

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of September, 2021, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and Advanced Mobility Group, a California Corporation, whose address of record is 3003 Oak Road, Suite 100, Walnut Creek, California 94597, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide on-call traffic engineering services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit “A” attached hereto. City and Consultant shall enter into an “Authorization of Service Agreement,” substantially in the form of Exhibit “C” attached hereto and incorporated herein by this reference. The City’s City Manager shall have the authority to execute on City’s behalf the Authorization of Service Agreement without additional approval by the City Council so long as the funding is available within the project’s budget. In the event additional funding is required, a First Amendment to this Agreement will require prior City Council approval. In the event of a conflict between the term of this Agreement and the terms of the Authorization of Service Agreement, the terms and conditions set forth herein shall prevail over those set forth in the Authorization of Service Agreement.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in each Authorization of Service Agreement. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on September 6, 2023. This Agreement may be extended for two (2) one (1) year terms upon written approval by the City.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement and accompanying Authorization of Services Agreement shall be in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Thousand Dollars (\$500,000.00).

5. **METHOD OF PAYMENT.** City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in each Authorization of Service Agreement. The payments specified in the Authorization of Service Agreement shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant hourly rates shall not exceed those listed in Exhibit "B," attached hereto and incorporated herein by this reference.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled

checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability

for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. **INSURANCE.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

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

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

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

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

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

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Vendor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Vendor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Vendor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties

or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

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

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

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

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

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: Stephanie R. Dietz  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: Jennifer Loudermilk  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:


BY: Rimabel Lilly 8/21  
City Attorney Date

301734  
ACCOUNT DATA: PO# 143304

BY: [Signature]  
Verified by Finance Officer

Funds to be encumbered as needed. WJ 9/23/21  
NOT to exceed \$500,000.00 FZ 9/23/21  
{Signatures continued on next page}

CONSULTANT  
ADVANCED MOBILITY GROUP  
A California Corporation

BY:   
(Signature)

Beth Clement  
(Typed Name)

Its: Operations Manager/Corporate Board Secretary  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 82-3883515

ADDRESS: 3003 Oak Road, Ste 100  
Walnut Creek, CA 94597

TELEPHONE: 925.451.1051

FAX: \_\_\_\_\_

E-MAIL: beth@amobility.com

# **EXHIBIT A**

## Firm Qualifications

### PROJECT UNDERSTANDING ON-CALL TRAFFIC ENGINEERING

The nature of on-call traffic engineering services presents a challenge in that the specific project needs may be unknown. Therefore, hiring an experienced, flexible organization that can successfully support countless engineering scenarios is key to the City's project success.

We understand the process, challenges, and expectations of an on-call contract. Our deep understanding and experience will help streamline the process and help save you time and money. Our professional staff has the technical skills and experience, and have worked on on-call contracts with local communities and agencies such as:

- ✓ City of Alameda
- ✓ City of Dublin
- ✓ City of Concord
- ✓ City of Belmont
- ✓ City of Hayward
- ✓ City of Orinda
- ✓ Mountain House Community Service District
- ✓ City of Patterson
- ✓ City of Palo Alto
- ✓ City of Stockton
- ✓ City of San Ramon
- ✓ City of San Carlos
- ✓ City of Tracy
- ✓ San Mateo County Transit District
- ✓ AT Transit
- ✓ Caltrans
- ✓ San Francisco County Transportation Authority
- ✓ San Francisco Municipal Transportation Agency
- ✓ California Department of Transportation (Caltrans)

AMG possesses extensive familiarity with City and State policies, has been involved with multiple federally funded projects and is very familiar with the Caltrans Local Assistance Program Guidelines (LAPG) and Procedures Manual (LAPM).

Most of our on-call clients are repeat clients that continue to work with our team based on our performance and streamlined approach for on-call assignments. We are eager to aggressively respond to the wide range of services you may require, and have the staff, qualifications, and experience to support you in the areas listed in the Request for Qualifications (RFQ).

When combined with our technology facilitation and practical program management expertise, AMG's innovative transportation solutions team bridges the gap between past practices and being prepared for the future. AMG's traffic engineering and transportation services provide our clients with different perspectives in preparing for the future, while enhancing and maintaining current functional systems. We apply the latest innovative operational strategies, traffic operation simulations, and control systems for all modes of travel to our planning and engineering projects. We analyze and design traffic signals and traffic signal control systems, roadways, arterials, freeway management systems and provide the latest decision support systems. We are at the forefront of smart cities and aid our clients in navigating the complexities of the latest technological developments. We work with our clients to respect the present and prepare for the future.

AMG's focus is on providing innovative solutions respecting local preferences and understanding the myriad of environmental regulations and design guidelines that affect today's transportation projects. We manage the project development process proactively, recognizing that successful transportation projects require more than just good technical solutions—they must be sustainable economically, socially, and environmentally. We work with our clients and stakeholders to achieve that while supporting cost-effective solutions. The services we provide are as follows:

- ✓ Preparing Plans, Specifications, and Estimates (PS&E) for CIP projects
- ✓ Safety analysis, traffic calming and Complete Streets design
- ✓ Traffic operations analysis, simulation, modeling, and impacts
- ✓ Signal design and timing
- ✓ UPRR Pre-emption Timing
- ✓ UPRR Pre-Signal Design
- ✓ Engineering speed surveys per MUTCD
- ✓ Traffic impact studies/Peer review
- ✓ Travel demand forecasting and modeling
- ✓ Transportation Demand Management (TDM)
- ✓ Pedestrian and bicycle safety analysis
- ✓ Parking studies, design, operations, and management
- ✓ Traffic Impact Fee/Cost Allocation
- ✓ Intelligent Transportation Systems
- ✓ Traffic management centers
- ✓ Adaptive Traffic Control Systems
- ✓ Actuated traffic signal performance measures
- ✓ Grant funding programming and budgeting
- ✓ Traffic financing plan review
- ✓ Public hearings, outreach, and meetings
- ✓ Community outreach, engagement, and facilitation
- ✓ Data collection and analysis
- ✓ Transit planning and design

It is AMG's understanding that should we be successful, our qualified team shall provide various transportation engineering services, as needed, in support of the City Merced's projects. The scope of work for each project will be established prior to the issuing of a task order; projects may include all phases of the project development and may include, but are not limited to, the categories outlined in the City's RFQ. We have included a qualifications matrix (see Key Team Members section) to illustrate our strong technical ability, including a wide range of services to compliment those services outlined in the RFQ. Additionally, we have included relevant projects that demonstrate our capacity to provide the requested services.

#### PLAN REVIEWS

AMG utilizes knowledge of industry practices, local standards and practices, and Caltrans standards and specifications to ensure that constructible and compliant plans are approved. In addition, many AMG staff have worked for local agencies and understand practical applications of standards on local roadways. Our staff is currently working with Mountain House Community Services District (MHCS) staff and other consultants to provide plan checks and review of traffic signal design, joint trench and streetlight plans and signing/stripping.

#### TRAFFIC SIGNAL SYSTEM DESIGN AND TIMING

AMG has the expertise to provide a full range of traffic signal planning, design, and construction services from isolated signalized intersections to computer-based traffic signal systems. We have prepared traffic signal and intersection designs at hundreds of locations across the nation. Our experience ranges from simple, single-intersection designs to complex multi-phase signals, interstate interchanges, and problematic design constraints resolution. This experience involves different system types and communications media, including time-based coordination (non-interconnected), microwave-based coordination, hardwire interconnect with an on-street master controller, spread spectrum radio, PC-based systems (closed loop systems), central computer systems, and fiber optic cable. Our extensive experience in traffic control system design includes traffic control and advance warning signals; lane control and counter flow systems; and special purpose traffic systems. Our experience also includes numerous advance warning, emergency vehicle, and railway preemption signal design and we have undertaken signal preemption and detector technology studies for clients.

#### UPRR CROSSING DESIGN SERVICES

We have the expertise necessary to provide a full range of roadway geometric design and the ability to prepare the ready to bid PS&E documents for at-grade railroad crossing projects. We have the expertise to provide a full range of traffic signal design, median and roadway improvement design, pre-

emption request, prepare GO88B document, design queue cutter system, prepare signal timing sheet, and provide construction services for isolated signalized intersections to series of coordinated signals on roadways parallel to railroad tracks. We have prepared and reviewed traffic signal and intersection designs at railroad crossing at multiple locations across the nation. Our experience ranges from simple pre-signal designs to complex multi-phase signals with queue cutters, signal with railroad crossing on both approaches, and intersections with problematic design constraints.

Our extensive experience in traffic control system design includes traffic control and advance warning signals, lane control and counter flow systems, and special purpose traffic systems. Our experience also includes numerous advance warning, emergency vehicle, and railway preemption signal designs and signal preemption and detector technology studies.

#### REPORT AND STUDY REVIEWS

AMG's transportation team has completed many traffic studies for environmental documents for several cities in San Joaquin, Stanislaus, Alameda and Contra Costa Counties. Our traffic study experts understand the importance of proactive modeling to determine potential impact in traffic circulation to the surrounding area due to the change in land use conditions. The goals of these studies are to assist planners in both the public and private sectors in making major land use and other development decisions, to determine the impact a new development will have on the surrounding transportation system, and to develop mitigation measures that will help to lessen or eliminate any negative impacts. In addition to preparing the traffic studies, we provide peer reviews of traffic studies and environmental documents prepared by other consultants. AMG has provided peer reviews for various traffic studies prepared by other consultants as part of our on-call planning and consulting services.

#### TRAFFIC OPERATIONS ANALYSIS

Traffic operations analysis bridges the gap between transportation planning, traffic engineering, and design. Our engineers and planners have many years of experience in analyzing traffic operations in saturated urban or under-saturated rural environments to develop realistic solutions to complex traffic issues. We use state-of-the-art microscopic computer simulation software, such as Transyt, Synchro, CORSIM, and VISSIM to perform traffic operations and traffic simulation analyses. Based on the extensive operations analysis and safety analysis, AMG determines the roadway geometry, signing and striping details, signal operations and lane geometry, transition lengths, and lane widths. The operations details are then incorporated into the design plans/PS&E, including construction and bidding supports.

#### ADAPTIVE TRAFFIC CONTROL SYSTEMS

While building an entire new transportation network is not feasible, we have been using ITS to help mitigate increasing traffic congestion. At AMG, we apply ITS technology to our transportation infrastructure to manage and improve the reliability and efficiency of our transportation network. Our core strength has been in deploying Adaptive Traffic Control Systems (ATCS). Our team has been educating traffic engineers and practitioners on the benefits of ATCS and the need to plan funding opportunities to keep the system operational. We have recently been involved with the deployment of more than 20 adaptive signal systems in the United States that are helping to relieve traffic congestion.

#### AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES (ATSPM)

The ability to look at performance measures such as "percent arrivals on red" and look at occurrences of split failures for individual intersections, or groups of intersections, is revolutionizing the overall Traffic Signal Maintenance and Operations (TSM&O) performance at progressive cities and DOTs. AMG staff are assisting in the deployment of ATSPM to manage and monitor signal systems for multiple cities and jurisdictions including the City of Irvine, City of Hayward, City of Concord, and City of Dublin. Our professionals are working alongside City of Dublin staff to set up the software for ATSPMs and assist



them to understand the software, coordinate installation, generate reports, identify anomalies, and train staff on best practices.

#### INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The AMG team has the capacity to provide expert technical service for every aspect of ITS. AMG is a leader in the research and application of leading ITS solutions and the design and deployment of ITS systems. Our expertise includes field integration of CCTV systems, automated incident detection, dynamic message signing, and driver information displays. The future of technology for transportation includes new approaches to managing traffic congestion, improving safety, and providing transit passengers with real-time travel information. AMG has combined ITS with a full range of transportation/transit services to provide new solutions to the challenges facing transportation agencies and authorities.

#### MULTI-MODAL & SUSTAINABLE TRANSPORTATION PLANNING & DESIGN

AMG specializes in low-impact, sustainable, multi-modal solutions that are context-driven, strategic, and comprehensive. Our local team works with clients to improve the vitality of communities by integrating transit, bicycle, and pedestrian modes in designs that not only promote a healthy lifestyle and improve overall mobility but are also aesthetically pleasing. AMG staff live in the communities we serve and are therefore invested in inspiring sustainable transportation systems and designing livable environments. Mobility-oriented transportation services provide optimal whole-system solutions while reducing impacts to our natural environment. Our goal is to provide innovative, cost-effective solutions from project conception to completion. Services include development of master plans, feasibility and strategy studies, neighborhood structure plans, corridor studies, circulation and parking studies, design guidelines, funding strategies, and multi-modal assessments. Our multidisciplinary approach includes public consultation, visualization, landscape architecture, lighting, signage, traffic operations, ITS, and environmental engineering.

#### PROJECT MANAGEMENT APPROACH AND QUALITY ASSURANCE

The key to the success of on-call projects is to have a hands-on management style, where the project manager is involved and aware of project detail. AMG has assigned Joy Bhattacharya, PE, PTOE for this role since he has managed similar on-call assignments for various jurisdictions. AMG has the available resources to do the engineering work associated with the assignment. Work is currently planned to be completed from our local office in Walnut Creek and we guarantee that our quality products will always be delivered on time. AMG's track record shows that we have successfully delivered the final product and have achieved our client's objectives: successfully fulfilling the predetermined scope, function, and quality requirements; completion within the approved schedule; and completion within the approved budget. Once a task order is approved, Joy will prepare a brief scope and cost for every request. Every on-call task will be tracked, with a goal to deliver every project on time and budget. Schedules are negotiated for more complex tasks as appropriate. It is our understanding from the RFQ Scope of Work that work will be expected to be completed within 14 calendar days from NTP or executed task order, unless otherwise specified by the City.

Quality control will play a major role in the successful completion of on-call assignments, with tasks delivered on time and on budget. AMG will conduct a formal quality assurance review and approval of the final documents for which they are responsible and affix their professional seal and manual signature in accordance with the requirements of their licensing authority prior to issuance.

As an example, AMG's design scope of work typically includes:

### 35% and 65% Design PS&E

- AMG will coordinate with all utilities to eliminate conflicts.
- Existing utilities will be shown on the project plans.
- AMG will prepare the 35% followed by the 65% design plans for the traffic design. The plans will provide the layout of the traffic signal equipment, including locations of the new signal controller/cabinet, poles, emergency vehicle pre-emption, traffic markings, striping and signage design, intersection safety lighting, etc.
- Designs will be in accordance with Caltrans design standards, California MUTCD guidelines, the City Merced's current design standards, and Solano County design standards.
- AMG will prepare detailed traffic designs in AutoCAD format for a new signal or modifications needed for an existing traffic signal.
- AMG will prepare a cost estimate and special provisions and verify that costs are within the existing City budget. The cost estimate will be prepared in Excel electronic format.
- Coordinate with PG&E for electrical service points.
- AMG will meet with City staff to review the 65% design submittal.
- AMG's standard 65% design plans include basic signal timing charts for new traffic signals and modified signals, which meet the operations standards.

### 90% Design PS&E

- AMG will prepare 90% construction drawings, contract specifications, and a detailed construction cost estimate and submit for review by City staff. We will incorporate modifications or changes based on the City's review of the 90% design plans.
- AMG will meet with City staff to review the 90% PS&E and comments.

### 100% Design Phase PS&E

- AMG will prepare 100% construction drawings, contract specifications, and a detailed construction cost estimate and submit for review by City staff. We will incorporate modifications or changes based on the City's review of the 90% design phase.
- AMG will finalize and prepare the traffic signal timing plans that meet traffic operations standards.
- AMG will meet with City staff to review the 100% PS&E and comments.

### Final Design Phase PS&E

- AMG will revise the 100% design based on the review meeting, review comments, and discussions with City staff.
- AMG will prepare final construction drawings, contract specifications, and a final construction cost estimate (in Excel format). These documents shall be construction ready.
- AMG will submit final plans and specifications, and a disk with the electronic files to City staff. Electronic files of the final plans will be provided in AutoCAD format and in PDF formats, as appropriate. We will provide three sets of hard copy plans on 24x36 sheets.
- AMG will provide one set of reproducible drawings, signed and sealed by the registered civil engineer, in accordance with California state law.

### As-needed Design Review/Requests for Information (RFI) Support

- AMG design staff will review design plans to assure they meet Santa Clara County and Caltrans standards at the minimum. City Merced's design standards supersede the minimum standards to address safety needs for the community. AMG reviews design plans from the



constructability standpoint and verifies existing field conditions in the field without relying on the as-built drawings.

- AMG design staff will attend pre-bid/pre-construction meetings on an as-needed basis.
- AMG design staff will respond to questions/RFIs concerning the plans, specifications and estimates for new traffic signal installation or modifications to existing traffic signals.
- AMG design staff will prepare design modifications or new signal design plans, if needed.
- AMG staff will work with City staff to review contractor submittals and with specific design issues, clarifications, and interpretations, as appropriate, to the orderly completion of contractor's work.
- AMG will prepare the record drawings from contractor redline as-builts on an as-needed basis.

## Current Projects

AMG's current commitments are:

- On-Call Services to Orinda, Alameda, Concord, Dublin, American Canyon, Menlo Park, Belmont, Tuolumne, Oakland, and Tracy
- Conduct Certified Engineering and Traffic Studies (ETS)
- Traffic Impact Study for Annexation of Northwest Patterson Master Plan (FCS International, Inc.)
- Hayward PM and Engineering Staff Augmentation Services (City of Hayward)
- ATSPM and ATCS Deployment (City of San Rafael)
- Perris Blvd Safety Improvement Project (City of Perris)
- CCTA Program and Project Management Services (Contra Costa Transportation Authority)
- CCTA TDM and Safe Route for Children (Contra Costa Transportation Authority)
- 19<sup>th</sup> Ave, Fashion Island (City of San Mateo)
- Perris Traffic Signal & Modifications (City of Perris)
- Alisal Complete Streets Before and After
- Ron Cowan Traffic Study (BayPac Consult Inc.)
- Speed Survey (City of Perris)
- Perris Blvd TSI Perry to Harley Knox (City of Perris)
- Traffic Engineering Services (City of Walnut Creek)
- Traffic Signal Improvements & Traffic Control Plans (Stay Cal Hotels)
- Interconnectivity and Timing (City of San Jacinto)
- Mountain House Community Services District FY 20/21 Traffic Engineering Plan Check Services (SNG & Associates)
- Concord Downtown Corridors (Belleci & Associates, Inc.)
- PATH Transit Agency Survey (The Regents of the University of California)
- Atwater Signal Timing (JLB Traffic Engineering, Inc.)
- Lighted Crosswalk Upgrades (Siegfried Engineering, Inc)
- Valley Children's Hospital Roundabout Design (O' Dell Engineering)
- West Sac Engineering & Traffic Surveys (Mott MacDonald Group, Inc.)
- Oroville TIS Oroville Heights Development (Willow Partners, LLC)
- Stockton California Street Phases 1 and 2 (Siegfried Engineering, Inc)
- Traffic Control Plan Review (City of Atwater)
- Stockton TMC Equipment Upgrade (City of Stockton, Public Works Department)
- Mountain House CIF and TIF Update Study (Harris & Associates, Inc.)
- Concord Grant East Streets (BKF Engineers)
- Danville Fiber Optic Plan Development (Town of Danville)
- Santa Clara Citywide School Traffic Improvements (City of Santa Clara)
- Patterson Traffic Signal Design Sperry & Rogers (Love's Travel Stops & County Stores)

## **PART A – SCOPE OF WORK**

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The consultant service in each category may include, but is not necessarily limited to, the scope outlined below. The City will select up to three (3) consultants from each category. The scope may expand based on the needs of the City.

### General Civil Engineering:

1. Provide construction plans and specifications of various road projects.
2. Provide construction plans and specifications for various utility projects (i.e. water, sewer, storm, etc.).
3. Provide construction support/inspection on various projects.
4. Provide alignment studies and cost estimates.
5. Prepare application for various grants.
6. Prepare various studies that is related to roads, water, sewer, and storm drains.
7. Assist with regulatory compliance and negotiation with Federal, State, and other agencies as necessary.
8. Other tasks that may be requested by the City (i.e. Structural).
9. Manage sub-consultant to complete the projects (geotechnical, traffic, environmental, etc.)

### Geotechnical Engineering and Construction Observation and Materials Testing Services

1. Provide geotechnical analysis services, including conducting soil sampling, classification and soil permeability analysis.
2. Provide construction observation and material testing services in accordance with City of Merced Standards and Caltrans Test Methods.
3. Provide road treatment recommendations based on samples from the field including, but not limited to, Cement, Quicklime, and Quicklime+ applications.
4. Provide evidence of the possession of current Caltrans Certifications (Inspector, Tester, and Laboratory) for soil, concrete, and asphalt methods for Construction Observation and Materials Testing Services

### Survey:

1. Prepare topographic and planimetric survey of proposed City projects, including all underground utility location(s) based on USA markings, digital terrain modeling for contour interpolation, profile, cross-section, and earthwork volume calculations
2. Prepare drawings of the survey based on the latest AutoCAD version (2018 or newer).
3. Provide land records research for boundary determination of existing and proposed City properties and right-of-way.
4. Recover existing monuments, including monuments (section corners, etc.) property corners, right-of-way monuments, and benchmark.
5. Provide retracement surveys.
6. Re-establish lost or obliterated corners.
7. Re-establish control points.
8. Provide construction staking as needed.
9. Provide record filing including, but not limited to, corner records, record of survey, etc.

### Traffic Engineer

1. Provide construction plans and specifications for traffic signals and phasing.
2. Prepare railroad pre-emption studies as necessary.
3. Provide transportation planning.
4. Prepare traffic safety and traffic studies.
5. Analyze traffic safety and traffic studies prepared by other consultants for development projects.
6. Conduct traffic counts and speed studies.
7. Coordinate with the California Public Utilities Commission (CPUC) and other agencies as necessary to obtain approval(s) for various projects.
8. Prepare pre-emption timing.
9. Traffic cards.
10. Signal coordination
11. Review Traffic studies for other developments

### **PART – B CONSULTANT REQUIREMENTS**

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All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible charge of, a licensed engineer in the State of California and shall include his or her name and license number. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". All engineering plans and specifications that are permitted or that are to be released for construction shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping. All final engineering calculations and reports shall bear the signature and seal or stamp of the licensee, and the date of signing and sealing or stamping. If engineering plans are required to be signed and sealed or stamped, and have multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping, shall appear on each sheet of the plans. If engineering specifications, calculations, and reports are required to be signed and sealed or stamped and have multiple pages, the signature, seal or stamp, and date of signing and sealing or stamping shall appear at a minimum on the title sheet, cover sheet, or signature sheet.

All survey work, including but not limited to topographic, planimetric, field survey, boundary survey, retrace, or installation of new monuments shall be conducted under the supervision of a licensed surveyor in the State of California. Interim documents shall include a notation as to the intended purpose of the document, such as "Preliminary", "Not for Construction", "For Plan Check Only", or "For Review Only". If any document requires signature, per Professional Engineer and Survey Act, the documents shall be signed and stamped by the supervising surveyor.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations.

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart

or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.

After City approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the City's prior written approval.

Resumes or certification containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the City for review before assignment on a project. The resume and copies of current license or certification for each candidate must be submitted to the City within one (1) week of receiving the request.

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables are satisfactory. The City may reject any Consultant's personnel if they do not meet the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove their personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the minimum qualifications required by this Agreement for performance of the work as demonstrated by a resume and copies of current license or certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from City. Invoices with charges for personnel not pre-approved by the City for work on the Agreement and for each task shall not be reimbursable.

The Consultant shall not remove or replace any existing personnel assigned to the project without the prior written consent of the City. The removal or replacement of personnel without the written approval from the City shall be violation of the Agreement and may result in termination of the Agreement.

When assigned consultant personnel are on approved leave and when required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. Substitute personnel shall receive prior written approval from the City to work on this Agreement.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. The City's prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Agreement.

For all civil related work, the Consultant contract manager and/or project manager shall be a Registered Professional Engineer licensed in the State of California, be in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Agreement period for each project.

For all survey related work, the Consultant contract manager and/or project manager shall be a Licensed Registered Land Surveyor in the State of California, be in good standing with the California State Board for Professional Engineers and Land Surveyors at all times during the duration of this Agreement period for each project.

In addition to other specified responsibilities, the Consultant contract manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-consultant's operations including, but not limited to, the following:

1. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the City.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Agreement expenditures.
10. Reviewing invoices for accuracy and completion before billing to the City.
11. Managing Sub-consultants.
12. Managing overall budget for Agreement and provide report to the City.
13. Monitoring and maintaining required DBE/LBE involvement.
14. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and local regulations.
16. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

17. Provide knowledge, experience, certifications for testers and laboratory, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
18. Experience and capable in the review of the test reports within a reasonable time-frame of the completion of the tests to avoid delay of the field construction operation.

# **EXHIBIT B**

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

Note: Mark-ups are Not Allowed

Consultant: Advanced Mobility Group

Prime Consultant

Subcontractant

2nd Tier Subcontractant

Project No. City of Merced On-Call 2021 Contract No. TBD

Participation Amount \$TBD

Date July 29, 2021

Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined Indirect Cost Rate (ICR) %
48.79%		47.48%		45.19%		141.46%
					FEE % =	10.00%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Straight	Hourly Billing Rates <sup>2</sup> OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
Joy Bhattacharya, Principal-In-Charge / Project Manager	\$ 294.11	N/A	N/A	7/1/2021	7/31/2023	\$110.73	3%	Not Applicable
Christopher Thnay, Principal, QA/QC	\$ 302.93	N/A	N/A	8/1/2024	7/31/2024	\$114.05	3%	Not Applicable
Shruti Shrivastava, Transportation Engineering	\$ 312.02	N/A	N/A	8/1/2025	7/31/2025	\$117.47	3%	Not Applicable
Vasavi Pannala, Senior Engineer	\$ 260.59	N/A	N/A	7/1/2021	7/31/2023	\$98.11	3%	Not Applicable
Vishnu Gandluru, Transportation Engineer	\$ 268.40	N/A	N/A	8/1/2024	7/31/2024	\$101.05	3%	Not Applicable
Stephen Au, Senior Signal Designer	\$ 276.46	N/A	N/A	8/1/2025	7/31/2025	\$104.08	3%	Not Applicable
Chris Higbee, Senior Traffic Engineer	\$ 139.87	N/A	N/A	7/1/2021	7/31/2023	\$52.66	3%	Not Applicable
Ryan Sabiniانو, Design Technician	\$ 144.06	N/A	N/A	8/1/2024	7/31/2024	\$54.24	3%	Not Applicable
Kasra Behbahani, Systems Engineer	\$ 148.39	N/A	N/A	8/1/2025	7/31/2025	\$55.87	3%	Not Applicable
	\$ 87.65	N/A	N/A	7/1/2021	7/31/2023	\$33.00	3%	Not Applicable
	\$ 90.28	N/A	N/A	8/1/2024	7/31/2024	\$33.99	3%	Not Applicable
	\$ 92.99	N/A	N/A	8/1/2025	7/31/2025	\$35.01	3%	Not Applicable
	\$ 183.48	N/A	N/A	7/1/2021	7/31/2023	\$69.08	3%	Not Applicable
	\$ 188.99	N/A	N/A	8/1/2024	7/31/2024	\$71.15	3%	Not Applicable
	\$ 194.65	N/A	N/A	8/1/2025	7/31/2025	\$73.29	3%	Not Applicable



Shahin Sotoudeh, CAV Technology	\$ 166.46 \$ 171.45 \$ 176.59	N/A N/A N/A	N/A N/A N/A	7/1/2021 8/1/2024 8/1/2025	7/31/2023 7/31/2024 7/31/2025	\$62.67 \$64.55 \$66.49	3% 3% 3%	Not Applicable
Project Controls	\$ 182.47 \$ 187.95 \$ 193.58	N/A N/A N/A	N/A N/A N/A	7/1/2021 8/1/2024 8/1/2025	7/31/2023 7/31/2024 7/31/2025	\$68.70 \$70.76 \$72.88	3% 3% 3%	50.00 - 68.70
Project Analyst	\$ 153.41 \$ 158.02 \$ 162.76	N/A N/A N/A	N/A N/A N/A	7/1/2021 8/1/2024 8/1/2025	7/31/2023 7/31/2024 7/31/2025	\$57.76 \$59.49 \$61.28	3% 3% 3%	33.57 - 57.76
Administration / Graphics	\$ 114.40 \$ 117.83 \$ 121.36	N/A N/A N/A	N/A N/A N/A	7/1/2021 8/1/2024 8/1/2025	7/31/2023 7/31/2024 7/31/2025	\$43.07 \$44.36 \$45.69	3% 3% 3%	22.00 - 43.07

NOTES:

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

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

Consultant: Advanced Mobility Group Contract No. TBD Date: July 29, 2021  
 Project No. City of Merced On-Call 2021

**SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		IRS Standard Rates	\$ -	\$ -
Equipment Rental and Supplies			\$ -	\$ -
Permit Fees			\$ -	\$ -
Plan Sheets			\$ -	\$ -
Test			\$ -	\$ -
Vehicle			\$ -	\$ -
Subconsultant 1:			\$ -	\$ -
Subconsultant 2:			\$ -	\$ -
Subconsultant 3:			\$ -	\$ -
Subconsultant 4:			\$ -	\$ -
Subconsultant 5:			\$ -	\$ -

Note: Add additional pages if necessary

**NOTES:**

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- 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
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

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

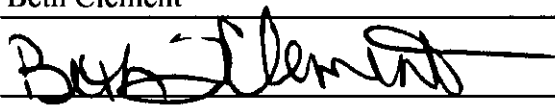
**Certification of Direct Costs:**

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

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. Title 23 United States Code Section 112 - Letting of Contracts
- 10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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

**Prime Consultant or Subconsultant Certifying:**

Name: Beth Clement Title \*: Operations Manager / Board Secretary  
 Signature:  Date of Certification (mm/dd/yyyy): 7/29/2021  
 Email: beth@amobility.com Phone Number: 925-451-1051  
 Address: 3003 Oak Road #100, Walnut Creek CA 94597

\* 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:

City of Merced On-Call Traffic Engineering Services
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**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: Advanced Mobility Group

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 141.46% % **OR**

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

**Fiscal period \*** January 1, 2019 - December 31, 2019

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:


- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

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

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input checked="" type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

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

Name\*\*: Beth Clement Title\*\*: Secretary of the Board/Operations Manager  
 Signature:  Date of Certification (mm/dd/yyyy): January 14, 2021  
 Email\*\*: beth@amobility.com Phone Number\*\*: 925.451.1051

\*\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

**Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

**Distribution:** 1) Original - Local Agency Project File  
 2) Copy - Consultant  
 3) Copy - Caltrans Audits and Investigations

## Contractor Information

## Registration History

	Effective Date	Expiration Date
<b>Legal Entity Name</b> Advanced Mobility Group	9/6/2019	6/30/2020
<b>Legal Entity Type</b> Corporation	7/1/2020	6/30/2021
<b>Status</b> Active	7/1/2021	6/30/2023
<b>Registration Number</b> PW-LR-1000460595		
<b>Registration effective date</b> 7/1/2021		
<b>Registration expiration date</b> 6/30/2023		
<b>Mailing Address</b> 3003 Oak Road Suite #100 Walnut Creek 94597 CA...		
<b>Physical Address</b> 3003 Oak Road Suite #100 Walnut Creek 94597 CA...		
<b>Email Address</b>		
<b>Trade Name/DBA</b>		
<b>License Number(s)</b>		

## Legal Entity Information

**Corporation Number:**  
**Federal Employment Identification Number:**  
**President Name:**  
 Habib Shamskhon  
**Vice President Name:**  
**Treasurer Name:**  
**Secretary Name:**  
 Beth Clement  
**CEO Name:**

**Agent of Service Name:**  
 Habib Shamskhon  
**Agent of Service Mailing Address:**  
 3003 Oak Road Suite #100 Walnut Creek 94597 CA United States of America

## Workers Compensation

**Do you lease employees** No  
**through Professional**  
**Employer Organization**  
**(PEO)?:**  
**Please provide your**

**current workers**

**compensation insurance**

**information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

**Policy Holder Name:**Advanced Mobility Group**Insurance Carrier:**

Ohio Security Insurance Company 24082**Policy Number:**XWS61019707**Inception date:**

3/8/2021**Expiration Date:**3/8/2022

**Advanced Mobility Group**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

GL Account Description	12/31/2019 Trial Balance	Allocations	Adjusted Balance	Note	Unallowable	Audit Adjustment	Project Direct Costs	Direct Labor	Indirect Costs
		Note 1							
<b>DIRECT LABOR</b>									
Direct Labor	-	1,828,654	1,828,654					1,828,654	-
Direct Contractor Payments	157,116		157,116					157,116	-
<b>Total Direct Labor</b>	<b>157,116</b>	<b>1,828,654</b>	<b>1,985,770</b>					<b>1,985,770</b>	
<b>DIRECT COSTS</b>									
Contracted Services	443,993		443,993				443,993		-
Job Supplies and Services	94,920		94,920				94,920		-
Meals - billable	9,678		9,678				9,678		-
Shipping - Billable	3,201		3,201				3,201		-
Travel - Billable	11,176		11,176				11,176		-
Auto Expense - Billable	9,030		9,030				9,030		-
<b>Total Direct Costs</b>	<b>571,998</b>		<b>571,998</b>				<b>571,998</b>		
<b>FRINGE BENEFITS</b>									
Payroll Taxes	195,330		195,330	Note 10		(4,031)			191,299
Dental Insurance	16,088		16,088						16,088
Health Insurance	164,800		164,800						164,800
Life Insurance (Group)	14,642		14,642						14,642
Vision Insurance	2,256		2,256						2,256
Retirement Contributions	96,214		96,214						96,214
Bonuses		574,750	574,750	Note 10		(278,023)			296,727
<b>Total Fringe Benefits</b>	<b>489,330</b>	<b>574,750</b>	<b>1,064,080</b>			<b>(282,054)</b>			<b>782,026</b>
<b>GENERAL OVERHEAD</b>									
Total Wages	3,343,469	(3,343,469)	-						-
Indirect Labor		940,065	940,065						940,065
Contractors - BD	223,837		223,837						223,837
Automobile Expense	3,468		3,468						3,468
Bank Service Charges	3,970		3,970	Note 11		(3,000)			970
Benefits Admin Fees	1,225		1,225						1,225
Business Insurance	46,829		46,829						46,829
Conference Expense	12,844		12,844						12,844
Software	90,990		90,990						90,990
Depreciation			-	Note 2		28,803			28,803
Dues and Subscriptions	18,029		18,029	Note 12		(2,800)			15,229
Education and Training	13,235		13,235						13,235
Legal & Professional Services	28,284		28,284						28,284
Licenses and Permits	3,867		3,867						3,867
Meals	54,533		54,533	Note 13		(8,634)			45,899
Relocation Expenses	7,569		7,569						7,569
Office Supplies	171,531		171,531	Note 14		(11,521)			160,010
Postage and Delivery	1,673		1,673						1,673
Printing and Reproduction	5,035		5,035						5,035
Reimbursements	(18)		(18)						(18)
Rent Expense	250,934		250,934	Note 14		(14,405)			236,528
Repairs	332		332						332
Taxes	1,643		1,643						1,643
Telephone and Communicatio	39,211		39,211						39,211
Travel	211,425		211,425	Note 15, 16		(79,710)			131,714
Prepayment	(15,687)		(15,687)						(15,687)
Utilities	3,288		3,288						3,288
Website Design	277		277						277
<b>Unallowable Expenses</b>									
Advertising	575		575	Note 3	(575)				-
Bad Debts	18,000		18,000	Note 4	(18,000)				-
Contributions	12,500		12,500	Note 5	(12,500)				-
Client Gifts	2,182		2,182	Note 6	(2,182)				-
Interest	68,250		68,250	Note 7	(68,250)				-
Entertainment	21,569		21,569	Note 8	(21,569)				-
Firm Party and Gifts	16,480		16,480	Note 9	(16,480)				-
Interest Income	(2,381)		(2,381)	Note 7	2,381				-
<b>Total General Overhead</b>	<b>4,658,968</b>	<b>(2,403,404)</b>	<b>2,255,564</b>		<b>(137,175)</b>	<b>(91,268)</b>			<b>2,027,121</b>
<b>Grand Total</b>	<b>\$,877,413</b>	<b>-</b>	<b>\$,877,413</b>		<b>(137,175)</b>	<b>(373,322)</b>	<b>571,998</b>	<b>1,985,770</b>	<b>2,809,147</b>

Percent of Direct Labor

Facilities Capital Cost of Money (FCCM)

Note 17

141.46%

0.193%



**Advanced Mobility Group**  
**Description of Company Un-Allowed Cost and Audit Adjustments**  
**For the Year Ended December 31, 2019**

***Description of Company Un-allowed cost and audit adjustments***

**Note 1** The Company has total wages for staff of \$3,343,469. The Company allocates this labor as direct and indirect using standard cost accounting from data produced from its timekeeping system (AccountSight) outside of General Ledger Postings. AccountSight has coding for each time transaction for both direct and indirect hours. Below is the allocation of direct, indirect, and bonuses based on standard cost accounting.

Direct Labor	\$1,828,654
Total Direct Labor	\$1,828,654
Indirect Labor	\$940,065
Bonuses	\$574,750
Total Indirect Labor	\$1,514,815
Total Labor	\$3,343,469

**Note 2** In general, depreciation of plant, equipment, and other capital/fixed assets is allowable if it does not exceed the amount used for financial reporting purposes. Depreciation is generally based on the useful business life of the asset and should not be based on accelerated depreciation methods that may be acceptable for IRS tax purposes. The Company used the straight-line depreciation method. The depreciation was not in the accounting records and has been added to the schedule. The allowable depreciation was \$28.803 per FAR 31.205-11.

**Note 3** Advertising costs are unallowable per FAR 31.201-1(f).

**Note 4** Bad Debt expenses are unallowable pr FAR 31.205-3.

**Note 5** Contributions are unallowable per FAR 31.205-8.

**Note 6** Gifts to clients are unallowable per FAR 31.205-1(d)(2).

**Note 7** Interest expense is unallowable per FAR 31.205-20.

**Note 8** Entertainment costs are unallowable per FAR 31.205-14.

**Note 9** Costs associated with holiday parties are unallowable per FAR 31.205-14. Gifts to employees are unallowable per FAR 31.205-13(b).

**Note 10** The Company performed an analysis of executive compensation in accordance with Chapter 7 of the AASHTO Audit Guide. The analysis included an examination of the activities performed by Company executives, and the types of compensation paid to executives. The analysis also included an evaluation of compensation reasonableness as described in AASHTO Audit Guide section 7.5, using the National Compensation Matrix. As a result of the analysis, \$278,023



executive compensation was disallowed per FAR 31-205-6(a), and \$4,034 in related payroll taxes are disallowed as associated costs per FAR 31.201-6(a).

**Note 11** Cost of obtaining a line of credit is considered interest and is unallowable per FAR 31.205-20.

**Note 12** Lobbying costs are unallowable per FAR 31.205-22.

**Note 13** Meals in-excess of Federal Travel Regulation are unallowable per FAR 31.205-46(a). Cost of alcohol is unallowable per FAR 31.205-51. None itemized receipts are non-allocable per FAR 31.201-4.

**Note 14** Adjust for assets in excess of \$5,000 which should have been capitalized. Non-allocable per FAR 31.201-4.

**Note 15** Costs related to future years expense are not allocable and are unallowed per FAR 31.201.4.

**Note 16** Airfare costs in excess of the lowest customary standard rates are unallowable per FAR 31.205-46(b).

**Note 17** Facilities Cost of Capital is allowable. The facilities cost of capital was calculated using the average 2019 interest rates published by the U.S. Treasury under Public Law 91-41. The rate was multiplied by the average net book value of non-current assets. Based upon the rate, the cost of capital was computed as follows.

Combined	
	Amount
Net Book Value of Assets 12/31/2018	\$ 61,540
Net Book Value of Assets 12/31/2019	<u>\$ 184,154</u>
Subtotal	\$ 245,694
Divide By 2 for average Balance	\$ 122,847
Average Treasury Rate for 2019	3.125%
Computed Facilities Capital	\$ 3,839
Divide by Direct Labor Base	<u>\$ 1,985,770</u>
Cost-of-Money Rate	<u>0.193 %</u>



## ***AMG Billing Rate Table 2021***

<b><i>Title</i></b>	<b><i>Hourly Billing Rate Range</i></b>
Associate Engineer	160.00 - 185.00
Communications Marketing Manager	145.00 - 155.00
Engineering Technician	100.00 - 120.00
President	300.00
Principal	230.00 - 270.00
Project Administrator	100.00 - 130.00
Project Controls Manager	190.00 - 230.00
Project Controls Specialist	145.00 - 160.00
Project Coordinator	100.00 - 150.00
Project Manager	150.00 - 210.00
Senior Consultant	250.00 - 275.00
Senior Engineer	150.00 - 160.00
Senior Project Analyst	150.00 - 165.00
Smart Cities Specialist	135.00 - 150.00
Technology Manager	185.00 - 195.00
Transit Planner	150.00 - 165.00
Vice President	220.00 - 280.00

**CITY OF MERCED  
APPLICATION FOR LEAVE**

1. Name (Last, First, M.I.): Robinson, Rom	2. Position: Eng Tech IV						
3. Department: Engineering	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; padding: 5px;">4.A. From: 07-27-21</td> <td style="width:20%; padding: 5px;">Time of Day: 7:00AM</td> <td style="width:50%; padding: 5px;">4.C. Total number of hours</td> </tr> <tr> <td style="padding: 5px;">4.B. To: 07-27-21</td> <td style="padding: 5px;">4:30PM</td> <td style="text-align: center; padding: 5px;">9</td> </tr> </table>	4.A. From: 07-27-21	Time of Day: 7:00AM	4.C. Total number of hours	4.B. To: 07-27-21	4:30PM	9
4.A. From: 07-27-21	Time of Day: 7:00AM	4.C. Total number of hours					
4.B. To: 07-27-21	4:30PM	9					
5. I hereby request (If more than one box is checked, explain in Item 6, Remarks) <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Vacation (may not exceed amount available for use)</li> <li><input type="checkbox"/> Sick Leave (complete below)</li> <li><input type="checkbox"/> Family Sick Leave (complete below)</li> <li><input type="checkbox"/> Leave Without Pay</li> <li><input type="checkbox"/> Compensatory Time</li> <li><input type="checkbox"/> Jury Duty</li> <li><input type="checkbox"/> Bereavement Leave</li> <li><input type="checkbox"/> Floating Holiday</li> </ul>	6. Remarks: <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> 7. Employee's Signature _____ Date: <u>07-28-21</u>						

**OFFICIAL ACTION ON APPLICATION**

<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved (If disapproved, give reason below. If vacation, reschedule.)	Signature _____ (Vacation approved may not exceed the amount available for use.) Date: _____
---	---

**EMPLOYEE - Check the appropriate box below (Items 1-4) if you are applying for sick leave. If the City requires such certification, please have your doctor or practitioner complete the Certification section below. Falsification of information in this portion of the form may be grounds for disciplinary action, including dismissal.**

<input type="checkbox"/> 1. I was incapacitated for duty by: _____	<input type="checkbox"/> 2. I was required to care for a member of my family (Give name and relationship of family member, and illness.) _____
<input type="checkbox"/> 3. I was undergoing medical, dental, or optical examination or treatment.	<input type="checkbox"/> 4. I was exposed to a contagious disease. (Give name of disease and circumstances of exposure.) _____

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

Employee's Name _____	Period Under Professional Care (Indicate Month, Day, Year) From _____ To _____
Remarks: _____	
I certify that the employee named was under my professional care for the period indicated above, and that the employee was unable to work from _____, 20__ through _____, 20__ due to _____ (illness)	
Signature of Physician or Practitioner _____	Date _____

# **EXHIBIT C**

# EXHIBIT C

## City of Merced

### Authorization of Services Agreement

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

\_\_\_\_\_  
Name of City Contact

\_\_\_\_\_  
Phone Ext.

<b>Description of Services to be Provided:</b>	<i>Official Use Only</i>

**Check Box If Applicable To Project:**

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

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

<b>Consultant:</b>	<b>Proposal/Quote</b>
	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.

<b>Consultants</b>	_____
	_____
	_____
<b>Print Name</b>	<b>Name of Business Entity</b>
_____	_____
<b>Signature</b>	<b>Date</b> _____
_____	<b>Phone No.</b> _____
<b>Position/Title</b>	<b>License No.:</b> _____
_____	<b>(If Applicable)</b>

<b>Accepted by City of Merced</b>	<i>Official Use</i>
_____	
_____	<b>Date</b>

**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.