

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MERCED
AND
DOKKEN ENGINEERING**

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 Dokken Engineering a Stock Corporation whose address of record is 110 Blue Ravine Road, Suite 200, Folsom, California 95630, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City requires on-call services for engineering 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 engineering and surveying 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.

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.

Consultant is advised that any recommendation for Contract award is not binding on City until the Contract is fully executed and approved by City.

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 One Million Dollars (\$1,000,000.00). 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. There 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
- vi. (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

C. Automobile Insurance.

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

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

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

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

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

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 on 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:
- iii. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - iv. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - v. Does not have a proposed debarment pending; and
 - vi. 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.
- B. 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: _____
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7/19/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

CONSULTANT

BY: _____

(Signature)

John A. Klemunes, Jr.

(Typed Name)

Its: President

(Title)

BY: _____

(Signature)

Camran Sadeghi

(Typed Name)

Its: Secretary

(Title)

Taxpayer I.D. No. 68-0099664

ADDRESS: 110 Blue Ravine Rd, #200

Folsom, CA 95630

TELEPHONE: 916-858-0642

FAX: 916-858-0643

E-MAIL: jlockhart@dokkenengineering.com

EXHIBIT A



DOKKEN ENGINEERING

May 29, 2025
Attn: Daryl Jordan
City of Merced – Engineering Division
678 West 18th Street, 2nd Floor
Merced, CA 95340

PRIMARY CONTACT

Jacqueline Lockhart, PE | Contract Manager

Office: 110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Telephone: (916) 858-0642 (o)
E-Mail: jlockhart@dokkenengineering.com

RE: Request for Qualifications for On-Call General Civil Engineering

Dear Mr. Jordan and Selection Committee:

Dokken Engineering has had the pleasure of working with the City of Merced over several years delivering civil engineering services for a variety of projects through the City's current on-call contract, as well as part of the Highway 99 and Black Rascal Creek Widening project, and is ready to continue providing successful transportation design services through the City's on-call contract under the General Civil Engineering services category. With Dokken's in-house experienced team of transportation staff who specialize in providing roadway, bridge, hydraulic engineering, traffic, environmental, funding assistance, and public outreach services, our team's knowledge ensures thoroughly vetted project strategies that will exceed the City's expectations.

Since many of our specialties are in-house, communication and collaboration among team members is easy and efficient. Dokken's key staff can walk to each other's offices and discuss project ideas and challenges, resolving potential issues quickly. Even during times of more virtual coordination, our staff and team members meet regularly to discuss issues via Microsoft Teams, and other conferencing software platforms if an in-person meeting is not an option. Together as a team, we are aptly suited for this on-call contract in several important respects:

Responsiveness - We understand that with an on-call contract, time is of the essence. Dokken takes pride in our quick response to task assignments and information requests. We respond promptly to your needs, whether it is for full project development or for information needed that day. Our goal is to make your job easier by delivering high quality products on time and within budget. We respond to each request for information within 24 hours.

Knowledgeable Contract Manager - Jacqueline Lockhart, PE, brings 20 years of design and project management experience for various projects throughout California, from roadway widenings and realignments, interchange design, complete streets, pavement rehabilitation, bridge projects, site development, and underground infrastructure projects. Throughout her career, she has developed a reputation based on collaborative communication and maintains a 'project first' philosophy that keeps all decisions made in the best interest of the project and the community the agency serves. Jacqueline will work with the City to develop well thought out projects from the beginning and serve as a trusted extension of City staff, allowing projects to proactively move forward towards the goal of buildable projects for the City.

Extensive On-Call Experience - One of Dokken's greatest strengths is our exceptional understanding and experience addressing the specific needs of public agency projects and programs. Over the past five years, we have provided on-call general engineering services to over 30 agencies including:

- City of Chico
- City of Elk Grove
- City of Merced
- City of Rancho Cordova
- City of Sacramento
- Town of Paradise
- Contra Costa County
- Monterey County
- Sacramento County
- Placer County
- Caltrans Districts
1, 2, 3, 6, 9 10, & 11
- Caltrans Structures Office
- Department of Water Resources

Dokken's mission is to provide superior service to our clients. We strive to be responsive and flexible, which results in projects being delivered on time and within budget. Thank you for this opportunity to continue our relationship with the City of Merced. If you have any questions, please contact our Contract Manager, Jacqueline Lockhart, PE at the contact information listed at the top of this letter. On Behalf of Dokken Engineering, I, John A. Klemunes, Jr., President, am so authorized to legally bind this proposal and any contracts on behalf of the company.

Sincerely,

DOKKEN ENGINEERING, INC.

John A. Klemunes, Jr., PE
President
(916) 858-0642
jklemunes@dokkenengineering.com

Jacqueline Lockhart, PE
Project Manager
(916) 858-0642
jlockhart@dokkenengineering.com

5257/JR/JL/kt



Firm Introduction

ABOUT DOKKEN ENGINEERING

Founded in 1986, Dokken Engineering (Dokken) is a multi-discipline, professional services firm specializing in all phases of project development, including feasibility studies and PSRs, preliminary engineering, PA&EDs, PS&Es, and construction management for public agency clients. During the past 38 years, we have developed an exceptional depth of experience and expertise, having engineered, and obtained environmental compliance on more than 3,000 infrastructure projects, including more than 2,000 federally funded projects. Dokken almost exclusively works with public agencies, including the **City of Merced, City of Modesto, City of Lathrop, City of Ceres, City of Sacramento, City of Elk Grove, San Joaquin County, Stanislaus County, Sacramento County, and other cities, counties, and municipal agencies within the Central Valley and surrounding areas.**

Many of Dokken's staff have experience working previously for and directly with local agencies or resource agencies. Through this combined experience, we can better understand the circumstances of our client's projects and meet their needs by developing the best approach and innovative solutions for project delivery. As a result of our collective experience, we save our clients valuable time and money in delivering their projects.

Dokken employs a diverse group of **over 160 civil, structural, roadway, traffic, stormwater, hydraulics/hydrology, and drainage engineers, as well as environmental planners, community outreach and funding experts, and right of way specialists.** This collective experience allows Dokken to better understand and meet the needs of our clients, develop the best approach to achieving project approval through the oversight agencies, and deliver the project effectively. Dokken firmly believes that knowledgeable and experienced project management leads to a streamlined project, saving valuable time and money. Dokken has a successful 38-year history of working with cities, counties, and transportation planning agency clients across California. Additional firm-wide resources allow us to utilize the most qualified team members with expertise specific to the project scope and deliver quality results in a timely manner.

Financial Responsibility

Dokken is a growing, financially responsible firm with the majority of our business coming from repeat clients. Dokken is financially sound and has no long-term debt. Dokken promptly pays our subconsultants and vendors, evidenced by our Class 1 credit ratings with Dun & Bradstreet (DUNS #15-020-9971). For all Dokken's years in business, we have maintained insurance coverage that exceeds industry standards through reputable insurance companies with the highest A.M. Best ratings. As a California Corporation for the past 38 years, there are no planned or anticipated changes in our business organization or operations. Dokken meets all of Caltrans' A&E Consultant Audit and Review Process requirements and successfully navigates the audit and review process with every one of our projects subject to Caltrans oversight. Dokken has our financial statements and overhead rate voluntarily audited annually by an independent CPA to expedite the Caltrans audit process and to ensure that our financials and indirect cost rate comply with all federal funding rules. Also, Dokken's accounting staff and independent auditors regularly attend Caltrans Audits and Investigations training sessions to ensure that we are up to date with the latest requirements.

In-House Expertise

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

Roadway and Highway Design | Roadway and complete streets design is an integral component of Dokken's services. From local roads to freeways and interchanges, our engineers design simple and complex roadway widenings, interchanges, new roads, realignments, and extensions, as well as the required improvements to the surrounding area such as sidewalks, guardrails, bike and pedestrian pathways/trails, aesthetic landscaping and hardscaping, Americans with Disabilities Act (ADA) facilities, bus stop/pullouts, roundabouts, and intersection signalization. Our roadway projects are supported by technical staff from our structures, environmental, hydraulics and water resources, traffic/electrical, and right of way groups. Over the past 38 years, Dokken has designed thousands of miles of roadway and highway throughout California.

Trail, Bicycle, and Pedestrian Improvements | Dokken is well versed in the needs of pedestrian mobility and knows that pedestrian safety is a major concern for public agencies throughout the State, whether it is walking or riding a bicycle. Our team understands and is up to date on all design standards, most importantly those associated with ADA requirements. Most recently, construction was completed for a project Dokken designed for 4.8-miles of a Class I Bike Trail for the City of Sacramento; the project converted the old railroad right of way into a 15-foot multi-use path. Dokken has designed over 50 bikeway and trail projects throughout the State.



DOKKEN ENGINEERING, INC.

Headquarters:

110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Tele: (916) 858-0642
Fax: (916) 858-0643

ORGANIZATIONAL STRUCTURE:

Business Classification:

CA Corporation

Year of Incorporation: 1986

Total Number of Employees: 164

FIRM CAPABILITIES & EXPERTISE:

- Project Management
- Roadway & Structures Design
- Water Resources
- Public/Stakeholder Outreach
- Utility Coordination
- Trail, Bicycle, and Pedestrian Improvements
- Highway Safety/Guardrail Upgrades
- Pavement Rehabilitation
- Erosion/Bank Repairs
- Site Design
- Railroad/CVFPB/PUC Coordination
- Construction Support
- Transportation Planning & Funding Assistance
- NEPA/CEQA Documents
- Environmental Permitting & Mitigations

www.dokkenengineering.com

Traffic Signal and Street Lighting Design | Dokken has designed over 300 traffic signals and modifications, and as many lighting systems for freeway interchanges, large arterials, collectors and urban city streets and intersections, as well as parks, rural intersections, and historic downtowns. Dokken has designed and modified traffic signal systems as part of road and bridge projects and as standalone projects. Our signal design engineers are familiar with the Caltrans Traffic Signal and Electrical Design Guide, the California MUTCD, Caltrans Standard Plans and Specifications, the Caltrans HDM, and AASHTO publications.



Highway Safety and Guardrail Improvements | Our team can manage guardrail and barrier improvement projects of any size. We have replaced railing on hundreds of projects throughout California and are recently completed construction for Contra Costa County for replacement of guardrails in 41 locations throughout a section of the County and are in final design for another 54 locations within the County. Additionally, we have completed 7 task orders for highway safety improvements and guardrail replacement under our Caltrans District 2 on-call contract and a guardrail replacement project along SR 99 near Atwater as part of our Caltrans District 10 on-call contract.



Structures Design and Bridge Maintenance | Dokken has successfully completed hundreds of structure designs, from rural one and two-lane HBP bridges, to complex multi-level freeway-to-freeway interchanges. Additional structure designs include pedestrian overcrossings, bicycle bridges, viaducts, and retaining/sound walls. Dokken has also provided seismic stability evaluations and retrofit plans. Additionally, Dokken specializes in bridge preventive maintenance. We provide expert guidance on assessing the structural health of bridges, developing maintenance and rehabilitation strategies, and implementing proactive measures to extend their service life. Our team conducts detailed inspections, identifying early signs of deterioration and recommending cost-effective solutions such as joint and bearing pad repairs/replacements, resurfacing, corrosion protection, railing repairs, scour repairs/mitigation, and fire damage repairs. Our structures team has innovative and cost-effective design solutions which save our clients millions of dollars. Paying careful attention to the details of a project's setting, along with client and community feedback, our designs meet the unique conditions of each project.



Pavement Rehabilitation | Our proposed team has studied existing pavement conditions on hundreds of projects for public agencies; providing cost effective recommendations to rehabilitate pavement and provide additional design life. Our team recently completed design and construction of a mile long stretch of road for the City of Sacramento that utilized full digouts, milling and overlay, and microsealing and is providing construction support for a Full Depth Reclamation (FDR) project for Yuba County.



Water Resources | Dokken employs professional engineering staff with extensive experience in all aspects of hydrology, hydraulics, drainage design, and stormwater quality compliance. These staff members, including QSD/QSP certified professionals, are experts in assessing drainage issues, conducting analyses, and coordinating with other disciplines to develop balanced, cost-effective solutions. Through the application of spread analysis, inlet efficiency, culvert and storm drain analysis, open channel design/hydraulic modeling, and detention basin design, our drainage/hydraulic designs keep roadways and public areas free of flooding. Our team has provided hydrology, hydraulics, drainage design, and stormwater quality compliance for various public agency infrastructure projects such as detention and retention basins, storm drains, bio swales, culverts, drainage ditches, and slope stabilization. Protecting the quality of our water resources requires an understanding of the ever-evolving landscape of Clean Water Act policies. From the preparation/enforcement of Storm Water Pollution Protection Plans for General Construction Permit compliance to the evaluation, design, and documentation of permanent BMPs for MS4 compliance, Dokken's certified QSD/QSP staff have the experience and expertise to assist the City with all related NPDES requirements. Dokken's staff propose solutions that are easy to maintain and are appropriate to the project environment.



Erosion and Embankment Repair | Storm events and their associated damage have been a significant issue for many agencies the last few years. Our team of civil and hydraulic engineers, including QSD/QSP certified professionals, are experts in assessing erosion and embankment issues, conducting analyses, and coordinating with other disciplines to develop balanced, cost-effective solutions. We have completed numerous embankment repair projects utilizing techniques from erosion control, rock slope project, slope regrading, and various structural improvements, each designed to repair the damage and prevent further embankment degradation during future events.



Environmental Services | Dokken has an experienced in-house Environmental Services Group that works on our roadway, bridge, and infrastructure projects throughout California. We have established professional working relationships with federal and state regulatory agencies based on technical excellence and a thorough understanding of regulatory processes, including: Environmental Document Preparation (National Environmental Policy Act (NEPA) / California Environmental Quality Act (CEQA) Analysis and Compliance); Technical Studies & Reports; and Environmental Regulatory Permitting & Compliance. Dokken's hands-on approach and technical experience have accelerated schedules for all regulatory requirements of the Federal Clean Water Act (CWA), Sections 401, 402, and 404; NEPA; the National Historic Preservations Act (NHPA), Sections 106 and 110; the Federal Endangered Species Act (ESA), Sections 7 and 10; CEQA; the California Endangered Species Act (CESA); and 1600-16116 California Fish and Game Codes. Dokken's environmental team has supported the City as environmental related needs have arose. When a couple of last minute bird nesting surveys have been needed, Dokken's biologists were available to quickly survey the area and provide results which allowed the construction project to move forward without delay.



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



Methodology and Work Plan

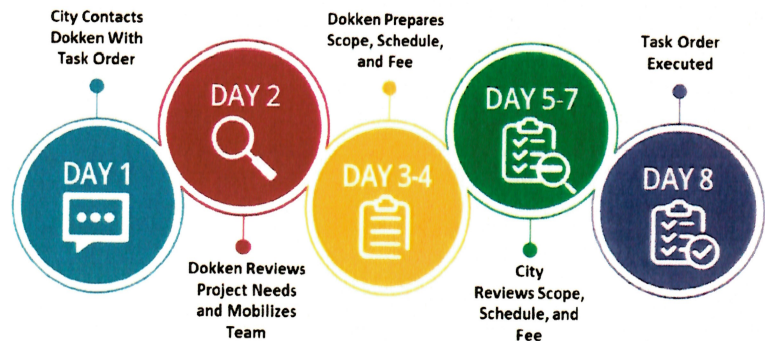
TECHNICAL APPROACH

Dokken's mission is to provide superior service to our clients for all their transportation and related infrastructure improvement projects. We achieve this mission by being responsive and flexible to our client's needs. Dokken has developed a system to manage multi-task contracts that has been proven to be efficient, responsive, and flexible for our clients. Our system is simple; it is founded on clear communication within our team as well as with the City, which ultimately streamlines the project delivery process and allows all work to be completed on schedule and within budget.

Our proven approach to the successful delivery of projects includes:

- ✓ **Being Responsive** - Nearly every engineering project is time sensitive, whether due to public safety, funding deadlines, permitting conditions, or environmental clearance requirements. Dokken understands the nature of these circumstances and places a high value on responsiveness and quick turnaround; as a result, we are perpetually ready to assist the City in taking advantage of limited windows of opportunity on short notice.

The flow chart to the right illustrates the process involved in getting a task order executed. The Dokken team commits to immediately developing a scope, schedule, and fee after receipt of the City's request for services. We have found that for time sensitive tasks it is often quicker to have Dokken prepare the initial scope after the first meeting with the City. This responsiveness and focus on communication will continue throughout the project.



- ✓ **Developing Comprehensive Scopes** - A comprehensive scope is required to develop an accurate schedule and fee. Our goal is to accurately define the project scope and eliminate task order amendments.
- ✓ **Developing a Critical Path Schedule** - Developing an accurate project schedule requires the ability to understand the entire development process and determine the schedule for critical path tasks. Each of Dokken's projects is guided by a project baseline schedule, clearly indicating milestones, major activities, and deliverables at a level of detail appropriate to the project and phase.
- ✓ **Starting With the End in Mind** - Successful engineering designs require foresight and proper perspective at all stages of the project's development. Our focus considers the big picture from the start and refines the view to a more detailed perspective as the project progresses. While the project constantly evolves and adapts, our focus always points toward a completed design and construction.
- ✓ **Preparing Detailed Preliminary Engineering** - Detailed preliminary engineering provides the foundation for the project from concept to completion and results in accurate cost estimates at the beginning of a project that can be utilized for budgeting by the City.
- ✓ **Preparing Constructible Plans, Specifications, and Estimate (PS&E) Packages** - Dokken uses a proven process that begins with base mapping and alternative development with construction in mind at every design phase. We understand that a constructable package includes plans, specifications, and a bid item list that all match and are consistent with each other, thereby eliminating potential change orders during construction.
- ✓ **Performing Effective Public Outreach** - An effective public outreach plan reduces the potential for negative publicity and construction delays. Dokken is familiar with noticing, preparing for, and presenting at public outreach events and is ready for the key issues that come up at public meetings/workshops, such as right-of-way, project aesthetics, and construction schedule.
- ✓ **Being Responsive During the Construction Phase** - Dokken's focus is getting projects built. We will support the City staff in bid evaluation and acceptance. We will prepare for pre-construction meetings, provide additional drawings as required, respond to RFIs, and review contractor submittals.

Dokken's no bureaucracy culture and responsive team make us a very nimble consultant. This dexterity, combined with our knowledgeable and experienced staff, allows us to respond to a wide range of needs promptly and thoroughly. Our team is committed to responding quickly to task orders and ensuring each project is completed on time and within budget.

MANAGEMENT APPROACH

Our project management philosophy is to treat every client as if they are our only client. For us, project management means contract compliance, meeting budgets and schedules, maintaining accurate file systems, and assembling the appropriate team to do the job. It means monitoring subconsultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery.

Dokken uses a consistent project management approach on all projects. It is our goal to be an extension of City staff, with our team providing the resources and tools necessary to deliver the project with minimal City oversight.

- ✓ **"No Surprises" Communication** - Dokken maintains constant communication with our clients. Emerging issues are brought to our clients' attention, along with proposed solutions.



- ✓ **Clear, Concise, and Complete Reporting** – Dokken's monthly progress reports include accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. We coordinate and facilitate regular progress and team meetings and prepare all exhibits and handouts.
- ✓ **Project Schedule Monitoring** – Each of Dokken's projects is guided by a project baseline schedule, clearly indicating milestones, major activities, and deliverables at a level of detail appropriate to the project. The schedule drives the project, not the reverse.
- ✓ **Budget Control** – The best way to control the budget is to follow the project schedule. This avoids costly over-runs and extended production times. The key to preserving budgets is to start on time, get it right, and submit the deliverables by the deadline.

In order to ensure that all technical work is coordinated, and project issues and action items are addressed, Jacqueline is directly in charge of project management. Therefore, Jacqueline, **supported by experienced Task Order Managers**, will:

- **Work with the City's Project Manager** to develop and negotiate a realistic scope, schedule, and budget for each task order;
- **Prepare a Work Plan** that provides definitive directions to the project team and includes specific instructions regarding means and methods assumptions included in the scope of work;
- **Implement communication protocols** that facilitate communication between the City and Dokken, including face-to-face meetings, phone calls, email, written documents, and web meetings to meet the project needs;
- **Regularly compare** the contracted scope and budget vs. actual real-time expenses;
- **Conduct frequent project team meetings** to facilitate informed discussions, decisions, and team consensus on solutions and action items. Schedule, including milestones and deliverables, is discussed at every team meeting;
- **Consistently use project tracking tools**, such as issue/decision logs, progress reports and schedule updates. These documents are frequently maintained and submitted to all team members and discussed at team meetings to ensure all issues are addressed and tasks successfully completed; and
- **Schedule QC activities** with Juann Ramos, PE, the QA/QC Manager, to ensure the project is meeting the project goals at key milestones of design.

Jacqueline will also assess the short- and long-term needs of each task order to ensure that Dokken is appropriately staffed and available for the duration of the contract. Jacqueline is also available to meet with the City project delivery staff to review the performance of our Dokken team and/or to help the City develop ideas to mitigate any challenges before they become an issue.

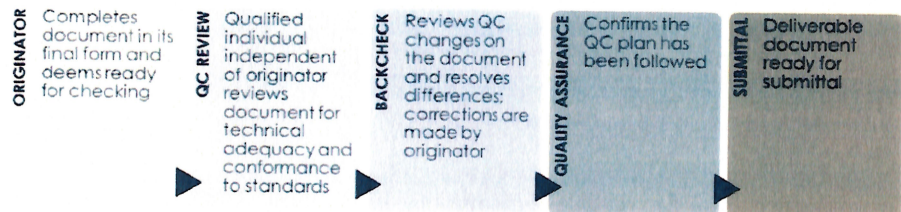
QUALITY ASSURANCE/QUALITY CONTROL

Dokken is committed to the City in delivering project documents whose quality exceeds industry standards. **Quality is not just a priority; it is one of our core values.**

From the project inception, QA/QC procedures will be implemented in accordance with the project Quality Management Plan. Our procedures incorporate continuous product review cycles during plan development, as well as a series of formal review procedures completed for major project deliverables. The review of deliverables needed to satisfy the QA/QC procedure is built into our proposed schedule.

Mr. Juann Ramos, PE, will be the QA/QC Manager for all task orders. He will ensure all deliverables are QC reviewed by a Senior Engineer prior to submittal. The documents will then be revised as needed to address the QC review. Prior to submittal, Juann will provide quality assurance by verifying all comments were properly addressed. He will develop the Quality Management Plan which will describe the processes and the procedures, including checklists to be followed on all task orders.

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



COST MANAGEMENT

Dokken understands local agencies stretch every dollar to maximize the project benefit and also leverage these local dollars with State and Federal Grants and Programs to further deliver their CIP. Project construction cost management is performed from preliminary engineering through final PS&E to ensure the most economical project is constructed which meets the project goals. Each new task order is thoroughly studied to identify all tasks required to develop and produce the PS&E ready for advertising.

Because we have delivered over 3,000 projects in 38 years and deliver multiple infrastructure projects to construction every year, we know what needs to be done and include that right up front in the scope of work to avoid the need for contract amendments.

Dokken takes pride in completing projects within the agreed upon budget and schedule. Our success is proven by the number of projects out to construction each year. For 2024, Dokken delivered 32 projects with a total construction value of \$330 million.

Our cost control starts with making sure task order assignments are given to the appropriate staff with the expertise that aligns with the needs of the project. Correctly maintaining the budget is achieved through application of several different cost tracking methods. This includes tracking progress (i.e., percent complete) and comparing to costs incurred in order to assess project's budget status. Dokken will use City standards and formats, making invoice review streamlined and familiar to the City. Jacqueline will monitor the project's progress on a weekly basis and will use the following approaches to maintain a project's schedule:

- Assign staff with the appropriate level of expertise that can **develop and deliver submittals correctly the first time and avoid costly rework.**
- Create a detailed project schedule that outlines all tasks, including QC efforts, and tasks to be performed by City staff, with completion dates necessary to achieve the overall schedule goal.
- Frequently check-in with the team's production staff to update on task progress and implement corrective measures to maintain schedule.
- Conduct project team meetings during which task progress is discussed related to schedule and tasks means and methods are discussed to ensure production staff remain on the path identified at the project onset.
- Develop thorough meeting minutes and hold team members accountable with specifically identified tasks and deadlines.

SCHEDULE MANAGEMENT

The project's schedule will be monitored, and staffing adjusted, to meet milestones. Performance is monitored through quality control checks, review of actual versus planned progress, completion of action items prepared after meetings, monthly invoicing, and progress reporting.

Dokken has found the best way to control budget is to ensure the project schedule is followed. This method avoids costly over-runs and extended production times. **The key to preserving budgets is to start on time, get it right, and submit the deliverables on time.** Utilizing the same design team from the project beginning to the end ensures consistent thought and engineering practice, while eliminating wasteful hours spent "getting familiar" with a project.

Our team uses Microsoft Office products, including MS Project, to develop and maintain the critical path project schedule. The MS Project schedule will be supplemented with a deliverables schedule that identifies all project deliverables and submittal dates. The deliverables schedule is a critical project management tool because it specifies what is being delivered to the City and when it is to be submitted. The deliverables schedule will be updated monthly and discussed at the monthly team meeting to track the status of completed, progress and upcoming deliverables.

One component to schedule management is communication. Maintaining a monthly project team meeting, and focus meetings when an issue requires resolution, will ensure the project schedule is held.

We will work closely with your project staff to keep you informed on the status of your project and any pending decisions. Another component to maintaining the project schedule is identification of risks early in the process and developing ways to mitigate these risks.

PROJECT MANAGEMENT TOOLS



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

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Merced On-Call Engineering Services Contract No. TBD Participation Amount \$ TBD Date 18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	From	To			
Juann Ramos, PE* Principal in Charge QA/QC Manager Exempt	\$357.84	N/A	1/1/2025	12/31/2025	\$120.00		
	\$375.73	N/A	1/1/2026	12/31/2026	\$126.00	5.00%	
	\$394.52	N/A	1/1/2027	12/31/2027	\$132.30	5.00%	
	\$414.24	N/A	1/1/2028	12/31/2028	\$138.92	5.00%	
	\$434.96	N/A	1/1/2029	12/31/2029	\$145.86	5.00%	
Jacqueline Lockhart, PE* Contract Manager Task Order Manager Exempt	\$256.45	N/A	1/1/2025	12/31/2025	\$86.00		
	\$269.27	N/A	1/1/2026	12/31/2026	\$90.30	5.00%	
	\$282.74	N/A	1/1/2027	12/31/2027	\$94.82	5.00%	
	\$296.88	N/A	1/1/2028	12/31/2028	\$99.56	5.00%	
	\$311.72	N/A	1/1/2029	12/31/2029	\$104.53	5.00%	
Kris Kofoed, PE* Task Order Manager Senior Engineer 2 Exempt	\$259.43	N/A	1/1/2025	12/31/2025	\$87.00		
	\$272.41	N/A	1/1/2026	12/31/2026	\$91.35	5.00%	
	\$286.03	N/A	1/1/2027	12/31/2027	\$95.92	5.00%	
	\$300.33	N/A	1/1/2028	12/31/2028	\$100.71	5.00%	
	\$315.34	N/A	1/1/2029	12/31/2029	\$105.75	5.00%	
Pamela Dalcin-Walling, PE* Task Order Manager Senior Engineer 3 Exempt	\$289.25	N/A	1/1/2025	12/31/2025	\$97.00		
	\$303.72	N/A	1/1/2026	12/31/2026	\$101.85	5.00%	
	\$318.90	N/A	1/1/2027	12/31/2027	\$106.94	5.00%	
	\$334.85	N/A	1/1/2028	12/31/2028	\$112.29	5.00%	
	\$351.59	N/A	1/1/2029	12/31/2029	\$117.90	5.00%	
Ashley Orsaba-Finders, PE, QSD/P* Task Order Manager Senior Engineer 2 Exempt	\$259.43	N/A	1/1/2025	12/31/2025	\$87.00		
	\$272.41	N/A	1/1/2026	12/31/2026	\$91.35	5.00%	
	\$286.03	N/A	1/1/2027	12/31/2027	\$95.92	5.00%	
	\$300.33	N/A	1/1/2028	12/31/2028	\$100.71	5.00%	
	\$315.34	N/A	1/1/2029	12/31/2029	\$105.75	5.00%	

CALCULATION INFORMATION

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Merced On-Call Engineering Services Contract No. TBD Participation Amount \$ TBD Date 18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	From	To			
Rob Burns, PE, SE* Task Order Manager Senior Engineer 3 Exempt	\$283.29	N/A	1/1/2025	12/31/2025	\$95.00		Not Applicable
	\$297.45	N/A	1/1/2026	12/31/2026	\$99.75	5.00%	
	\$312.33	N/A	1/1/2027	12/31/2027	\$104.74	5.00%	
	\$327.94	N/A	1/1/2028	12/31/2028	\$109.97	5.00%	
	\$344.34	N/A	1/1/2029	12/31/2029	\$115.47	5.00%	
Matt Atkinson, PE, QSD/P, PMP* Task Order Manager Senior Engineer 2 Exempt	\$241.54	N/A	1/1/2025	12/31/2025	\$81.00		Not Applicable
	\$253.62	N/A	1/1/2026	12/31/2026	\$85.05	5.00%	
	\$266.30	N/A	1/1/2027	12/31/2027	\$89.30	5.00%	
	\$279.62	N/A	1/1/2028	12/31/2028	\$93.77	5.00%	
	\$293.60	N/A	1/1/2029	12/31/2029	\$98.46	5.00%	
Eric Espinoza, PE* Task Order Manager Senior Engineer 2 Exempt	\$238.56	N/A	1/1/2025	12/31/2025	\$80.00		Not Applicable
	\$250.49	N/A	1/1/2026	12/31/2026	\$84.00	5.00%	
	\$263.01	N/A	1/1/2027	12/31/2027	\$88.20	5.00%	
	\$276.16	N/A	1/1/2028	12/31/2028	\$92.61	5.00%	
	\$289.97	N/A	1/1/2029	12/31/2029	\$97.24	5.00%	
STAFF Principal in Charge Exempt	\$268.38 - \$447.30	N/A	1/1/2025	12/31/2025	\$120.00		\$90.00 - \$150.00
	\$268.38 - \$469.67	N/A	1/1/2026	12/31/2026	\$123.75	5.00%	
	\$268.38 - \$493.15	N/A	1/1/2027	12/31/2027	\$127.69	5.00%	
	\$268.38 - \$517.81	N/A	1/1/2028	12/31/2028	\$131.82	5.00%	
	\$268.38 - \$543.70	N/A	1/1/2029	12/31/2029	\$136.16	5.00%	
STAFF QA/QC Manager Exempt	\$268.38 - \$447.30	N/A	1/1/2025	12/31/2025	\$120.00		\$90.00 - \$150.00
	\$268.38 - \$469.67	N/A	1/1/2026	12/31/2026	\$126.00	5.00%	
	\$268.38 - \$493.15	N/A	1/1/2027	12/31/2027	\$132.30	5.00%	
	\$268.38 - \$517.81	N/A	1/1/2028	12/31/2028	\$138.92	5.00%	
	\$268.38 - \$543.70	N/A	1/1/2029	12/31/2029	\$145.86	5.00%	

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering

Project No. Merced On-Call Engineering Services Contract No. TBD

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Participation Amount \$ TBD Date 18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(1.5x)	OT(2x)	Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³				From	To			
STAFF Senior Engineer 3 Exempt	\$268.38 - \$447.30	N/A	N/A	N/A	1/1/2025	12/31/2025	\$120.00		\$90.00 - \$150.00
	\$268.38 - \$469.67	N/A	N/A	N/A	1/1/2026	12/31/2026	\$126.00	5.00%	\$90.00 - \$157.50
	\$268.38 - \$493.15	N/A	N/A	N/A	1/1/2027	12/31/2027	\$132.30	5.00%	\$90.00 - \$165.38
	\$268.38 - \$517.81	N/A	N/A	N/A	1/1/2028	12/31/2028	\$138.92	5.00%	\$90.00 - \$173.64
	\$268.38 - \$543.70	N/A	N/A	N/A	1/1/2029	12/31/2029	\$145.86	5.00%	\$90.00 - \$182.33
STAFF Senior Engineer 2 Exempt	\$238.56 - \$342.93	N/A	N/A	N/A	1/1/2025	12/31/2025	\$97.50		\$80.00 - \$115.00
	\$238.56 - \$360.08	N/A	N/A	N/A	1/1/2026	12/31/2026	\$102.38	5.00%	\$80.00 - \$120.75
	\$238.56 - \$378.08	N/A	N/A	N/A	1/1/2027	12/31/2027	\$107.49	5.00%	\$80.00 - \$126.79
	\$238.56 - \$396.98	N/A	N/A	N/A	1/1/2028	12/31/2028	\$112.87	5.00%	\$80.00 - \$133.13
	\$238.56 - \$416.83	N/A	N/A	N/A	1/1/2029	12/31/2029	\$118.51	5.00%	\$80.00 - \$139.78
STAFF Senior Engineer 1 Exempt	\$193.83 - \$283.29	N/A	N/A	N/A	1/1/2025	12/31/2025	\$80.00		\$65.00 - \$95.00
	\$193.83 - \$297.45	N/A	N/A	N/A	1/1/2026	12/31/2026	\$82.38	5.00%	\$65.00 - \$99.75
	\$193.83 - \$312.33	N/A	N/A	N/A	1/1/2027	12/31/2027	\$84.87	5.00%	\$65.00 - \$104.74
	\$193.83 - \$327.94	N/A	N/A	N/A	1/1/2028	12/31/2028	\$87.49	5.00%	\$65.00 - \$109.97
	\$193.83 - \$344.34	N/A	N/A	N/A	1/1/2029	12/31/2029	\$90.24	5.00%	\$65.00 - \$115.47
STAFF Associate Engineer 3 Exempt	\$193.83 - \$238.56	N/A	N/A	N/A	1/1/2025	12/31/2025	\$72.50		\$65.00 - \$80.00
	\$193.83 - \$250.49	N/A	N/A	N/A	1/1/2026	12/31/2026	\$76.13	5.00%	\$65.00 - \$84.00
	\$193.83 - \$263.01	N/A	N/A	N/A	1/1/2027	12/31/2027	\$79.93	5.00%	\$65.00 - \$88.20
	\$193.83 - \$276.16	N/A	N/A	N/A	1/1/2028	12/31/2028	\$83.93	5.00%	\$65.00 - \$92.61
	\$193.83 - \$289.97	N/A	N/A	N/A	1/1/2029	12/31/2029	\$88.12	5.00%	\$65.00 - \$97.24
STAFF Associate Engineer 2 Exempt	\$178.92 - \$208.74	N/A	N/A	N/A	1/1/2025	12/31/2025	\$65.00		\$60.00 - \$70.00
	\$178.92 - \$219.18	N/A	N/A	N/A	1/1/2026	12/31/2026	\$68.25	5.00%	\$60.00 - \$73.50
	\$178.92 - \$230.14	N/A	N/A	N/A	1/1/2027	12/31/2027	\$71.66	5.00%	\$60.00 - \$77.18
	\$178.92 - \$241.64	N/A	N/A	N/A	1/1/2028	12/31/2028	\$75.25	5.00%	\$60.00 - \$81.03
	\$178.92 - \$253.72	N/A	N/A	N/A	1/1/2029	12/31/2029	\$79.01	5.00%	\$60.00 - \$85.09

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant	Dokken Engineering		<input checked="" type="checkbox"/> Prime Consultant	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> 2nd Tier Subconsultant
Project No.	Merced On-Call Engineering Services	Contract No.	Participation Amount \$ TBD		Date
					18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Straight ³		Hourly Billing Rates ²		Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	OT(1.5x)		OT(2x)		From	To			
STAFF Associate Engineer 1 Exempt	\$149.10	- \$193.83	N/A	N/A	1/1/2025	12/31/2025	\$57.50		\$50.00 - \$65.00
	\$149.10	- \$203.52	N/A	N/A	1/1/2026	12/31/2026	\$60.38	5.00%	\$50.00 - \$68.25
	\$149.10	- \$213.70	N/A	N/A	1/1/2027	12/31/2027	\$63.39	5.00%	\$50.00 - \$71.66
	\$149.10	- \$224.38	N/A	N/A	1/1/2028	12/31/2028	\$66.56	5.00%	\$50.00 - \$75.25
	\$149.10	- \$235.60	N/A	N/A	1/1/2029	12/31/2029	\$69.89	5.00%	\$50.00 - \$79.01
STAFF Assistant Engineer 3 Exempt	\$164.01	- \$223.65	N/A	N/A	1/1/2025	12/31/2025	\$65.00		\$55.00 - \$75.00
	\$164.01	- \$234.83	N/A	N/A	1/1/2026	12/31/2026	\$68.25	5.00%	\$55.00 - \$78.75
	\$164.01	- \$246.57	N/A	N/A	1/1/2027	12/31/2027	\$71.66	5.00%	\$55.00 - \$82.69
	\$164.01	- \$258.90	N/A	N/A	1/1/2028	12/31/2028	\$75.25	5.00%	\$55.00 - \$86.82
	\$164.01	- \$271.85	N/A	N/A	1/1/2029	12/31/2029	\$79.01	5.00%	\$55.00 - \$91.16
STAFF Assistant Engineer 2 Exempt	\$131.21	- \$169.97	N/A	N/A	1/1/2025	12/31/2025	\$50.50		\$44.00 - \$57.00
	\$131.21	- \$178.47	N/A	N/A	1/1/2026	12/31/2026	\$53.03	5.00%	\$44.00 - \$59.85
	\$131.21	- \$187.40	N/A	N/A	1/1/2027	12/31/2027	\$55.68	5.00%	\$44.00 - \$62.84
	\$131.21	- \$196.77	N/A	N/A	1/1/2028	12/31/2028	\$58.46	5.00%	\$44.00 - \$65.98
	\$131.21	- \$206.60	N/A	N/A	1/1/2029	12/31/2029	\$61.38	5.00%	\$44.00 - \$69.28
STAFF Assistant Engineer 1 Exempt	\$104.37	- \$143.14	N/A	N/A	1/1/2025	12/31/2025	\$41.50		\$35.00 - \$48.00
	\$104.37	- \$150.29	N/A	N/A	1/1/2026	12/31/2026	\$42.70	5.00%	\$35.00 - \$50.40
	\$104.37	- \$157.81	N/A	N/A	1/1/2027	12/31/2027	\$43.96	5.00%	\$35.00 - \$52.92
	\$104.37	- \$165.70	N/A	N/A	1/1/2028	12/31/2028	\$45.28	5.00%	\$35.00 - \$55.57
	\$104.37	- \$173.98	N/A	N/A	1/1/2029	12/31/2029	\$46.67	5.00%	\$35.00 - \$58.34
STAFF Senior CAD Exempt	\$164.01	- \$283.29	N/A	N/A	1/1/2025	12/31/2025	\$75.00		\$55.00 - \$95.00
	\$164.01	- \$297.45	N/A	N/A	1/1/2026	12/31/2026	\$78.75	5.00%	\$55.00 - \$99.75
	\$164.01	- \$312.33	N/A	N/A	1/1/2027	12/31/2027	\$82.69	5.00%	\$55.00 - \$104.74
	\$164.01	- \$327.94	N/A	N/A	1/1/2028	12/31/2028	\$86.82	5.00%	\$55.00 - \$109.97
	\$164.01	- \$344.34	N/A	N/A	1/1/2029	12/31/2029	\$91.16	5.00%	\$55.00 - \$115.47

CALCULATION INFORMATION

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant	Dokken Engineering	<input checked="" type="checkbox"/> Prime Consultant	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> 2nd Tier Subconsultant
Project No.	Merced On-Call Engineering Services	Contract No.	TBD	Participation Amount \$ TBD
				Date
				18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
			Fee	12.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight ³	Hourly Billing Rates ²		Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
		OT(1.5x)	OT(2x)	From	To			
STAFF CAD / Detailer Non-Exempt	\$134.19 - \$223.65	\$201.29 - \$335.48	\$268.38 - \$447.30	1/1/2025	12/31/2025	\$60.00		\$45.00 - \$75.00
	\$134.19 - \$234.83	\$201.29 - \$352.25	\$268.38 - \$469.67	1/1/2026	12/31/2026	\$63.00	5.00%	\$45.00 - \$78.75
	\$134.19 - \$246.57	\$201.29 - \$369.86	\$268.38 - \$493.15	1/1/2027	12/31/2027	\$66.15	5.00%	\$45.00 - \$82.69
	\$134.19 - \$258.90	\$201.29 - \$388.35	\$268.38 - \$517.81	1/1/2028	12/31/2028	\$69.46	5.00%	\$45.00 - \$86.82
	\$134.19 - \$271.85	\$201.29 - \$407.77	\$268.38 - \$543.70	1/1/2029	12/31/2029	\$72.93	5.00%	\$45.00 - \$91.16
STAFF Engineering Technician Non-Exempt	\$74.55 - \$164.01	\$111.83 - \$246.02	\$149.10 - \$328.02	1/1/2025	12/31/2025	\$40.00		\$25.00 - \$55.00
	\$74.55 - \$172.21	\$111.83 - \$258.32	\$149.10 - \$344.42	1/1/2026	12/31/2026	\$42.00	5.00%	\$25.00 - \$57.75
	\$74.55 - \$180.82	\$111.83 - \$271.23	\$149.10 - \$361.64	1/1/2027	12/31/2027	\$44.10	5.00%	\$25.00 - \$60.64
	\$74.55 - \$189.86	\$111.83 - \$284.79	\$149.10 - \$379.72	1/1/2028	12/31/2028	\$46.31	5.00%	\$25.00 - \$63.67
	\$74.55 - \$199.36	\$111.83 - \$299.03	\$149.10 - \$398.71	1/1/2029	12/31/2029	\$48.62	5.00%	\$25.00 - \$66.85
STAFF Environmental Manager Exempt	\$238.56 - \$357.84	N/A	N/A	1/1/2025	12/31/2025	\$100.00		\$80.00 - \$120.00
	\$238.56 - \$375.73	N/A	N/A	1/1/2026	12/31/2026	\$105.00	5.00%	\$80.00 - \$126.00
	\$238.56 - \$394.52	N/A	N/A	1/1/2027	12/31/2027	\$110.25	5.00%	\$80.00 - \$132.30
	\$238.56 - \$414.24	N/A	N/A	1/1/2028	12/31/2028	\$115.76	5.00%	\$80.00 - \$138.92
	\$238.56 - \$434.96	N/A	N/A	1/1/2029	12/31/2029	\$121.55	5.00%	\$80.00 - \$145.86
STAFF Principal Planner Non-Exempt	\$208.74 - \$298.20	\$313.11 - \$447.30	\$417.48 - \$596.40	1/1/2025	12/31/2025	\$85.00		\$70.00 - \$100.00
	\$208.74 - \$313.11	\$313.11 - \$469.67	\$417.48 - \$626.22	1/1/2026	12/31/2026	\$89.25	5.00%	\$70.00 - \$105.00
	\$208.74 - \$328.77	\$313.11 - \$493.15	\$417.48 - \$657.53	1/1/2027	12/31/2027	\$93.71	5.00%	\$70.00 - \$110.25
	\$208.74 - \$345.20	\$313.11 - \$517.81	\$417.48 - \$690.41	1/1/2028	12/31/2028	\$98.40	5.00%	\$70.00 - \$115.76
	\$208.74 - \$362.46	\$313.11 - \$543.70	\$417.48 - \$724.93	1/1/2029	12/31/2029	\$103.32	5.00%	\$70.00 - \$121.55
STAFF Senior Environmental Planner 2 Exempt	\$178.92 - \$268.38	N/A	N/A	1/1/2025	12/31/2025	\$75.00		\$60.00 - \$90.00
	\$178.92 - \$281.80	N/A	N/A	1/1/2026	12/31/2026	\$78.75	5.00%	\$60.00 - \$94.50
	\$178.92 - \$295.89	N/A	N/A	1/1/2027	12/31/2027	\$82.69	5.00%	\$60.00 - \$99.23
	\$178.92 - \$310.68	N/A	N/A	1/1/2028	12/31/2028	\$86.82	5.00%	\$60.00 - \$104.19
	\$178.92 - \$326.22	N/A	N/A	1/1/2029	12/31/2029	\$91.16	5.00%	\$60.00 - \$109.40

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Merced On-Call Engineering Services Contract No. TBD

Participation Amount \$ TBD

Date 18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF								
Senior Environmental Planner 1 Exempt	\$149.10 - \$238.56	N/A	N/A	1/1/2025	12/31/2025	\$65.00		\$50.00 - \$80.00
	\$149.10 - \$250.49	N/A	N/A	1/1/2026	12/31/2026	\$68.25	5.00%	\$50.00 - \$84.00
	\$149.10 - \$263.01	N/A	N/A	1/1/2027	12/31/2027	\$71.66	5.00%	\$50.00 - \$88.20
	\$149.10 - \$276.16	N/A	N/A	1/1/2028	12/31/2028	\$75.25	5.00%	\$50.00 - \$92.61
	\$149.10 - \$289.97	N/A	N/A	1/1/2029	12/31/2029	\$79.01	5.00%	\$50.00 - \$97.24
STAFF								
Associate Environmental Planner Exempt	\$116.30 - \$175.94	N/A	N/A	1/1/2025	12/31/2025	\$49.00		\$39.00 - \$59.00
	\$116.30 - \$184.73	N/A	N/A	1/1/2026	12/31/2026	\$51.45	5.00%	\$39.00 - \$61.95
	\$116.30 - \$193.97	N/A	N/A	1/1/2027	12/31/2027	\$54.02	5.00%	\$39.00 - \$65.05
	\$116.30 - \$203.67	N/A	N/A	1/1/2028	12/31/2028	\$56.72	5.00%	\$39.00 - \$68.30
	\$116.30 - \$213.85	N/A	N/A	1/1/2029	12/31/2029	\$59.56	5.00%	\$39.00 - \$71.71
STAFF								
Environmental Planner Exempt	\$98.41 - \$134.19	N/A	N/A	1/1/2025	12/31/2025	\$39.00		\$33.00 - \$45.00
	\$98.41 - \$140.90	N/A	N/A	1/1/2026	12/31/2026	\$40.95	5.00%	\$33.00 - \$47.25
	\$98.41 - \$147.94	N/A	N/A	1/1/2027	12/31/2027	\$43.00	5.00%	\$33.00 - \$49.61
	\$98.41 - \$155.34	N/A	N/A	1/1/2028	12/31/2028	\$45.15	5.00%	\$33.00 - \$52.09
	\$98.41 - \$163.11	N/A	N/A	1/1/2029	12/31/2029	\$47.40	5.00%	\$33.00 - \$54.70
STAFF								
Environmental Technician Non-Exempt	\$59.64 - \$119.28	\$89.46 - \$178.92	\$119.28 - \$238.56	1/1/2025	12/31/2025	\$30.00		\$20.00 - \$40.00
	\$59.64 - \$125.24	\$89.46 - \$187.87	\$119.28 - \$250.49	1/1/2026	12/31/2026	\$31.50	5.00%	\$20.00 - \$42.00
	\$59.64 - \$131.51	\$89.46 - \$197.26	\$119.28 - \$263.01	1/1/2027	12/31/2027	\$33.08	5.00%	\$20.00 - \$44.10
	\$59.64 - \$138.08	\$89.46 - \$207.12	\$119.28 - \$276.16	1/1/2028	12/31/2028	\$34.73	5.00%	\$20.00 - \$46.31
	\$59.64 - \$144.99	\$89.46 - \$217.48	\$119.28 - \$289.97	1/1/2029	12/31/2029	\$36.47	5.00%	\$20.00 - \$48.62
STAFF								
Right of Way Manager Exempt	\$208.74 - \$328.02	N/A	N/A	1/1/2025	12/31/2025	\$90.00		\$70.00 - \$110.00
	\$208.74 - \$344.42	N/A	N/A	1/1/2026	12/31/2026	\$94.50	5.00%	\$70.00 - \$115.50
	\$208.74 - \$361.64	N/A	N/A	1/1/2027	12/31/2027	\$99.23	5.00%	\$70.00 - \$121.28
	\$208.74 - \$379.72	N/A	N/A	1/1/2028	12/31/2028	\$104.19	5.00%	\$70.00 - \$127.34
	\$208.74 - \$398.71	N/A	N/A	1/1/2029	12/31/2029	\$109.40	5.00%	\$70.00 - \$133.71

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Dokken Engineering ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Merced On-Call Engineering Services Contract No. TBD Participation Amount \$ TBD Date 18-Jul-25

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	From	To			
STAFF Senior Right of Way Agent Exempt	\$164.01 - \$253.47 \$164.01 - \$266.14 \$164.01 - \$279.45 \$164.01 - \$293.42 \$164.01 - \$308.09	N/A N/A N/A N/A N/A	1/1/2025 1/1/2026 1/1/2027 1/1/2028 1/1/2029	12/31/2025 12/31/2026 12/31/2027 12/31/2028 12/31/2029	\$70.00 \$73.50 \$77.18 \$81.03 \$85.09	5.00% 5.00% 5.00% 5.00% 5.00%	\$55.00 - \$85.00 \$55.00 - \$89.25 \$55.00 - \$93.71 \$55.00 - \$98.40 \$55.00 - \$103.32
STAFF Right of Way Agent Exempt	\$104.37 - \$193.83 \$104.37 - \$203.52 \$104.37 - \$213.70 \$104.37 - \$224.38 \$104.37 - \$235.60	N/A N/A N/A N/A N/A	1/1/2025 1/1/2026 1/1/2027 1/1/2028 1/1/2029	12/31/2025 12/31/2026 12/31/2027 12/31/2028 12/31/2029	\$50.00 \$52.50 \$55.13 \$57.88 \$60.78	5.00% 5.00% 5.00% 5.00% 5.00%	\$35.00 - \$65.00 \$35.00 - \$68.25 \$35.00 - \$71.66 \$35.00 - \$75.25 \$35.00 - \$79.01
STAFF Right of Way Assistant Non-Exempt	\$74.55 - \$119.28 \$74.55 - \$125.24 \$74.55 - \$131.51 \$74.55 - \$138.08 \$74.55 - \$144.99	\$111.83 - \$178.92 \$111.83 - \$187.87 \$111.83 - \$197.26 \$111.83 - \$207.12 \$111.83 - \$217.48	1/1/2025 1/1/2026 1/1/2027 1/1/2028 1/1/2029	12/31/2025 12/31/2026 12/31/2027 12/31/2028 12/31/2029	\$32.50 \$34.13 \$35.83 \$37.62 \$39.50	5.00% 5.00% 5.00% 5.00% 5.00%	\$25.00 - \$40.00 \$25.00 - \$42.00 \$25.00 - \$44.10 \$25.00 - \$46.31 \$25.00 - \$48.62
STAFF Right of Way Technician Non-Exempt	\$59.64 - \$89.46 \$59.64 - \$93.93 \$59.64 - \$98.63 \$59.64 - \$103.56 \$59.64 - \$108.74	\$89.46 - \$134.19 \$89.46 - \$140.90 \$89.46 - \$147.94 \$89.46 - \$155.34 \$89.46 - \$163.11	1/1/2025 1/1/2026 1/1/2027 1/1/2028 1/1/2029	12/31/2025 12/31/2026 12/31/2027 12/31/2028 12/31/2029	\$25.00 \$26.25 \$27.56 \$28.94 \$30.39	5.00% 5.00% 5.00% 5.00% 5.00%	\$20.00 - \$30.00 \$20.00 - \$31.50 \$20.00 - \$33.08 \$20.00 - \$34.73 \$20.00 - \$36.47
STAFF Senior Appraiser Exempt	\$164.01 - \$253.47 \$164.01 - \$266.14 \$164.01 - \$279.45 \$164.01 - \$293.42 \$164.01 - \$308.09	N/A N/A N/A N/A N/A	1/1/2025 1/1/2026 1/1/2027 1/1/2028 1/1/2029	12/31/2025 12/31/2026 12/31/2027 12/31/2028 12/31/2029	\$70.00 \$73.50 \$77.18 \$81.03 \$85.09	5.00% 5.00% 5.00% 5.00% 5.00%	\$55.00 - \$85.00 \$55.00 - \$89.25 \$55.00 - \$93.71 \$55.00 - \$98.40 \$55.00 - \$103.32

COST PROPOSAL 2

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

Note: Mark-Ups are Not Allowed

Consultant Project No. <u> </u>	Dokken Engineering Merced On-Call Engineering Services	Contract No. <u>TBD</u>	Date <u>18-Jul-25</u>
<input checked="" type="checkbox"/> Prime Consultant <input type="checkbox"/> Subconsultant <input type="checkbox"/> 2nd Tier Subconsultant		Participation Amount \$ <u>TBD</u>	

For Combined Rate	Fringe Benefit % + General & Administrative %	=	166.25%	Combined ICR%
For Home Office Rate				
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		12.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
STAFF Appraiser Exempt	\$104.37 - \$193.83	N/A	N/A	1/1/2025	12/31/2025	\$50.00		\$35.00 - \$65.00
	\$104.37 - \$203.52	N/A	N/A	1/1/2026	12/31/2026	\$52.50	5.00%	\$35.00 - \$68.25
	\$104.37 - \$213.70	N/A	N/A	1/1/2027	12/31/2027	\$55.13	5.00%	\$35.00 - \$71.66
	\$104.37 - \$224.38	N/A	N/A	1/1/2028	12/31/2028	\$57.88	5.00%	\$35.00 - \$75.25
	\$104.37 - \$235.60	N/A	N/A	1/1/2029	12/31/2029	\$60.78	5.00%	\$35.00 - \$79.01
STAFF Appraiser Assistant Non-Exempt	\$74.55 - \$119.28	\$111.83 - \$178.92	\$149.10 - \$238.56	1/1/2025	12/31/2025	\$32.50		\$25.00 - \$40.00
	\$74.55 - \$125.24	\$111.83 - \$187.87	\$149.10 - \$250.49	1/1/2026	12/31/2026	\$34.13	5.00%	\$25.00 - \$42.00
	\$74.55 - \$131.51	\$111.83 - \$197.26	\$149.10 - \$263.01	1/1/2027	12/31/2027	\$35.83	5.00%	\$25.00 - \$44.10
	\$74.55 - \$138.08	\$111.83 - \$207.12	\$149.10 - \$276.16	1/1/2028	12/31/2028	\$37.62	5.00%	\$25.00 - \$46.31
	\$74.55 - \$144.99	\$111.83 - \$217.48	\$149.10 - \$289.97	1/1/2029	12/31/2029	\$39.50	5.00%	\$25.00 - \$48.62
STAFF Appraiser Technician Non-Exempt	\$59.64 - \$89.46	\$89.46 - \$134.19	\$119.28 - \$178.92	1/1/2025	12/31/2025	\$25.00		\$20.00 - \$30.00
	\$59.64 - \$93.93	\$89.46 - \$140.90	\$119.28 - \$187.87	1/1/2026	12/31/2026	\$26.25	5.00%	\$20.00 - \$31.50
	\$59.64 - \$98.63	\$89.46 - \$147.94	\$119.28 - \$197.26	1/1/2027	12/31/2027	\$27.56	5.00%	\$20.00 - \$33.08
	\$59.64 - \$103.56	\$89.46 - \$155.34	\$119.28 - \$207.12	1/1/2028	12/31/2028	\$28.94	5.00%	\$20.00 - \$34.73
	\$59.64 - \$108.74	\$89.46 - \$163.11	\$119.28 - \$217.48	1/1/2029	12/31/2029	\$30.39	5.00%	\$20.00 - \$36.47

CALCULATION INFORMATION

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.

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Project No.	Merced On-Call Engineering Services	Contract No. TBD
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Date 18-Jul-25

SCHEDULE OF OTHER DIRECT COST ITEMS

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

COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Certification of Direct Costs:

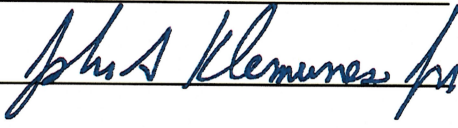
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

Prime Consultant or Subconsultant Certifying:

Name: John A. Klemunes, Jr. Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 7/18/2025

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

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

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

List services the consultant is providing under the proposed contract:

Professional Engineering, Environmental, and Right of Way Services

EXHIBIT C

EXHIBIT C

City of Merced

Authorization of Services Agreement

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

 Name of City Contact

 Phone Ext.

Description of Services to be Provided:

Official Use Only

Check Box If Applicable To Project:

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

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

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

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

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

Consultants

 Print Name

 Name of Business Entity

 Signature

 Date

 Phone No.

 Position/Title

 License No.:

(If Applicable)

**Accepted by City of Merced
 Only**

Official Use

 Date

City Manager or Designee

EXHIBIT C
City of Merced
Authorization of Services Agreement

**TERMS AND CONDITIONS FOR
SERVICES CONTRACTS**

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

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

Such work shall include the following:

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

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

EXHIBIT C
City of Merced
Authorization of Services Agreement

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

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

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

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

5. **PERMITS AND LICENSES.**

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