

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MERCED
AND
KLEINFELDER, INC.**

THIS AGREEMENT ("Contract") is made and entered into this ____ day of _____, 20 __, 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 Kleinfelder Inc., a Stock Corporation whose address of record is 3649 W. Holland Ave. Suite 105, Fresno, California 93722, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City requires on-call services for geotechnical engineering, construction observation, and material testing services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide such services in connection with said on-call service needs.

AGREEMENT

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 geotechnical engineering, construction observation, and material testing services described in Exhibit "A" attached hereto.
2. **ADDITIONAL SERVICES.** 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.

The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph 1 above, and Consultant agrees to

perform said services upon the written request of City. There additional services could include, but are not limited to, any of the following:

- A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
- B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

3. CITY FURNISHED SERVICES. The City agrees to:

- A. Facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
- B. Make available to Consultant those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Consultant hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.

4. CONTRACT PERFORMANCE PERIOD. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference.

- A. This Contract for on-call services shall commence on the first day written above, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The Contract shall end on September 7, 2027, unless extended by an agreement between the parties in writing. This agreement may be extended for two (2) one (1) year terms upon written approval by the City.
- B. Consultant is advised that any recommendation for Contract award is not binding on City until the Contract is fully executed and approved by City.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment prior to the expiration of the Contract to cover the time needed to complete the task order in progress only. The maximum terms shall not exceed five (5) years.

5. PAYMENT. 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".
- A. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract. Consultant will be reimbursed within thirty (30) days upon receipt by City's Contract Administrator or itemized invoices in duplicate.
 - B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are specified in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order. Consultant will not be reimbursed for actual costs that exceed the costs identified in the approved Cost Proposal unless additional reimbursement is provided for by an amendment to the Agreement.
 - C. Specific projects will be assigned to Consultant through issuance of Task Orders, as set forth in Exhibit "C".
 - D. After a project to be performed under this Contract is identified by City, City will prepare a draft Task Order; less the cost estimate. A DRAFT Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both City and Consultant.
 - E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal. Consultant shall

be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Contract.

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone costs estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval in the form of a Contract amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. Consultant shall not commence performance of work or services until this Contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval for any work performed prior to approval of this Contract.
- J. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by City.
- K. Consultant will be reimbursed within thirty days upon receipt by City's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Invoices shall be mailed to City's Contract Administrator at the following address:
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expirations date of this Contract.

- M. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this Contract nor to exceed the scope of work under this Contract.
- P. The total amount payable by City for all Task Orders resulting from this Contract shall not exceed Five Hundred Thousand Dollars (\$500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.

6. **BOOKS OF RECORD AND AUDIT PROVISION.** For the purpose of complying with Gov. Code § 8546.7, the Consultant, Subconsultants and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. 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.

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.

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
- D. When a Consultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

8. DISADVANTAGED BUSINESS ENTERPRISES. The provisions of 49 CFR, Part 26 ("Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs") require that a local agency receiving federal-aid funds comply with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms, have an opportunity to participate in the projects. The City has not established a DBE goal for this Agreement. DBE goals will be established on a project-by-project basis. Therefore, non-DBE proposers are encouraged to retain DBE sub-consultants. It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the State of California Department of Transportation's Race Conscious DBE program developed pursuant to the regulations.

Consultants should be aware that the provisions of 49 CFR, Part 26 and the City's DBE Program may apply during the course of the consulting Agreement and would require reporting on the part of the consultant in the event a work activity requires the participation of a sub-consultant other than one originally listed by the consultant and which is approved by the City. Additionally, projects funded by a federal grant or loan would require compliance with the particular disadvantaged business enterprise program established by the funding federal agency.

- A. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- B. DBE's and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of federally assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- C. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- D. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- E. Performance of DBE Consultant and other DBE Subconsultants/Suppliers:
 - i. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other

relevant factors.

- ii. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBE's do not participate.
- iii. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

F. Prompt Payment of Funds Withheld to Subconsultants:

- i. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- ii. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

G. DBE Records

- i. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment, and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- ii. Upon completion of the Contract, a summary of these records shall be prepared and submitted, certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice.
- iii. DBE Certification and Decertification Status: If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

9. **CONSULTANT'S PROGRESS MEETINGS.** Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for City Contract Administrator or Project Coordinator to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

Consultant's Project Manager shall meet with City's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

10. **CONFLICT OF INTEREST.**

- A. During the term of this Contract, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Contract or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in

the outcome of this Contract or any ensuing City construction project which will follow.

- B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.
- C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Contract to provide construction inspection for any construction project resulting from this Contract, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- 11. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration wither promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 12. **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.

13. 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.

14. 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 the following minimum requirements:

i. An insurance carrier admitted doing 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.

15. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the applicable regulations promulgated there under (2 CCR §§ 11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth in 2 CCR §§ 8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.
- E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- G. The Consultant, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of

federal assistance to their assignees and successors in interest.

- H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21- Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.
- I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

16. **TITLE VI ASSURANCES.** For all contracts involving the receipt of federal funds, the Agreement between City and Consultant must contain Appendices A and E of the Title VI Assurances. The Consultant must include the Title VI Assurances Appendices A and E in all subcontracts to perform work under the contract.

APPENDIX A of Title VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, and its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- A. **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- B. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention

of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: 1. withholding payments to the contractor under the contract until the contractor complies; and/or 2. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such

direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF TITLE VI ASSURANCES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- G. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- H. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- I. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- J. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age); • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- K. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- L. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- M. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- N. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- O. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- P. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17. DEBARMENT AND SUSPENSION CERTIFICATION.

- A. A consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and

iv. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

v. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosure must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
26. **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.

27. **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.
28. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk


APPROVED AS TO FORM:
CRAIG CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7-26-2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

CONSULTANT

BY: 
(Signature)

Steven Wiesner
(Typed Name)

Its: Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-1532513

ADDRESS: 3649 W Holland Ave., Suite 105
Fresno, CA 93722

TELEPHONE: 559-486-0750

FAX: 559-442-5081

E-MAIL: SWiesner@kleinfelder.com

EXHIBIT A

Cover Letter

May 29, 2025

City of Merced
Engineering Department
Attn: Daryl Jordan
678 West 18th Street, Second Floor
Merced, CA 95340

Subject: Kleinfelder Statement of Qualifications for On-Call Engineering & Surveying Services
Geotechnical Engineering and Construction Observation and Materials Testing Services

Dear Selection Committee:

Kleinfelder, Inc. (Kleinfelder) is pleased to present our qualifications and experience to the City of Merced (the City) to provide On-Call Engineering & Surveying Services, for Geotechnical Engineering and Construction Observation and Materials Testing Services as presented in the City's RFQ dated April 29, 2025.

Founded in Stockton in 1961, Kleinfelder has a long and successful history of providing multidisciplinary consulting services through numerous master service agreements and on-call contracts with various Central Valley counties and municipalities for nearly 65 years. We have assembled a team of qualified and experienced individuals who have worked with the City and are knowledgeable of the local soil conditions, regulatory requirements, and the City's standards and procedures. Our team is committed and excited to partner with City personnel and local regulatory agencies to successfully complete task orders under this contract.

We have approximately 78 local, qualified, client-focused staff available to provide engineering services for your projects. Our senior staff will be available and dedicated to your projects. With our nearby offices and laboratories in Fresno, Stockton, and Rancho Cordova, our services will be provided quickly, with minimal lost time due to travel. Our three regional laboratories are capable of performing every type of test anticipated on the projects. Our staff will likely have a brief approximately 1 hr - drive to most jobsites, allowing them to be exceedingly responsive, while minimizing travel-related costs for the projects. The City can be assured that we will "turn on a dime" to service your projects. We can accomplish this due to our office locations and the dedication that our field personnel have to City projects.

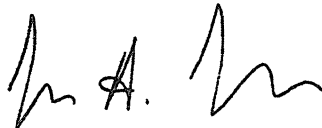
Kleinfelder is committed to providing the City with superior service, and we look forward to assisting you with your geotechnical and materials testing needs on your upcoming projects.

Respectfully submitted,

KLEINFELDER, INC.



Stephen P. Plauson, PE, GE
Principal Geotechnical Engineer
splauson@kleinfelder.com
(559) 577-1449



Johan A. Jacobsen, PE
Program Manager
jjacobsen@kleinfelder.com
(916) 366-1701

Subconsultants

Tasks Commonly Provided by our Selected Subcontractors/Vendors

- Drilling and sampling for subsurface investigations – Kleinfelder uses a variety of drillers with traditional methods of hollow stem augers and direct push techniques which are often equipped with advanced in-situ high resolution site characterization tools including cone penetrometer test, light induced fluorescence, and membrane interface probes.
- Analytical Laboratory Testing – Analysis of soil, soil vapor and groundwater samples as well as asbestos and lead containing building materials.
- Geophysics and Utility Clearance – Subsurface utility mapping and geophysical surveys; Kleinfelder uses private utility location to protect clients' infrastructure and ensure safe operations.
- Non-Destructive Testing – A testing and analysis technique used to evaluate the properties of a material, component, structure or system for characteristic differences or welding defects and discontinuities without causing damage to the original part.
- Traffic Control – Planning and encroachment permit acquisition and maintenance and removal of all the traffic control equipment to facilitate work in streets and ensure worker safety.
- Waste Disposal – Waste characterization, profiling, transporting, and disposing of hazardous and non-hazardous wastes.

Anticipated Subcontractors/Vendors

Traffic Control

Associated Traffic Safety has experience in creating precise traffic control plans, facilitating permit acquisition, and implementing top-quality traffic control measures. Past projects have been on the High-Speed Rail, City Streets Traffic Control in various Cities, and Highway traffic control on the I-5. Their services include traffic control plans, pilot car services, flagging services, single and multiple lane closures, traffic plans permitting assistance, and road closures and detours.

Avila Traffic Safety (DBE) has experience in directing vehicular and pedestrian traffic around construction zones, special events, and other road disruptions. Their services include traffic control plans, pilot car services, flagging services, single and multiple lane closures, traffic plans permitting assistance, and road closures and detours.

Laboratory Services

AP Engineering and Testing (DBE) offers a complete line of geotechnical testing services. They have completed numerous geotechnical engineering and testing projects for ports, grade separation, highway widening, buildings, retaining structures, soundwalls, bridges, street improvement and rehabilitation, levees and dams, and landfills.

Salem Engineering Group, Inc. has a vast range of experience with varying types of equipment, technologies, and field methods for projects in areas of high seismic activity, site access difficulties, environmental requirements, and urban or agricultural complexity.

Sunland Analytical Lab, Inc. offers consulting and analytical services associated with soil, plants and water to the agricultural, landscape, natural habitat restoration, environmental, and geo-engineering industries.

Utility Locating

GPRS offers experience in private utility locating, facility mapping, utility as-built creation, soil boring clearance, directional drilling clearance, environmental due diligence, one call locating services, and UST location.

STATEMENT OF QUALIFICATIONS FOR ON-CALL ENGINEERING & SURVEYING SERVICES

Drilling Services

Salem Engineering Group, Inc. has extensive experience in geotechnical drilling and soil sampling, piezometer installation, monitoring well installation/abandonment, environmental soil and groundwater sampling, geotechnical soil borings and remediation piping installation, groundwater sampling, and various other drilling techniques.

Taber Drilling has extensive experience in subsurface exploration for soils and foundation investigations, geotechnical investigations, CPT testing, instrumentation installation, monitor well installation/decommissioning, environmental sampling, soil logging activities and hammer energy analysis for Standard Penetration Test safety and automatic drive hammers. Drill techniques include diamond bit coring for exploration and sampling in rock and consolidated materials, both vertically and at angles, portable barge and drill for "over-water" work and various air and auger tools.

Gregg Drilling (DBE) offers a wide range of services for environmental, geotechnical and marine site investigation and remediation. Their experience is in providing drilling, cone penetration testing, sampling, remediation and well installation.

Hammerhead Drilling (DBE) is a fully operational environmental and geotechnical drilling company specializing in the advancement and sampling of vertical borings, along with well/instrument placement and decommissioning. These services include the installation and abandonment of various types of wells including monitoring, MPBX, DPE, SVE, AS, extraction/injection, inclinometer, piezometer, along with SPT sampling services and solar turbine borehole advancement.

Waste Disposal

Dillard Environmental Services (DBE) specializes in biological waste removal, hazardous waste removal, debris removal and site restoration. Their experience includes collection, removal, transportation and disposal of all waste items. Their experience includes collection, removal, transportation and disposal of all waste items.

Current Staff and Job Classifications

Kleinfelder's proposed team for this contract consists of the following engineers, materials testers, and inspectors. Key personnel are highlighted in **bold text**.

Staff Name	Role	Job Classification
Stephen Plauson, PE, GE	Principal-In-Charge	Senior Principal Professional
Exequiel Sinco, PE, GE	Project Manager, Geotechnical Engineering	Principal Professional
Nathan Strid, PE	Project Manager, Geotechnical Engineering	Project Manager
Johan Jacobsen, PE	Program Manager, Materials Testing	Program Manager
Shelby Fuller	Project Manager, Materials Testing	Project Manager
Lance Young	Project Manager, Materials Testing	Project Manager
Jesus Reyes, EIT	Geotechnical Engineering Support	Staff Professional II
Jamal Osumanu	Geotechnical Engineering Support	Staff Professional I
Adam Wohletz	Laboratory Supervisor	Laboratory Supervisor
Austen Wipfli	Materials Tester / Inspector	Technician III
Brandin Plauson	Materials Tester / Inspector	Special Inspector I
Don Lee Valles	Materials Tester / Inspector	Construction Inspector III
Jason Roberts	Materials Tester / Inspector	Technician III
Jeff Hafeli	Materials Tester / Inspector	Senior Technician
Jimmy Zepeda	Materials Tester / Inspector	Operations Supervisor
John Sykes	Laboratory Supervisor	Laboratory Supervisor
Lauren Anstine	Materials Tester/Inspector	Special Inspector III
Marley Lee	Laboratory Supervisor	Laboratory Supervisor
Matt Zimring	Materials Tester/Inspector	Special Inspector III

Firm Qualifications

Introduction

Founded in 1961 in Stockton, California, Kleinfelder is a professional services firm providing geotechnical and environmental engineering, materials and construction testing services, and management solutions. With nearly 65 years of experience in Northern California, Kleinfelder's commitment to providing innovative, common-sense approaches to the most complex challenges has solidified our reputation as a trusted partner and true leader in the industry. Kleinfelder's breadth of expertise and range of services ensures our ability to serve the most demanding of projects with the utmost integrity and attention to service while bringing value across multiple aspects and phases of diverse challenges.

Headquartered in California, with over 74 offices and laboratories located throughout the United States, Kleinfelder is ranked as one of the top engineering firms by Engineering News Record. Kleinfelder's Great Valley Area regional office locations include Fresno, Stockton, and Rancho Cordova, with approximately 78 staff in the region and three laboratories. Our office in Stockton is minutes from City headquarters. Our regional approach to project management provides flexibility to effectively manage multi-site projects and to meet large-scale project requirements. We pay personal attention to our clients' unique needs on each project.

Geotechnical Engineering Services

Kleinfelder has provided geotechnical and geologic services for many municipalities, including the City, for all types of public works projects, including various capital improvement projects relating to new construction and modernization of various structures as well as street improvements, bridges, retaining walls, storm drainage, sewer, water lines, water and wastewater treatment, water storage, parks, pedestrian paths, and related projects. Our local professional engineers understand the geologic/geotechnical and regulatory constraints that the region presents. Our engineers are familiar and experienced with the key elements of geotechnical engineering services and agency guidelines such as local standards, Caltrans, and the California Building Code (CBC). We have an in-house testing and qualification program to assure that qualified personnel are assigned to each project.

Kleinfelder's geotechnical engineering services combine technical expertise with quality assurance, skilled project management, and responsive, personal service. From mitigation of the most complex sites to devising cost-saving solutions, Kleinfelder specialists know how to get things done right - reliably, quickly, and cost effectively. Kleinfelder provides hands-on attention to everyday detail, employing recognized technical leaders and in-depth knowledge of local conditions while providing recommendations for the following:

- | | | | |
|--|---------------------------------|--------------------------------------|-----------------------------------|
| ✓ Deep foundations (cast-in-drilled-hole piles, concrete and steel pipe and H-piles, and micropiles) | ✓ Lightweight fill construction | ✓ Restrained structures | ✓ Platepile shallow slope repairs |
| ✓ Landslide repair | ✓ Natural slope stability | ✓ Sheet piling | ✓ Shallow foundations |
| ✓ Soil and rock anchors | ✓ Fill and cut slopes | ✓ Soil nailing | ✓ Caltrans structures |
| ✓ Bored tunnels | ✓ Embankments | ✓ Tie-back walls | ✓ ARS curves |
| ✓ Crib walls | ✓ Reinforced fill slopes | ✓ Top-down construction | ✓ Underpinning |
| ✓ Cut and cover tunnels | ✓ Site characterization | ✓ Temporary and permanent dewatering | ✓ Pavement overlays |
| ✓ Freestanding retaining structures | ✓ Rammed aggregate piles | ✓ Rock bolts | ✓ Pavement design |
| | ✓ Seismic analysis | ✓ Naturally occurring asbestos | ✓ Pavement rehabilitation |
| | ✓ Ground improvement | ✓ Tire derived aggregate | ✓ Mechanically stabilized earth |
| | ✓ Internally braced shoring | ✓ Excavations | |
| | ✓ Pipelines | | |

STATEMENT OF QUALIFICATIONS FOR ON-CALL ENGINEERING & SURVEYING SERVICES

Construction Observation & Materials Testing

Construction materials testing and inspection services will be available 24 hours a day, 7 days a week, on a periodic or full-time basis as directed by the City. All testing and inspection will be performed by personnel that are properly trained, certified, and experienced. All testing and inspection will comply with the requirements of the City, Caltrans, and the California Building Code (CBC). Our Fresno and Stockton offices have a large pool of highly qualified and experienced materials testers and special inspectors, certified by the International Code Council (ICC), the American Welding Society (AWS), the American Society of Non-Destructive Testing (ASNDT), the American Concrete Institute (ACI), California Department of Transportation (Caltrans), and other certifying agencies; and of whom meet the minimum requirements of the CBC. This ensures that we will respond to City's requests in a timely and efficient manner by highly qualified staff.

Adam Wohletz, our Laboratory Supervisor in collaboration with Stephen Plauson, Senior Principal Engineer, will be responsible/in charge of our laboratory and reviews our procedures and test results. Kleinfelder's laboratories are fully equipped for testing soil, aggregate, and construction materials. Our inhouse laboratories are accredited by the City of San Diego, American Association of State Highway and Transportation Officials (AASHTO), AASHTO Materials Reference Laboratory (AMRL)/Cement and Concrete Reference Laboratory (CCRL), Caltrans, and various other certifying agencies. **Our laboratory provides test results that are timely, accurate, reliable, and defensible.**

- | | | |
|---|--------------------------|-------------------------------|
| ✓ Placement of Reinforcing Steel | ✓ Site Grading | ✓ Foundation Excavations |
| ✓ High Strength and Expansion Bolting | ✓ Mix Design Review | ✓ Concrete Placement |
| ✓ Asphalt and Concrete Paving | ✓ Drainage Systems | ✓ Fill and Backfill Placement |
| ✓ Drilled Pier Construction | ✓ Subgrade Preparation | ✓ Steel Construction |
| ✓ Rock Anchor Placement | ✓ Batch Plant Inspection | ✓ Masonry Construction |
| ✓ Special Inspection, ICC | ✓ Compaction Testing | ✓ Soil Improvement |
| ✓ Sewer and Storm Drain Video Inspections | | |

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.)

Architectural Services

1. Provide architectural services including but not limited to:
 - a. Facility condition assessment
 - b. Site selection consulting
 - c. Accessibility/ADA Assessment
 - d. Feasibility studies
 - e. Master planning
 - f. Architectural design
 - g. Interior Design
 - h. Acoustical evaluation and design
 - i. Produce new plans of existing facilities
 - j. Energy audits
 - k. Life safety system design
 - l. Technology infrastructure design
 - m. LEED, CHPS, Sustainable design
 - n. Prepare plans & specifications for various City projects
 - o. Review plans & specifications as needed

Landscaping Design Services

1. Provide landscaping design services for City facilities, parks and right of ways including but not limited to:
 - a. Streetscapes
 - b. Planters
 - c. Parking lots
 - d. Trails
 - e. New Parks
 - f. Existing Parks
 - g. Streets and Gutters
 - h. Sidewalks
 - i. Turf and Shrubs

- j. Groundcover
- k. Irrigation and Drainage
- l. Prepare plans & specifications

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 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.

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 certifications 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, ensure 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 timeframe of the completion of the tests to avoid delay of the field construction operation.

PART C – PROPOSAL CONTENT

The proposal should include the following:

Consultant, please carefully read and submit what has been outlined below only. Failure to submit any of the information may be grounds for rejection of the SOQ. The maximum number of pages in the SOQ shall not exceed 20 pages and must be single-sided.

1. To assist the City with appraising the general competence and qualifications of the consultant, please provide the listed information in the following sequence:
 - a. Cover letter (include at least one main contact person's name, phone number, and email address through which to send correspondence relating to this RFQ);
 - b. Firm name, address, and phone number;
 - c. Type of organization (sole-proprietorship, partnership, or corporation);
 - d. Firm principal(s) who will be responsible for overall coordination and management of the Agreement, and their educational background, license, credentials, and experience;

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 Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Stephen Plauson, PE, GE*	\$ 267.96	N/A	N/A	9/8/2024	12/31/2025	\$ 98.58	-	
Principal-in-Charge	\$ 281.36	N/A	N/A	1/1/2026	12/31/2026	\$ 103.51	5.00%	Not Applicable
Exempt	\$ 295.44	N/A	N/A	1/1/2027	12/31/2027	\$ 108.69	5.00%	
	\$ 310.20	N/A	N/A	1/1/2028	12/31/2028	\$ 114.12	5.00%	
	\$ 325.72	N/A	N/A	1/1/2029	12/31/2029	\$ 119.83	5.00%	
Johan Jacobsen, PE*	\$ 300.61	N/A	N/A	9/8/2024	12/31/2025	\$ 110.59	-	
Program Manager, Materials Testing	\$ 315.64	N/A	N/A	1/1/2026	12/31/2026	\$ 116.12	5.00%	Not Applicable
Exempt	\$ 331.43	N/A	N/A	1/1/2027	12/31/2027	\$ 121.93	5.00%	
	\$ 348.01	N/A	N/A	1/1/2028	12/31/2028	\$ 128.03	5.00%	
	\$ 365.41	N/A	N/A	1/1/2029	12/31/2029	\$ 134.43	5.00%	
Shelby Fuller*	\$ 174.51	\$ 261.76	\$ 349.02	9/8/2024	12/31/2025	\$ 64.20	-	
Project Manager, Materials Testing	\$ 183.23	\$ 274.85	\$ 366.47	1/1/2026	12/31/2026	\$ 67.41	5.00%	Not Applicable
Non-Exempt	\$ 192.39	\$ 288.59	\$ 384.79	1/1/2027	12/31/2027	\$ 70.78	5.00%	
	\$ 202.02	\$ 303.03	\$ 404.03	1/1/2028	12/31/2028	\$ 74.32	5.00%	
	\$ 212.13	\$ 318.19	\$ 424.26	1/1/2029	12/31/2029	\$ 78.04	5.00%	
Robert (Lance) Young*	\$ 196.04	N/A	N/A	9/8/2024	12/31/2025	\$ 72.12	-	
Project Manager, Materials Testing	\$ 205.85	N/A	N/A	1/1/2026	12/31/2026	\$ 75.73	5.00%	Not Applicable
Exempt	\$ 216.15	N/A	N/A	1/1/2027	12/31/2027	\$ 79.52	5.00%	
	\$ 226.97	N/A	N/A	1/1/2028	12/31/2028	\$ 83.50	5.00%	
	\$ 238.33	N/A	N/A	1/1/2029	12/31/2029	\$ 87.68	5.00%	
Joseph Zilles, PG*	\$ 242.22	N/A	N/A	9/8/2024	12/31/2025	\$ 89.11	-	
Hydrogeology Lead	\$ 254.34	N/A	N/A	1/1/2026	12/31/2026	\$ 93.57	5.00%	Not Applicable
Exempt	\$ 267.06	N/A	N/A	1/1/2027	12/31/2027	\$ 98.25	5.00%	
	\$ 280.41	N/A	N/A	1/1/2028	12/31/2028	\$ 103.16	5.00%	
	\$ 294.44	N/A	N/A	1/1/2029	12/31/2029	\$ 108.32	5.00%	

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 Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

Fee	=	10.00%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
James Helge, CEM*	\$ 219.11	N/A	N/A	9/8/2024	12/31/2025	\$ 80.61	-	Not Applicable
Environmental Lead	\$ 230.07	N/A	N/A	1/1/2026	12/31/2026	\$ 84.64	5.00%	
Exempt	\$ 241.57	N/A	N/A	1/1/2027	12/31/2027	\$ 88.87	5.00%	
	\$ 253.64	N/A	N/A	1/1/2028	12/31/2028	\$ 93.31	5.00%	
	\$ 266.33	N/A	N/A	1/1/2029	12/31/2029	\$ 97.98	5.00%	
Steven Wiesner, PE, GE	\$ 300.61	N/A	N/A	9/8/2024	12/31/2025	\$ 110.59	-	Not Applicable
Independent Technical Reviewer - Geotechnical	\$ 315.64	N/A	N/A	1/1/2026	12/31/2026	\$ 116.12	5.00%	
Exempt	\$ 331.43	N/A	N/A	1/1/2027	12/31/2027	\$ 121.93	5.00%	
	\$ 348.01	N/A	N/A	1/1/2028	12/31/2028	\$ 128.03	5.00%	
	\$ 365.41	N/A	N/A	1/1/2029	12/31/2029	\$ 134.43	5.00%	
Exequiel (Zeke) Sinco, PE, GE*	\$ 230.37	N/A	N/A	9/8/2024	12/31/2025	\$ 84.75	-	Not Applicable
Geotechnical Engineer/Project Manager	\$ 241.89	N/A	N/A	1/1/2026	12/31/2026	\$ 88.99	5.00%	
Exempt	\$ 253.99	N/A	N/A	1/1/2027	12/31/2027	\$ 93.44	5.00%	
	\$ 266.68	N/A	N/A	1/1/2028	12/31/2028	\$ 98.11	5.00%	
	\$ 280.03	N/A	N/A	1/1/2029	12/31/2029	\$ 103.02	5.00%	
Nathan Strid, PE*	\$ 157.41	N/A	N/A	9/8/2024	12/31/2025	\$ 57.91	-	Not Applicable
Geotechnical Engineer/Project Manager	\$ 165.29	N/A	N/A	1/1/2026	12/31/2026	\$ 60.81	5.00%	
Exempt	\$ 173.56	N/A	N/A	1/1/2027	12/31/2027	\$ 63.85	5.00%	
	\$ 182.23	N/A	N/A	1/1/2028	12/31/2028	\$ 67.04	5.00%	
	\$ 191.33	N/A	N/A	1/1/2029	12/31/2029	\$ 70.39	5.00%	
Jesus Reyes, EIT	\$ 121.56	N/A	N/A	9/8/2024	12/31/2025	\$ 44.72	-	Not Applicable
Staff Engineer	\$ 127.65	N/A	N/A	1/1/2026	12/31/2026	\$ 46.96	5.00%	
Exempt	\$ 134.03	N/A	N/A	1/1/2027	12/31/2027	\$ 49.31	5.00%	
	\$ 140.75	N/A	N/A	1/1/2028	12/31/2028	\$ 51.78	5.00%	
	\$ 147.79	N/A	N/A	1/1/2029	12/31/2029	\$ 54.37	5.00%	

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 Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jamal Osumanu	\$ 105.60	N/A	N/A	9/8/2024	12/31/2025	\$ 38.85	-	
Staff Engineer	\$ 110.88	N/A	N/A	1/1/2026	12/31/2026	\$ 40.79	5.00%	Not Applicable
Exempt	\$ 116.42	N/A	N/A	1/1/2027	12/31/2027	\$ 42.83	5.00%	
	\$ 122.24	N/A	N/A	1/1/2028	12/31/2028	\$ 44.97	5.00%	
	\$ 128.35	N/A	N/A	1/1/2029	12/31/2029	\$ 47.22	5.00%	
Neil Falke	\$ 127.21	N/A	N/A	9/8/2024	12/31/2025	\$ 46.80	-	
Staff Engineer	\$ 133.57	N/A	N/A	1/1/2026	12/31/2026	\$ 49.14	5.00%	Not Applicable
Exempt	\$ 140.26	N/A	N/A	1/1/2027	12/31/2027	\$ 51.60	5.00%	
	\$ 147.27	N/A	N/A	1/1/2028	12/31/2028	\$ 54.18	5.00%	
	\$ 154.64	N/A	N/A	1/1/2029	12/31/2029	\$ 56.89	5.00%	
David (Jacob) Alvarez	\$ 120.99	N/A	N/A	9/8/2024	12/31/2025	\$ 44.51	-	
Staff Engineer	\$ 127.05	N/A	N/A	1/1/2026	12/31/2026	\$ 46.74	5.00%	Not Applicable
Exempt	\$ 133.41	N/A	N/A	1/1/2027	12/31/2027	\$ 49.08	5.00%	
	\$ 140.07	N/A	N/A	1/1/2028	12/31/2028	\$ 51.53	5.00%	
	\$ 147.08	N/A	N/A	1/1/2029	12/31/2029	\$ 54.11	5.00%	
Sarah Sheridan	\$ 119.87	N/A	N/A	9/8/2024	12/31/2025	\$ 44.10	-	
Staff Engineer	\$ 125.88	N/A	N/A	1/1/2026	12/31/2026	\$ 46.31	5.00%	Not Applicable
Exempt	\$ 132.19	N/A	N/A	1/1/2027	12/31/2027	\$ 48.63	5.00%	
	\$ 138.79	N/A	N/A	1/1/2028	12/31/2028	\$ 51.06	5.00%	
	\$ 145.72	N/A	N/A	1/1/2029	12/31/2029	\$ 53.61	5.00%	
Nathan Dahlen, PE	\$ 264.75	N/A	N/A	9/8/2024	12/31/2025	\$ 97.40	-	
Independent Technical Reviewer - Geotechnical	\$ 277.99	N/A	N/A	1/1/2026	12/31/2026	\$ 102.27	5.00%	Not Applicable
Exempt	\$ 291.88	N/A	N/A	1/1/2027	12/31/2027	\$ 107.38	5.00%	
	\$ 306.48	N/A	N/A	1/1/2028	12/31/2028	\$ 112.75	5.00%	
	\$ 321.81	N/A	N/A	1/1/2029	12/31/2029	\$ 118.39	5.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
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Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
56.30%	+	90.81%	=	147.11%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
James Wetenkamp, CEG, PG	\$ 215.69	N/A	N/A	9/8/2024	12/31/2025	\$ 79.35	-	
Engineering Geology	\$ 226.48	N/A	N/A	1/1/2026	12/31/2026	\$ 83.32	5.00%	Not Applicable
Exempt	\$ 237.82	N/A	N/A	1/1/2027	12/31/2027	\$ 87.49	5.00%	
	\$ 249.69	N/A	N/A	1/1/2028	12/31/2028	\$ 91.86	5.00%	
	\$ 262.17	N/A	N/A	1/1/2029	12/31/2029	\$ 96.45	5.00%	
Victoria Tinoco	\$ 152.52	N/A	N/A	9/8/2024	12/31/2025	\$ 56.11	-	
Project Engineer	\$ 160.16	N/A	N/A	1/1/2026	12/31/2026	\$ 58.92	5.00%	Not Applicable
Exempt	\$ 168.18	N/A	N/A	1/1/2027	12/31/2027	\$ 61.87	5.00%	
	\$ 176.57	N/A	N/A	1/1/2028	12/31/2028	\$ 64.96	5.00%	
	\$ 185.41	N/A	N/A	1/1/2029	12/31/2029	\$ 68.21	5.00%	
Samuel Ganz	\$ 143.09	\$ 214.63	\$ 286.17	9/8/2024	12/31/2025	\$ 52.64	-	
Materials Tester/Inspector	\$ 150.24	\$ 225.35	\$ 300.47	1/1/2026	12/31/2026	\$ 55.27	5.00%	Not Applicable
Non-exempt	\$ 157.74	\$ 236.61	\$ 315.48	1/1/2027	12/31/2027	\$ 58.03	5.00%	
	\$ 165.62	\$ 248.43	\$ 331.24	1/1/2028	12/31/2028	\$ 60.93	5.00%	
	\$ 173.91	\$ 260.87	\$ 347.82	1/1/2029	12/31/2029	\$ 63.98	5.00%	
Brandin Plauson	\$ 108.46	\$ 162.68	\$ 216.91	9/8/2024	12/31/2025	\$ 39.90	-	
Materials Tester/Inspector	\$ 113.89	\$ 170.84	\$ 227.79	1/1/2026	12/31/2026	\$ 41.90	5.00%	Not Applicable
Non-exempt	\$ 119.60	\$ 179.40	\$ 239.20	1/1/2027	12/31/2027	\$ 44.00	5.00%	
	\$ 125.58	\$ 188.37	\$ 251.16	1/1/2028	12/31/2028	\$ 46.20	5.00%	
	\$ 131.86	\$ 197.79	\$ 263.72	1/1/2029	12/31/2029	\$ 48.51	5.00%	
Don Lee Valles	\$ 128.44	\$ 192.65	\$ 256.87	9/8/2024	12/31/2025	\$ 47.25	-	
Materials Tester/Inspector	\$ 134.85	\$ 202.28	\$ 269.70	1/1/2026	12/31/2026	\$ 49.61	5.00%	Not Applicable
Non-exempt	\$ 141.59	\$ 212.39	\$ 283.18	1/1/2027	12/31/2027	\$ 52.09	5.00%	
	\$ 148.66	\$ 222.99	\$ 297.32	1/1/2028	12/31/2028	\$ 54.69	5.00%	
	\$ 156.08	\$ 234.12	\$ 312.16	1/1/2029	12/31/2029	\$ 57.42	5.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Jason Roberts	\$ 97.04	\$ 145.56	\$ 194.08	9/8/2024	12/31/2025	\$ 35.70	-	
Materials Tester/Inspector	\$ 101.91	\$ 152.86	\$ 203.81	1/1/2026	12/31/2026	\$ 37.49	5.00%	Not Applicable
Non-exempt	\$ 106.99	\$ 160.48	\$ 213.98	1/1/2027	12/31/2027	\$ 39.36	5.00%	
	\$ 112.34	\$ 168.52	\$ 224.69	1/1/2028	12/31/2028	\$ 41.33	5.00%	
	\$ 117.97	\$ 176.96	\$ 235.94	1/1/2029	12/31/2029	\$ 43.40	5.00%	
Jeff Hafeli	\$ 128.44	\$ 192.65	\$ 256.87	9/8/2024	12/31/2025	\$ 47.25	-	
Materials Tester/Inspector	\$ 134.85	\$ 202.28	\$ 269.70	1/1/2026	12/31/2026	\$ 49.61	5.00%	Not Applicable
Non-exempt	\$ 141.59	\$ 212.39	\$ 283.18	1/1/2027	12/31/2027	\$ 52.09	5.00%	
	\$ 148.66	\$ 222.99	\$ 297.32	1/1/2028	12/31/2028	\$ 54.69	5.00%	
	\$ 156.08	\$ 234.12	\$ 312.16	1/1/2029	12/31/2029	\$ 57.42	5.00%	
Jimmy Zepeda	\$ 190.66	N/A	N/A	9/8/2024	12/31/2025	\$ 70.14	-	
Materials Tester/Inspector	\$ 200.20	N/A	N/A	1/1/2026	12/31/2026	\$ 73.65	5.00%	Not Applicable
Exempt	\$ 210.20	N/A	N/A	1/1/2027	12/31/2027	\$ 77.33	5.00%	
	\$ 220.72	N/A	N/A	1/1/2028	12/31/2028	\$ 81.20	5.00%	
	\$ 231.75	N/A	N/A	1/1/2029	12/31/2029	\$ 85.26	5.00%	
John Sykes	\$ 112.13	N/A	N/A	9/8/2024	12/31/2025	\$ 41.25	-	
Laboratory Supervisor	\$ 117.73	N/A	N/A	1/1/2026	12/31/2026	\$ 43.31	5.00%	Not Applicable
Exempt	\$ 123.62	N/A	N/A	1/1/2027	12/31/2027	\$ 45.48	5.00%	
	\$ 129.79	N/A	N/A	1/1/2028	12/31/2028	\$ 47.75	5.00%	
	\$ 136.29	N/A	N/A	1/1/2029	12/31/2029	\$ 50.14	5.00%	
Lauren Anstine Morais	\$ 139.99	\$ 209.98	\$ 279.98	9/8/2024	12/31/2025	\$ 51.50	-	
Materials Tester/Inspector	\$ 147.00	\$ 220.50	\$ 294.00	1/1/2026	12/31/2026	\$ 54.08	5.00%	Not Applicable
Non-exempt	\$ 154.34	\$ 231.51	\$ 308.68	1/1/2027	12/31/2027	\$ 56.78	5.00%	
	\$ 162.06	\$ 243.09	\$ 324.12	1/1/2028	12/31/2028	\$ 59.62	5.00%	
	\$ 170.16	\$ 255.24	\$ 340.32	1/1/2029	12/31/2029	\$ 62.60	5.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
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and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Marley Lee Laboratory Supervisor Non-exempt	\$ 137.84	\$ 206.76	\$ 275.68	9/8/2024	12/31/2025	\$ 50.71	-	Not Applicable
	\$ 144.74	\$ 217.12	\$ 289.49	1/1/2026	12/31/2026	\$ 53.25	5.00%	
	\$ 151.98	\$ 227.96	\$ 303.95	1/1/2027	12/31/2027	\$ 55.91	5.00%	
	\$ 159.59	\$ 239.38	\$ 319.17	1/1/2028	12/31/2028	\$ 58.71	5.00%	
	\$ 167.58	\$ 251.37	\$ 335.16	1/1/2029	12/31/2029	\$ 61.65	5.00%	
Chris Cervantes Materials Tester/Inspector Non-exempt	\$ 109.03	\$ 163.54	\$ 218.05	9/8/2024	12/31/2025	\$ 40.11	-	Not Applicable
	\$ 114.49	\$ 171.74	\$ 228.98	1/1/2026	12/31/2026	\$ 42.12	5.00%	
	\$ 120.23	\$ 180.34	\$ 240.45	1/1/2027	12/31/2027	\$ 44.23	5.00%	
	\$ 126.23	\$ 189.35	\$ 252.47	1/1/2028	12/31/2028	\$ 46.44	5.00%	
	\$ 132.54	\$ 198.81	\$ 265.08	1/1/2029	12/31/2029	\$ 48.76	5.00%	
Hayes Ayuli Materials Tester/Inspector Non-Exempt	\$ 85.27	\$ 127.91	\$ 170.54	9/8/2024	12/31/2025	\$ 31.37	-	Not Applicable
	\$ 89.54	\$ 134.31	\$ 179.08	1/1/2026	12/31/2026	\$ 32.94	5.00%	
	\$ 94.02	\$ 141.03	\$ 188.05	1/1/2027	12/31/2027	\$ 34.59	5.00%	
	\$ 98.73	\$ 148.09	\$ 197.45	1/1/2028	12/31/2028	\$ 36.32	5.00%	
	\$ 103.67	\$ 155.51	\$ 207.35	1/1/2029	12/31/2029	\$ 38.14	5.00%	
Rudy Lujan Materials Tester/Inspector Non-Exempt	\$ 88.21	\$ 132.31	\$ 176.41	9/8/2024	12/31/2025	\$ 32.45	-	Not Applicable
	\$ 92.61	\$ 138.91	\$ 185.22	1/1/2026	12/31/2026	\$ 34.07	5.00%	
	\$ 97.23	\$ 145.85	\$ 194.46	1/1/2027	12/31/2027	\$ 35.77	5.00%	
	\$ 102.10	\$ 153.14	\$ 204.19	1/1/2028	12/31/2028	\$ 37.56	5.00%	
	\$ 107.21	\$ 160.81	\$ 214.41	1/1/2029	12/31/2029	\$ 39.44	5.00%	
Matt Zimring Materials Tester/Inspector Non-exempt	\$ 135.42	\$ 203.13	\$ 270.84	9/8/2024	12/31/2025	\$ 49.82	-	Not Applicable
	\$ 142.19	\$ 213.28	\$ 284.38	1/1/2026	12/31/2026	\$ 52.31	5.00%	
	\$ 149.31	\$ 223.97	\$ 298.62	1/1/2027	12/31/2027	\$ 54.93	5.00%	
	\$ 156.79	\$ 235.18	\$ 313.57	1/1/2028	12/31/2028	\$ 57.68	5.00%	
	\$ 164.61	\$ 246.92	\$ 329.23	1/1/2029	12/31/2029	\$ 60.56	5.00%	

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 Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

	Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Masonry/Lead Inspector PW G1	\$ 256.16	\$ 384.25	\$ 512.33	9/8/2024	12/31/2025	\$ 94.24	-	
Regular Shift - NC 63-3-9-2024-1**	\$ 268.97	\$ 403.45	\$ 537.93	1/1/2026	12/31/2026	\$ 98.95	5.00%	Prevailing Wage
Non-exempt	\$ 282.42	\$ 423.63	\$ 564.84	1/1/2027	12/31/2027	\$ 103.90	5.00%	
	\$ 296.56	\$ 444.84	\$ 593.11	1/1/2028	12/31/2028	\$ 109.10	5.00%	
	\$ 311.40	\$ 467.10	\$ 622.80	1/1/2029	12/31/2029	\$ 114.56	5.00%	
Building/Construction Inspector PW G2	\$ 250.73	\$ 376.09	\$ 501.46	9/8/2024	12/31/2025	\$ 92.24	-	
Regular Shift - NC 63-3-9-2024-1**	\$ 263.26	\$ 394.89	\$ 526.52	1/1/2026	12/31/2026	\$ 96.85	5.00%	Prevailing Wage
Non-exempt	\$ 276.41	\$ 414.62	\$ 552.83	1/1/2027	12/31/2027	\$ 101.69	5.00%	
	\$ 290.22	\$ 435.33	\$ 580.45	1/1/2028	12/31/2028	\$ 106.77	5.00%	
	\$ 304.74	\$ 457.11	\$ 609.48	1/1/2029	12/31/2029	\$ 112.11	5.00%	
Soils/Asphalt Technician PW G3	\$ 231.13	\$ 346.69	\$ 462.26	9/8/2024	12/31/2025	\$ 85.03	-	
Regular Shift - NC 63-3-9-2024-1**	\$ 242.68	\$ 364.02	\$ 485.36	1/1/2026	12/31/2026	\$ 89.28	5.00%	Prevailing Wage
Non-exempt	\$ 254.81	\$ 382.21	\$ 509.61	1/1/2027	12/31/2027	\$ 93.74	5.00%	
	\$ 267.55	\$ 401.33	\$ 535.11	1/1/2028	12/31/2028	\$ 98.43	5.00%	
	\$ 280.93	\$ 421.39	\$ 561.85	1/1/2029	12/31/2029	\$ 103.35	5.00%	
Concrete ACI Inspector PW G4	\$ 214.90	\$ 322.35	\$ 429.80	9/8/2024	12/31/2025	\$ 79.06	-	
Regular Shift - NC 63-3-9-2024-1**	\$ 225.64	\$ 338.46	\$ 451.28	1/1/2026	12/31/2026	\$ 83.01	5.00%	Prevailing Wage
Non-exempt	\$ 236.92	\$ 355.38	\$ 473.84	1/1/2027	12/31/2027	\$ 87.16	5.00%	
	\$ 248.77	\$ 373.16	\$ 497.54	1/1/2028	12/31/2028	\$ 91.52	5.00%	
	\$ 261.22	\$ 391.83	\$ 522.44	1/1/2029	12/31/2029	\$ 96.10	5.00%	
Lab Supervisor	\$ 148.03	N/A	N/A	9/8/2024	12/31/2025	\$ 54.46	-	
Lab Supervisor	\$ 155.43	N/A	N/A	1/1/2026	12/31/2026	\$ 57.18	5.00%	\$41-\$65
Exempt	\$ 163.20	N/A	N/A	1/1/2027	12/31/2027	\$ 60.04	5.00%	
	\$ 171.36	N/A	N/A	1/1/2028	12/31/2028	\$ 63.04	5.00%	
	\$ 179.92	N/A	N/A	1/1/2029	12/31/2029	\$ 66.19	5.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
Special Inspector II	\$ 114.16	\$ 171.25	\$ 228.33	9/8/2024	12/31/2025	\$ 42.00	-	
Special Inspector II	\$ 119.87	\$ 179.81	\$ 239.75	1/1/2026	12/31/2026	\$ 44.10	5.00%	\$38-\$42
Non-exempt	\$ 125.88	\$ 188.82	\$ 251.76	1/1/2027	12/31/2027	\$ 46.31	5.00%	
	\$ 132.19	\$ 198.28	\$ 264.37	1/1/2028	12/31/2028	\$ 48.63	5.00%	
	\$ 138.79	\$ 208.19	\$ 277.58	1/1/2029	12/31/2029	\$ 51.06	5.00%	
Technician I	\$ 89.70	\$ 134.55	\$ 179.40	9/8/2024	12/31/2025	\$ 33.00	-	
Technician I	\$ 94.19	\$ 141.28	\$ 188.37	1/1/2026	12/31/2026	\$ 34.65	5.00%	\$29-\$35
Non-exempt	\$ 98.89	\$ 148.33	\$ 197.78	1/1/2027	12/31/2027	\$ 36.38	5.00%	
	\$ 103.84	\$ 155.75	\$ 207.67	1/1/2028	12/31/2028	\$ 38.20	5.00%	
	\$ 109.03	\$ 163.54	\$ 218.05	1/1/2029	12/31/2029	\$ 40.11	5.00%	
Technical IV	\$ 97.99	\$ 146.99	\$ 195.98	9/8/2024	12/31/2025	\$ 36.05	-	
Technician IV	\$ 102.88	\$ 154.33	\$ 205.77	1/1/2026	12/31/2026	\$ 37.85	5.00%	\$33-\$38
Non-exempt	\$ 108.02	\$ 162.03	\$ 216.04	1/1/2027	12/31/2027	\$ 39.74	5.00%	
	\$ 113.43	\$ 170.15	\$ 226.86	1/1/2028	12/31/2028	\$ 41.73	5.00%	
	\$ 119.11	\$ 178.67	\$ 238.22	1/1/2029	12/31/2029	\$ 43.82	5.00%	
Special Inspector I	\$ 111.45	\$ 167.17	\$ 222.89	9/8/2024	12/31/2025	\$ 41.00	-	
Special Inspector I	\$ 117.02	\$ 175.53	\$ 234.04	1/1/2026	12/31/2026	\$ 43.05	5.00%	\$38-\$42
Non-exempt	\$ 122.86	\$ 184.29	\$ 245.73	1/1/2027	12/31/2027	\$ 45.20	5.00%	
	\$ 129.01	\$ 193.51	\$ 258.01	1/1/2028	12/31/2028	\$ 47.46	5.00%	
	\$ 135.45	\$ 203.17	\$ 270.90	1/1/2029	12/31/2029	\$ 49.83	5.00%	
Technician III	\$ 97.86	\$ 146.78	\$ 195.71	9/8/2024	12/31/2025	\$ 36.00	-	
Technician III	\$ 102.75	\$ 154.12	\$ 205.50	1/1/2026	12/31/2026	\$ 37.80	5.00%	\$33-\$38
Non-Exempt	\$ 107.89	\$ 161.83	\$ 215.77	1/1/2027	12/31/2027	\$ 39.69	5.00%	
	\$ 113.27	\$ 169.90	\$ 226.54	1/1/2028	12/31/2028	\$ 41.67	5.00%	
	\$ 118.92	\$ 178.38	\$ 237.84	1/1/2029	12/31/2029	\$ 43.75	5.00%	

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kleinfelder, Inc ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. City of Merced - On-Call
Geotechnical, Materials Testing
and Inspection Contract No. TBD Participation Amount TBD Date 8/15/2025

	FRINGE BENEFIT %	+	GENERAL & ADMINISTRATIVE %	=	COMBINED ICR%
For Combined Rate	56.30%	+	90.81%	=	147.11%

Fee	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual or Avg Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT(1.5x)	OT(2x)	From	To			
GIS/Designer/Drafter	\$ 108.73	\$ 163.09	\$ 217.46	9/8/2024	12/31/2025	\$ 40.00	-	
GIS/Designer/Drafter	\$ 114.16	\$ 171.25	\$ 228.33	1/1/2026	12/31/2026	\$ 42.00	5.00%	\$30-\$50
Non-exempt	\$ 119.87	\$ 179.81	\$ 239.75	1/1/2027	12/31/2027	\$ 44.10	5.00%	
	\$ 125.88	\$ 188.82	\$ 251.76	1/1/2028	12/31/2028	\$ 46.31	5.00%	
	\$ 132.19	\$ 198.28	\$ 264.37	1/1/2029	12/31/2029	\$ 48.63	5.00%	
Alma Jimenez	\$ 115.39	N/A	N/A	9/8/2024	12/31/2025	\$ 42.45	-	
Project Controls Professional	\$ 121.15	N/A	N/A	1/1/2026	12/31/2026	\$ 44.57	5.00%	Not Applicable
Exempt	\$ 127.21	N/A	N/A	1/1/2027	12/31/2027	\$ 46.80	5.00%	
	\$ 133.57	N/A	N/A	1/1/2028	12/31/2028	\$ 49.14	5.00%	
	\$ 140.26	N/A	N/A	1/1/2029	12/31/2029	\$ 51.60	5.00%	
Margarita (Maggie) Medina	\$ 90.16	\$ 135.24	\$ 180.33	9/8/2024	12/31/2025	\$ 33.17	-	
Project Administrator	\$ 94.68	\$ 142.01	\$ 189.35	1/1/2026	12/31/2026	\$ 34.83	5.00%	Not Applicable
Non-exempt	\$ 99.40	\$ 149.11	\$ 198.81	1/1/2027	12/31/2027	\$ 36.57	5.00%	
	\$ 104.38	\$ 156.57	\$ 208.76	1/1/2028	12/31/2028	\$ 38.40	5.00%	
	\$ 109.60	\$ 164.40	\$ 219.20	1/1/2029	12/31/2029	\$ 40.32	5.00%	

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements 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 Kleinfelder, Inc☐

Prime Consultant

☒

Subconsultant

City of Merced - On-Call
Geotechnical, Materials Testing and
Project No. Inspection

Contract No. TBDDate 8/15/2025**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			per IRS rate	
Equipment Rentals and Supplies			per attached Fee Schedule	TBD
Specialized Equipment and Supplies			per attached Fee Schedule	TBD
Permit Fees			at cost	TBD
Plan Sheets/Reproduction/Copies			at cost	see attachment
Laboratory Tests			per attached Fee Schedule	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3				
Subconsultant 4				
Subconsultant 5				

EXHIBIT 10-H1 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:


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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Mark W. Connelly Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/15/2025

Email: MConnelly@kleinfelder.com Phone Number: 916-612-6536

Address: 3130 Kilgore Road Suite 200, Rancho Cordova, CA 95670

*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 this proposed contract:

Geotechnical Engineering and Construction Observation and Special Material Testing Services

KLEINFELDER, INC – NorCal Pacific Area, CoMET Services

2025 RATE SCHEDULE



Developed for: **2025 City of Merced**

TECHNICIAN NON-PREVAILING WAGE (OFF-SITE) RATES

Technician * - ACI/Soils/Asphalt Testing & Observation.....	\$ 115/ hour
Special Inspector* - ICC Certified Structural Inspector (Masonry, Shotcrete and PT Slab Services, Reinforced Concrete, High Strength Bolting, and Floor Flatness)	\$ 125/ hour
Special Inspector* - CWI/NDT/NACE (Welding, NDT, NACE)	\$ 150/ hour

TECHNICIAN PREVAILING WAGE (ON-SITE & TRAVEL) RATES

Group 1*^ (Lead Insp - NC 63-3-9-2024-1).....	\$ 237/ hour
Group 2*^ (Bldg Inspector - NC 63-3-9-2024-1).....	\$ 231/ hour
Group 3*^ (Soils - NC 63-3-9-2024-1).....	\$ 210/ hour
Group 4*^ (Concrete - NC 63-3-9-2024-1)	\$ 195/ hour

PROFESSIONAL STAFF RATES

Professional*	\$ 152/ hour
Staff Professional*	\$ 175/ hour
Project/Senior Professional	\$ 218/ hour
Principal Professional	\$ 257/ hour
Senior Principal Professional	\$ 314/ hour
Project Manager I	\$ 200/ hour
Project Manager II	\$ 200/ hour
Materials Manager/Materials Operations Supervisor	\$ 220/ hour
Senior Project Manager	\$ 263/ hour
Program Manager	\$ 268/ hour
Senior Program Manager	\$ 300/ hour
Project Controls Professional*	\$ 137/ hour
Senior Project Controls Professional	\$ 210/ hour
Administrator/Dispatch*	\$ 115/ hour

- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates marked ^ do apply to NC 63-3-9-2024-1 prevailing wages. Second shift rates (not shown) apply to any work starting after 2pm and before 4am and will incur a separate rate in accordance with California DIR.
- ✓ Travel time will be charged at the prevailing wage rate, as required per the determination and the Public Works Manual Section 4.1.5.
- ✓ PW rates will be charged, including retroactively, for the covered scope items if the DIR directs that this is covered work at any time during the life of this agreement, or thereafter.
- ✓ Hourly rates will increase 5% annually on January 1st of each year.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

Geotechnical and Materials Laboratory Testing Rates are in accordance with Fee Schedule (attached)

~~Subcontractor fees and Other Direct Costs to be reimbursed at cost plus 10%.~~

Travel related expenses to be reimbursed at cost. Mileage to be billed at current IRS rate.

KLEINFELDER, INC – NorCal Pacific Area, CoMET Services

2025 RATE SCHEDULE



Developed for: **2025 City of Merced**

*Time worked in excess of 8 hours per day and weekend/holiday work will be charged at **1.5X** the hourly rate shown above. Overtime applies to (*) rates only.

KLEINFELDER, INC – NorCal Pacific Area, Geo Services

2025 RATE SCHEDULE



Developed for: **2025 City of Merced**

PROFESSIONAL STAFF RATES

Professional*	\$ 152/ hour
Staff Professional I*	\$ 173/ hour
Staff Professional II*	\$ 184/ hour
Project Professional	\$ 210/ hour
Senior Professional	\$ 218/ hour
Principal Professional	\$ 257/ hour
Senior Principal Professional	\$ 314/ hour
Project Manager I	\$ 200/ hour
Project Manager II/Materials Manager	\$ 220/ hour
Senior Project Manager	\$ 263/ hour
Program Manager	\$ 268/ hour
Senior Program Manager	\$ 300/ hour
GIS/Designer/Drafter*	\$ 122/ hour
Senior GIS/Designer/Drafter	\$ 166/ hour
Project Controls Professional*	\$ 137/ hour
Senior Project Controls Professional	\$ 210/ hour
Project Administrator*	\$ 115/ hour

TECHNICIAN NON-PREVAILING WAGE (OFF-SITE) RATES

Technician * - ACI/Soils/Asphalt Testing & Observation	\$ 115/ hour
Special Inspector* - ICC Certified Structural Inspector (Masonry, Shotcrete and PT Slab Services, Reinforced Concrete, High Strength Bolting, and Floor Flatness)	\$ 126/ hour
Special Inspector* - CWI/NDT/NACE (Welding, NDT, NACE)	\$ 152/ hour

PREVAILING WAGE (ON-SITE AND TRAVEL) RATES

Group 1^* (Lead Insp - NC 63-3-9-2024-1)	\$ 237/ hour
Group 2^* (Bldg Inspector - NC 63-3-9-2024-1)	\$ 231/ hour
Group 3^* (Soils - NC 63-3-9-2024-1)	\$ 210/ hour
Group 4^* (Concrete - NC 63-3-9-2024-1)	\$ 195/ hour

- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates marked ^ do apply to NC 63-3-9-2024-1 prevailing wages. Group 3 Soils rate may be used for any professional staff handling soil during pre-construction, construction, or demolition activities in accordance with California AB1768. Second shift rates (not shown) apply to any work starting after 2pm and before 4am and will incur a separate rate in accordance with California DIR.
- ✓ Travel time will be charged at the prevailing wage rate, as required per the determination and the Public Works Manual Section 4.1.5.
- ✓ PW rates will be charged, including retroactively, for the covered scope items if the DIR directs that this is covered work at any time during the life of this agreement, or thereafter.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

KLEINFELDER, INC – NorCal Pacific Area, Geo Services

2025 RATE SCHEDULE



Developed for: 2025 City of Merced

Geotechnical and Materials Laboratory Testing Rates are in accordance with Fee Schedule (attached)

~~Subcontractor Fees and Other Direct Costs to be reimbursed at cost plus 10%.~~

Travel related expenses to be reimbursed at cost.

Mileage to be billed at current IRS rate.

Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5X the hourly rate shown above. Overtime applies to () rates only.

Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2026. Labor Escalation Rate to be 5%.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
Standard Proctor	D698, T99	\$	305	each
Modified Proctor	D1557, T180	\$	305	each
Rapid Determination of Compaction*	D5080	\$	250	each
1-Point Proctor, Check Point	T272	\$	180	each
Proctor Oversize Correction	D4718	\$	95	each
Treated Soil Proctor	D558	\$	400	each
Minimum and Maximum Relative Density	D4254, D4253	\$	535	each
Maximum Density by Vibratory Hammer	D7382	\$	695	each
Moisture/Density, TEX 113-E	TEX113-E	\$	345	each
Moisture/Density, TEX 114-E	TEX114-E	\$	345	each
California Impact, CT 216	CT216	\$	285	each
*Field Test				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method[†]	Fee		
Visual Classification	D2488	\$	37	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	115	each
Sieve Analysis, Fine	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	165	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	210	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	230	each
Water Content	D2216, D4363, T265	\$	32	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	58	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	150	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	230	each
Soil Specific Gravity	D854, T100	\$	285	each
Soil Organic Content	D2974-C	\$	160	each
Fiber Content of Peat Soils	D1997	\$	335	each
Pinhole Dispersion Classification	D4647	\$	660	each
Soil pH	D4972, G51	\$	74	each
Double Hydrometer for Dispersive Soils	D4221	\$	345	each
Crumb Test for Dispersive Soils	D6572	\$	110	each
Soil Resistivity	G187	\$	200	each
Chloride Content		\$	89	each
Sulfate Content		\$	74	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	410	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	1,195	each
Methylene Blue	C837	\$	290	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method[†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	440	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	820	each
Resistance R-Value	D2844	\$	410	each
Resistance R-Value of Treated Material	D2844	\$	475	each
Rock Correction for R-Value	D2844	\$	105	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	220	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	1,195	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	210	each
CT373, 1 Lime Content	CT373	\$	460	each
CT373, 3 Lime Contents	CT373	\$	1,385	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	245	each
Resilient Modulus	T307	\$	600	each
CTB Strength, Individual Specimen		\$	230	each
CTB Strength, Set of 3, Without Design		\$	525	each
CTB Complete Mix Design		\$	Inquire	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	37	each
Unconfined Compressive Strength	D2166, T208	\$	180	each
Direct Shear, 1 Point	D3080, T236	\$	190	each
Direct Shear, 3 Points	D3080, T236	\$	495	each
Direct Shear, Residual Strength, Each Point	D3080-Modified	\$	315	each
Consolidation without Time Rate Plots	D2435-Modified	\$	430	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	565	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	800	each
Collapse Potential	D5333	\$	315	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	380	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	220	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	600	each
Expansion Index	D4829	\$	245	each
Denver Swell Test		\$	220	each
Permeability, Rigid Wall	D2434	\$	565	each
Permeability, Flexible Wall	D5084-C	\$	495	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	630	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,560	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	265	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	800	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	380	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250	each
Vane Shear – Motorized	D4648	\$	100	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	150	each
Rock Mohs Hardness	IRSM	\$	100	each
Rock Point Load Index, per Point*	D5731	\$	68	each
Rock Slake Durability	D4644	\$	250	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	125	each
Rock Direct Tensile	D2936	\$	250	each
Rock Unconfined Compression	D7012-C	\$	315	each

Above testing fees include routine sample preparation (end grinding) and sample photographs.

**Point load and splitting tensile test fees are per break, not per set of ten.*

AGGREGATE TESTS

Test	Standard Test Method[†]	Fee		
ASR Reactivity, Long Method	C227, C1293	\$	2,135	each
ASR Reactivity, Short Method	C1260, C1567	\$	1,195	each
Cleanliness Value	CT227	\$	210	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	130	each
Coarse Specific Gravity & Absorption	C127, T85	\$	125	each
Fine Specific Gravity & Absorption	C128, T84	\$	185	each
Coarse Durability	D3744, T210	\$	190	each
Fine Durability	D3744, T210	\$	190	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	120	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	130	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	370	each
Los Angeles Abrasion, Large Aggregate	C535	\$	250	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	250	each
Mortar Sand Strength	C87, CT515	\$	820	each
Organic Impurities	C40, T21	\$	125	each
Sand Equivalent	D2419, T176	\$	190	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	115	each
Sieve Analysis, Fine	C136, T27	\$	165	each
Sieve Analysis, Coarse	C136, T27	\$	165	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	210	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	190	each
Unit Weight	C29, T19	\$	84	each
Water Content	D2216, C566, T255	\$	32	each
Texas Wet Ball Mill	TEX116E	\$	380	each
Decantation Wash	TEX406A	\$	115	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	180	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

[†]Common ASTM, AASHTO and DOT test methods.

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2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

FILTER MEDIA TESTS

Test	Standard Test Method [†]	Fee		
Filter Media, Sieve Analysis (<i>includes d10, d60, es, cu</i>)	AWWA B100	\$	230	each
Filter Media, Mohs Hardness	AWWA B100	\$	230	each
Acid Solubility	AWWA B100	\$	230	each

CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
Concrete Compression	C39	\$	42	each
Concrete Core Compression	C42	\$	105	each
Concrete Flexural Strength	C78	\$	130	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	42	each
Concrete Drying Shrinkage, set of 3*	C157	\$	640	Each
Concrete Core Thickness	C174	\$	58	each
Concrete Laboratory Trial Batch**	C192	\$	1,750	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	600	each
Concrete Splitting Tensile Strength	C496	\$	175	each
Concrete Absorption	C497, C642	\$	200	each
Concrete Cylinder Unit Weight	C567	\$	200	each
Non-Shrink Grout Compression	C1107, C579	\$	42	each
Shotcrete Compression	C1140, C1604	\$	89	each
Shotcrete Core Grading	ACI 506.3	\$	150	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	945	each
Concrete Direct Tensile	D2936, CRD C164	\$	525	each
CLSM Compression	D4832	\$	58	each

*For sets greater than 3, add \$100 per prism

**Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
RCC Compression	C1435/C39	\$	68	each
RCC Air Content	C1849	\$	125	each
RCC Unit Weight	C1849	\$	125	each
RCC Consistency and Density (VeBe)	C1170	\$	1,680	each
RCC Accelerated Cure	C1768 - modified	\$	790	each
RCC Trial Batch	ACI 211.1	\$	inquire	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

MASONRY TESTS

Test	Standard Test Method [†]	Fee		
Masonry Grout Compression	C1019, C942	\$	42	each
Masonry Mortar Compression	C270, C780	\$	42	each
Masonry Core Compression and Shear	CA DSA	\$	210	each
Masonry Prism Compression	C1314	\$	160	each
CMU Absorption and Received Moisture	C140	\$	125	each
CMU Compression	C140	\$	130	each
CMU Dimension Verification	C140	\$	60	each
CMU Lineal Shrinkage	C426	\$	350	each

ASPHALT TESTS

MIX PROPERTY TESTS				
Test	Standard Test Method [†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203, AI-MS-2	\$	68	each
VMA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
VFA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
Volumetric Properties (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	68	each
AC Moisture Content	T329	\$	85	each
Gradation of Extracted Aggregate	D5444	\$	160	each
AC Content by Extraction	D2172	\$	375	each
AC Content by Ignition Oven	D6307, T308	\$	200	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	440	each
Hveem Stability	D1560	\$	440	each
Hveem Stability without Compaction	D1560	\$	230	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	220	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method [†]	Fee		
AC Core Thickness	D3549	\$	45	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	68	each
Unit Weight, Gyratory Method	D6925, T312	\$	400	each
Unit Weight, Hveem Method	D1561	\$	390	each
Unit Weight, Marshall Method	D6926	\$	285	each
Maximum Theoretical Specific Gravity	D2041	\$	210	each
Moisture Induced Damage	T283	\$	1,695	each
Hamburg Wheel Track, Set of 2	T324	\$	1,270	each
Index of Retained Strength	D1075	\$	1,445	each
Indirect Tensile Strength (<i>does not include compaction</i>)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	440	each
Caltrans Tensile Strength Ratio	CT371	\$	2,310	each
Caltrans Optimum Bitumen Content OGFC	CT368	\$	2,135	each
Film Stripping	CT302	\$	190	each
Mix Design, Hveem Method	CT367	\$	Inquire	each

[†]Common ASTM, AASHTO and DOT test methods.

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2024 KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

Mix Design, Marshall Method	AI-MS-2	\$	Inquire	each
Mix Design, Superpave Method	AI-MS-2	\$	Inquire	each

EMULSION TESTS

EMULSION TESTS				
Test	Standard Test Method [†]	Fee		
Emulsion Settlement	D6930, T59	\$	295	each
Emulsion Sieve Test	D6933, T59	\$	130	each
Emulsion Storage Stability	D6930, T59	\$	230	each
Emulsion Torsional Recovery	CT332	\$	200	each
Particle Charge	D7402, T59	\$	130	each
Residue by Evaporation	D6934, T59	\$	145	each
Saybolt Viscosity	D7946, T59	\$	200	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	440	each

METAL TESTS

BOLT TESTS				
Test	Standard Test Method [†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	300	each
Bolt Hardness	E18	\$	40	each
Bolt Proof Load	F606	\$	60	each
Bolt Wedge Tensile	F606	\$	65	each
Nut Hardness	E18	\$	40	each
Nut Proof Load	F606	\$	60	each
Washer Hardness	E18	\$	40	each
*An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.				

REINFORCING BAR TESTS				
Test	Standard Test Method [†]	Fee		
Bend	A370, E290	\$	60	each
Rebar Tensile, up to No. 11	A370, E8	\$	120	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	300	each
Rebar Coupler Slip	A370, A1034, CT670	\$	225	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	150	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	350	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	150	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	350	each
Modulus of Elasticity*	A370	\$	300	Each
Epoxy Coating Thickness	A775, A934	\$	130	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	130	each
Epoxy Flexibility - Bending	A775, A934	\$	130	each
*Machined specimens only, in addition to the tensile fee.				

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**2024 KLEINFELDER FEE SCHEDULE FOR
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

METAL TESTS

Test	Standard Test Method[†]	Fee		
PT Strand Tensile	A370, A1061	\$	255	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	190	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	350	each
Reduced Section Tensile*	A370	\$	250	each
Rockwell Hardness	E18	\$	40	each
Macroetch	E381	\$	500	each
Charpy Impact, Set of 3 **	A370, A673	\$	1,000	each
Galvanization Thickness	B499, E376	\$	35	each
Fireproofing Density	E605	\$	115	each

**Machining test specimens is not included. Additional fees for stress-strain diagram.*

***Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.*

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS

Test	Standard Test Method[†]	Fee		
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	805	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION

Test	Standard Test Method[†]	Fee		
Sample Cutting and Trimming		\$	42	each
Sample Preparation		\$	75	each
Sample Remolding		\$	100	each
Contamination Fee		\$	varies	each
Sample Disposal Fee		\$	10	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS TESTING EQUIPMENT

EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT			
Equipment	Invoice Name	Test Method†	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 /day

VEHICLES		
Description	Invoice Name	Price
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	\$0.80 / mile
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	\$1.60 / mile
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	\$10.00 / hour
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour

OFFICE EQUIPMENT		
Description	Invoice Name	Price
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD – BOND	\$0.60 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

†Examples of common test methods. Other methods may exist.

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:

- | | | |
|--|--|---|
| <input type="checkbox"/> License (1)* Type _____ | <input type="checkbox"/> Business License (2)* | <input type="checkbox"/> Bonds (6)* |
| <input type="checkbox"/> Insurance (13)* | <input type="checkbox"/> Workers' Compensation (14)* | <input type="checkbox"/> Prevailing Wages (15)* |

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

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

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

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

Consultants

Print Name

Name of Business Entity

Signature

Date

Phone No.

Position/Title

License No.:

(If Applicable)

Accepted by City of Merced
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.