

## Scope of Work and Cost Estimate

### PROJECT UNDERSTANDING

QK will assist to determine interest and willingness of property owners in "Area 7" to cooperate with the City in annexing their lands for industrial development.

### SCOPE OF WORK

#### TASK 1.0 KICK OFF MEETING

1. QK planners will prepare a list of interview questions, and project schedule, in advance of the kick-off meeting.
2. QK will meet with the Director of Economic Development and designated staff to review the interview questions and schedule, and confirm the overall project approach.

##### Deliverables:

- QK will provide a proposed list of questions, and a project schedule, to the City prior to the kick-off meeting, and a revised list following the meeting as may be needed.
- Attendance at one kick-off meeting with City staff

The above described service will be provided on a **Time & Materials Basis** for a fee of \$1,900.

#### TASK 2 CONDUCT INTERVIEWS

1. City to provide list of property owners.
2. QK staff will reach out to property owners by telephone and conduct the survey questions.
3. For those property owners who do not respond to two attempts to be reached by telephone, the survey questions will be mailed to the property owner's addresses on the Assessor's record, or other address as may be provided by the City.
4. Responses will be compiled and tabulated.

##### Deliverables

- Compilation report of survey responses on CD.
- One progress review meeting with City staff.

The above described service will be provided on a **Time & Materials Basis** for a fee of \$6,050

#### TASK 3 NEIGHBORHOOD MEETING

1. In addition to the list of property owners already provided, City to identify list of stakeholders, business owners, and interested members of the general public.
2. Prepare flyers (2) for noticing. Flyer can be used for city website, posters, and email distribution by City staff.
3. Public Outreach: Prepare and conduct a Public Outreach with PowerPoint describing the Area 7 concept and the City's desire for industrially-zone land, the benefits of annexing to the City, and the process.
4. City to identify and secure the location for the public meeting.
5. Record questions and comments from the public.

#### Deliverables

- Develop PowerPoint presentation, and deliver presentation, at the Public Outreach.
- Provide list of public questions and comments to City staff on CD.

The above described service will be provided on a **Time & Materials Basis** for a fee of \$7,550

#### **TASK 4            LAFCO (OPTIONAL)**

QK planners can meet with LAFCo staff to ascertain LAFCo's interest in and potential requirements for annexation Area 7 to the City of Merced.

#### Deliverables

- One meeting with LAFCo executive staff.

The above described service will be provided on a **Time & Materials Basis** for a fee of \$600

#### **TASK 5            REPORT**

QK staff will prepare a summary report of findings of the property owner interviews, the public outreach, and the meeting with LAFCo staff.

#### Deliverables

- One summary report reproducible hard copy, and on CD

The above described service will be provided on a **Time & Materials Basis** for a fee of \$3,100

#### **TASK 6            PROJECT MANAGEMENT, COORDINATION, AND ADMINISTRATION SUPPORT**

#### Deliverables

- QK will work with City staff to facilitate meetings with City staff and with the Public, and will manage logistics and subtasks sequentially and flexibly to achieve the desired

The above described service will be provided on a **Time & Materials Basis** for a fee of \$1,700

#### **SCHEDULE**

The project schedule will be created at the kick off meeting as outlined in Task 1 above.

## **COST ESTIMATE**

<b>Task</b>	<b>Description</b>	<b>Fee Type</b>	<b>Fee Amount</b>
1.0	Kick Off Meeting	T&M	\$1,900
2.0	Conduct Interviews	T&M	\$6,050
3.0	Neighborhood Meeting	T&M	\$7,550
4.0	LAFco (Optional)	T&M	\$600
5.0	Report	T&M	\$3,100
6.0	Project Management, Coordination, and Administration Support	T&M	\$1,700
<b>Total Fee</b>			<b>\$20,900</b>

### **Notes:**

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
2. All fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.

## **AUTHORIZATION**

In order to authorize services described herein, please sign the attached Professional Services Agreement and send it back to us. Typically, we can begin our services within 5 business days of the time authorization is received depending on client need and schedule constraints.

## **EXCLUSIONS AND ASSUMPTIONS**

The scope assumes two meetings with City staff, per Task 1 (kick-off meeting) and Task 2 (progress meeting), in addition to the Neighborhood/Public Outreach meeting.

# Charge Rate Schedule



2017 Charge Rate Schedule	
<b>Technical Services</b>	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Technician	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
<b>Professional Services</b>	
<b>Engineering</b>	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
<b>Planning/Environmental/Landscape Architecture</b>	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
<b>Construction and Project Management</b>	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
<b>Surveying</b>	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

## Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2017. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.



QK Job No. \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES****ENGINEERING DESIGN & CONSTRUCTION MGMT. ♦ SURVEY & GIS ♦ URBAN DESIGN & LANDSCAPE ARCHITECTURE ♦  
BIOLOGY & ENVIRONMENTAL PERMITTING ♦ PLANNING**☐ 901 E. Main Street  
Visalia, California 93292  
(559) 733-0440☐ 6051 N. Fresno Street, Suite 200  
Fresno, California 93710  
(559) 449-2400☐ 5080 California Ave., Suite 220  
Bakersfield, California 93309  
(661) 616-2600☐ 3400 Douglas Boulevard, Suite 190  
Roseville, California 95661  
(916) 784-7823☒ 2816 Park Avenue  
Merced, California 95348  
(209) 723-2066This Agreement, entered into by and between City of Merced

hereinafter called the "Client", and QK is as follows:

A. QK agrees to perform professional services described below:

☒ Attachment A, setting forth the scope of service to be performed by QK; or☐ Other: \_\_\_\_\_Project Manager: Desmond Johnston, AICP

B. Client agrees to pay QK, as compensation, for the above-described services, as follows:

1. Total fees to be based upon:

☐ Standard hourly rates and expenses, as indicated on the standard rate schedule attached hereto; or☒ Other: As per Scope of Work stated in the Proposal Letter dated September 26, 2017.

2. Payment will be made:

☒ Monthly based upon work completed to date; or☐ Other: \_\_\_\_\_

C. The standard provisions set forth upon the reverse side as Nos. 1 through 30 are incorporated herein and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions stated above and on the reverse side hereof, on the day and year written below.**QUAD KNOFF, INC., DBA QK****CLIENT:** City of Merced

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Garth Pecchenino, P.E. 52678Name/Title: Frank Quintero, DirectorTitle: Vice President Technical ServicesAddress: 678 West 18<sup>th</sup> StreetMerced, CA 95340Telephone: 209-725-8775

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Please execute and return all documents to QK.

The Client and QK agree that the following provisions shall be a part of this Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to QK, to this Agreement in respect to all of the terms and conditions of this Agreement. This Agreement may be terminated by the Client or QK should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay QK for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
2. Neither the Client nor QK shall assign his interest in this Agreement without the written consent of the other.
3. This Agreement may be amended from time to time by the mutual written consent of the parties hereto. "Mutual written consent" shall mean a written description of any revision(s) to the scope of services to be provided by QK, of any compensation to be paid by the Client to QK, of any modification in time of performance of the services being provided under this Agreement, and/or of any other changes in the terms and conditions set forth herein. There shall not be considered to be any amendment to this Agreement whatsoever, except for adjustment to QK's hourly fee schedule as provided for by Provision No. 24 unless such amendment, in writing, has been duly and fully executed by authorized representatives of both the Client and QK.
4. This agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
6. Consultant shall only act as an advisor in all governmental relations.
7. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
8. All tracings, survey notes, and other original documents as instruments of service are and shall remain the property of QK, except where by law or precedent these documents become public property.
9. QK is not responsible, and liability is waived by Client as against QK, for use by Client or any other person of any plans or drawings not signed by an authorized agent or employee of QK.
10. QK shall not be responsible for delays caused by factors beyond QK's control, including but not limited to, strikes, lockouts, accidents, acts of God, weather, ground conditions, or by reason of action, inaction, or changes in rules, regulations or policies of any governmental agency, district, utility company, or Client, its agents or any other person.
11. It is understood by Client that any quantity, time, and/or fee estimates which shall be prepared by QK are estimates only, are prepared only as a guide and do not constitute a lump sum or fixed fee.
12. QK makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the client to verify costs.
13. Retainers, if any, shall be credited against the final invoice(s) submitted to the Client by QK for services provided hereinunder.
14. Client hereby agrees that the balance as stated on the billing from QK to Client is correct, conclusive and binding on the Client, unless Client, within ten (10) days from the date of the receiving of the billing, notifies QK in writing of the particular item that is alleged to be incorrect.
15. If any invoice is not paid within 30 days, QK may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service provided for by this Agreement.
16. A late payment LATE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and shall be applied to the unpaid balance commencing 30 days after the date of the original invoice.
17. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.
18. In the event all or any portion of the work prepared or partially prepared by QK be suspended, abandoned, or terminated, the Client shall pay QK for the work performed to the point of such suspension.
19. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QK agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation if the parties mutually agree.  
  
Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorneys' fees shall be paid to the prevailing party.
20. In the event that Client institutes a suit against QK because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for QK, Client agrees to pay QK any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of QK.
21. QK agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by QK's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of QK's subconsultants or anyone for whom QK is legally liable.  
  
The Client agrees, to the fullest extent permitted by law, to indemnify and hold QK harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors and omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement. QK is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.  
  
Client agrees to limit the liability of QK, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the

sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors shall not exceed \$250,000.

22. Upon request, client shall execute and deliver, or cause to be executed and delivered such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.

Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

23. Unless specifically stated elsewhere in this contract, the following items are not included in any fee estimate, are considered Extra Work, and shall be billed separately at QK's standard hourly rates:

- Client requested services not specified pursuant to the scope of services described within this Agreement.
- Additional work resulting from changes in governmental requirements or revisions requested by Client.
- Special improvement designs - lift stations, off-tract improvements, landscaping, lakes and recreational facilities, irrigation canals and piping.
- Assistance to Client in obtaining necessary owner and/or trustee signatures to documents and notarial certificates.
- Legal documents (easements, CC&R's, homeowners reports).
- Utility, right-of-way, and easement acquisitions.
- Construction contract administration.
- Restaking or staking for Extra Work.
- Other: \_\_\_\_\_

24. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.

25. The existence, location, type and size of any underground utilities, improvements and/or obstacles will be determined by QK only to the extent reasonably possible from visible surface observation or from utility company or governmental records made available to QK. QK makes no promise or warranty, express or implied, as to the existence, location, type or size of any underground utility, improvement or obstacle. Client agrees to include, as a condition of any construction contract relating to the project, the requirements that the Contractor verify the existence, location, type and size of any underground utilities improvements or obstacles, whether shown on any construction plan or not, and if such requirement is not included in such construction contract, or if the contractor fails to verify the existence, location, type and size of any underground utilities, improvements or obstacles, QK shall not be liable for any delays, expenses or liability suffered by Client or to any other person by reason of the existence of any underground utility, improvement or obstacle.

26. In the event any deviations from or changes to the plans and specifications are made by Client or by any person other than QK, Client assumes any and all risk and liability arising out of or resulting from such deviations or changes, and Client agrees to indemnify QK against all loss, damage, liability and costs, including attorneys' fees, as a result of such deviations or changes.

27. Except for the interpretation of QK's plans and specifications, Client agrees that QK will not perform on-site construction review or construction observation with respect to this project unless specifically provided for in the Agreement. Unless otherwise specifically provided by this Agreement, such construction observation will be performed by others, and Client agrees to indemnify QK against any and all liability arising from or relating to the performance of construction observation by such other persons.

28. It is understood and agreed that any on-site review during construction or construction observation provided by QK pursuant to express written Agreement shall be for the purpose of determining general compliance with the technical provisions of the project plans and specifications, and shall not constitute any form of guarantee with respect to the performance of work by a contractor or subcontractor. QK shall not assume responsibility for methods or equipment used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

29. QK makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

30. The work shown on any plans or specifications prepared under this agreement may be subject to changing regulations, standards or conditions and as a result may become outdated. In order to protect the client and other parties, this notice is to advise that any such plans and documents may not be suitable for use in construction with the passage of time beyond the date of approval of those plans and documents. If the work covered by these plans and documents is not subject to start of construction, or a bid process if there is one, within twelve (12) months of the approval date shown on the plans and specifications, these plans and specifications are not authorized for use. In such cases, additional reviews and, or modification of designs and documents may be required.