

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF MERCED
AND
ADVANCED MOBILITY GROUP**

THIS AGREEMENT ("Contract") is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Advanced Mobility Group, a Stock Corporation whose address of record is 3003 Oak Road, Suite 100, Walnut Creek, California 94597, (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, City requires on-call services for traffic engineering services; and,

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

AGREEMENT

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the traffic engineering services described in Exhibit "A" attached hereto.
2. **ADDITIONAL SERVICES.** No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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

services could include, but are not limited to, any of the following:

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

3. CITY FURNISHED SERVICES. The City agrees to:

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

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

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

5. PAYMENT. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing

services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B".

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

Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Contract.

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

amendment.

- N. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - O. Task Orders may not be used to amend the language (or the terms) of this Contract nor to exceed the scope of work under this Contract.
 - P. The total amount payable by City for all Task Orders resulting from this Contract shall not exceed Five Hundred Thousand Dollars (\$500,000.00). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.
6. **BOOKS OF RECORD AND AUDIT PROVISION.** For the purpose of complying with Gov. Code § 8546.7, the Consultant, Subconsultants and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

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

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

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

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

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

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

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

F. Prompt Payment of Funds Withheld to Subconsultants:

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

G. DBE Records

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

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

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

10. CONFLICT OF INTEREST.

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

project which will follow.

- B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.
 - C. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
 - D. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Contract to provide construction inspection for any construction project resulting from this Contract, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
11. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration wither promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
12. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to

be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

13. INDEMNITY.

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

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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

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

policy shall be endorsed to waive the insurer's subrogation rights against the City.

B. General Liability.

- i. Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- ii. Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- iii. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- iv. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.
- v. Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three
- vi. (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

C. Automobile Insurance.

- i. Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- ii. The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- iii. The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self-insurance maintained by City or other named insureds shall be excess and non-contributory.
- D. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- E. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
 - i. An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
 - ii. An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- F. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

- A. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

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

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

participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance to their assignees and successors in interest.

H. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21- Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of Subconsultants.

I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

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

APPENDIX A of Title VI ASSURANCES

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

A. **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: 1. withholding payments to the contractor under the contract until the contractor complies; and/or 2. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF TITLE VI ASSURANCES

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

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

- F. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- G. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- H. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- I. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- J. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17. DEBARMENT AND SUSPENSION CERTIFICATION.

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

- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- v. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosure must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

18. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

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

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

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

hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

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

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

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

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

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

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

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

27. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
28. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7-29-2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

CONSULTANT

BY: Beth Clement
(Signature)

Beth Clement

(Typed Name)

Its: Corporate Board Secretary
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 82-3883515

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

TELEPHONE: 925.451.1051

FAX: _____

E-MAIL: beth@amobility.com

EXHIBIT A



Cover Letter

May 29, 2025

City of Merced

Engineering Division

Attn: Daryl Jordan

678 West 18th St, 2nd Floor

Merced, CA 95340

Reference: Statement of Qualifications to Provide Traffic Engineering Services

Dear Daryl and Project Selection Committee,

Advanced Mobility Group (AMG) is pleased to submit our Statement of Qualifications (SOQ) to provide Traffic Engineering Services to the City of Merced. Our team of experienced professionals is uniquely qualified to deliver innovative, efficient, and cost-effective solutions tailored to the needs of your community.

Quality Experience

Our key staff are currently providing planning and engineering services to the City of Tracy, the neighboring Dublin, City of Mountain House, Fresno County, Patterson, and various other local jurisdictions in Alameda, Contra Costa, San Mateo, San Joaquin, Fresno, Merced, Stanislaus, and Solano Counties. With over 30 years of experience in the Bay Area on numerous traffic engineering projects, we're a well-suited partner committed to continuing this service to your community. We've been working alongside local staff for more than a decade, so we understand the projected growth in the area and the City's goals and objectives for the on-call assignment and the work that needs to be done.

We understand the process, challenges, and expectations of facilitating engineering projects, especially traffic engineering. Our understanding and experience will help streamline the process and save you time and resources. Our depth of resources allows our team to respond to the City's needs in a timely manner. Our staff have worked on traffic engineering contracts with local communities and agencies such as:

- | | |
|---|--|
| ✓ City of Alameda | ✓ City of San Luis Obispo |
| ✓ City of Dublin | ✓ City of San Carlos |
| ✓ City of Concord | ✓ City of Tracy |
| ✓ City of Belmont | ✓ San Mateo County Transit District |
| ✓ City of Hayward | ✓ AC Transit |
| ✓ City of Orinda | ✓ Caltrain |
| ✓ Mountain House Community Service District | ✓ San Francisco County Transportation Authority |
| ✓ City of Patterson | ✓ San Francisco Municipal Transportation Agency |
| ✓ City of Palo Alto | ✓ California Department of Transportation (Caltrans) |
| ✓ City of Stockton | ✓ Contra Costa Transportation Authority (CCTA) |



Customized, Familiar, and "Right-Fit" Team Created for You

Our team of traffic engineering professionals is ready to tackle any technical and managerial challenges you might face. Each team member is dedicated to completing high-quality work on schedule and within budget. Keeping your projects moving forward seamlessly involves close coordination with team members, especially your key personnel. We've put together a comprehensive transportation engineering team. I, Joy Bhattacharya, will lead the team as the Project Manager. With over 35+ years of experience providing similar on-call services throughout northern California, I've successfully managed high-profile, complex, and innovative transportation projects. I'll be supported by Christopher Thnay, PE, AICP, Rafat Raie, TE, Shabnam Yari, PE, and Chris Higbee, PE, as the leads for areas and they will be supported by other experts on the AMG team. We're committed to providing you with top-notch service.

Under my leadership as Project Manager, AMG is committed to maintaining open communication, exceeding project objectives, and upholding the highest standards of quality assurance. I will serve as the single point of contact, ensuring streamlined coordination and delivery of services to meet the City of Merced's fluctuating needs.

AMG is not aware of any recent, current, or anticipated contractual obligations which will pose a potential conflict with the work needed on this project. AMG does not have any exceptions to the contract terms or insurance requirements set forth in the Request for Qualifications (RFQ). As the consultant, I will verify the proposal before submission to ensure it is both accurate and fully compliant with the requirements outlined in the RFQ/RFP. I acknowledge that I have reviewed the city's standard agreement attached to the RFQ/RFP and, if awarded, I agree to sign the agreement as presented. No conflict of interest exists.

Thank you for the opportunity to partner with the City of Merced. We look forward to contributing to your transportation initiatives and enhancing mobility across your community. Should you have any questions, please do not hesitate to contact me directly at (415) 688-0024 or via email at joy@amobility.com.

Sincerely,

A handwritten signature in black ink that reads "Joy Bhattacharya". The signature is written in a cursive, flowing style.

Joy Bhattacharya, PE, PTOE | Vice President

Advanced Mobility Group (AMG)

3003 Oak Road, Suite 100

Walnut Creek, CA 94597

joy@amobility.com

Advanced Mobility Group FEIN: 82-3883515



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/VMT
- ✓ 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
- ✓ Automated traffic signal performance measures
- ✓ Grant funding, programming, and budgeting
- ✓ Traffic handling 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'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 are 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 warnings, 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, preemption 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 crossings at multiple locations across the nation. Our experience ranges from pre-signal designs to complex multi-phase signals with queue cutters, signal with railroad crossing on both approaches, and intersections with problematic design constraints.

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 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

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 in best practices.

INTELLIGENT TRANSPORTATION SYSTEMS

The AMG team has the capacity to provide expert technical services 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 on 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 details. 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.

QUALIFICATIONS MATRIX

Our team of qualified professionals have in-depth knowledge and successful experience providing consulting services for numerous on-call traffic engineering assignments. The Qualifications Matrix below illustrates AMG's credentials and alignment with the Scope of Work outlined in the RFQ. We understand that the continuity of staff is critical to successfully complete your upcoming projects and that the substitution of any key staff will be subject to approval by the City.

Key Staff	Scope of Work										
	Construction plans & specs for traffic signals & phasing	Prepare railroad pre-emption studies as necessary	Provide transportation planning.	Prepare traffic safety and traffic studies	Analyze traffic safety and traffic studies prepared by other consultants for development projects	Conduct traffic counts and speed studies.	Coordinate w CPUC and other agencies to obtain project approval(s)	Prepare pre-emption timing.	Traffic cards	Signal coordination	Review Traffic studies for other developments
Joy Bhattacharya, PE, PTOE	X	X	X	X	X	X	X	X	X	X	X
Christopher Thnay, PE, ACIP			X	X	X	X			X	X	X
Rafat Raie, PE	X	X	X	X	X		X	X	X	X	X
Chris Higbee, PE	X	X				X	X				X
Shabnam Yari, PE	X	X	X	X	X	X			X	X	X
Stephen Au, PE	X	X				X	X				X
Kasra Behbahani								X	X	X	X
Devyani Padubidri			X	X	X	X				X	X
Matthew Boog		X	X	X	X	X		X	X	X	X

PART A – SCOPE OF WORK

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

General Civil Engineering

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

Architectural Services

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

Landscaping Design Services

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

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

Geotechnical Engineering and Construction Observation and Materials Testing Services

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

Survey

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

Traffic Engineer

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

PART – B CONSULTANT REQUIREMENTS

All engineering plans (including structural and geotechnical), calculations, specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or under the responsible

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

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

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

The Consultant is required to submit a written request and obtain the City's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not to exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

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

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

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

The City reserves the right and may interview the Consultant's personnel for qualifications and experience. If it is deemed necessary to conduct an interview, the Consultant shall provide adequate

qualified personnel to be interviewed by the City within one (1) week of receiving the request. If the City consents with the proposed, the Consultant's personnel shall be binding to the Consultant and its Sub-consultants.

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

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

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

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

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

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

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

1. Ensuring that deliverables are clearly defined, acceptance tested, and that criteria are

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

PART C – PROPOSAL CONTENT

The proposal should include the following:

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

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

EXHIBIT B



AMG Billing Rate Table 2025

<i>Title</i>	<i>Hourly Billing Rate Range</i>
Associate Engineer	160.00 - 205.00
Data Analyst / Scientist	125.00 - 160.00
Engineering Technician	110.00 - 130.00
Outreach Specialist	130.00 - 150.00
President	375.00
Principal	250.00 - 275.00
Project Administrator	110.00 - 165.00
Project Analyst	110.00 - 145.00
Project Controls Specialist	115.00 - 135.00
Project Controls / Contracts Manager	160.00 - 240.00
Project Coordinator	110.00 - 140.00
Project Manager	185.00 - 245.00
Senior Consultant / Advisor	250.00 - 285.00
Senior Inspector	180.00 - 215.00
Senior Principal	285.00 - 350.00
Senior Project Analyst	150.00 - 175.00
Senior Project Engineer	190.00 - 250.00
Senior Systems Engineer	215.00 - 235.00
Smart Cities Specialist	135.00 - 155.00
Systems Engineer	110.00 - 185.00
Technology Manager	190.00 - 205.00
Traffic Engineer	195.00 - 215.00
Traffic Signal Specialist	115.00 - 135.00
Transit Planner	130.00 - 175.00
Transportation Engineering	105.00 - 135.00
Vice President	295.00 - 330.00

EXHIBIT C

EXHIBIT C

City of Merced

Authorization of Services Agreement

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

 Name of City Contact

 Phone Ext.

Description of Services to be Provided:

Official Use Only

Check Box If Applicable To Project:

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

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

Consultant:

Proposal/Quote

1. _____
2. _____
3. _____

Total Amount \$ _____

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

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

Consultants

Print Name

Name of Business Entity

Signature

Date

Phone No.

Position/Title

License No.:

(If Applicable)

**Accepted by City of Merced
 Only**

Official Use

Date

City Manager or Designee

EXHIBIT C
City of Merced
Authorization of Services Agreement

**TERMS AND CONDITIONS FOR
SERVICES CONTRACTS**

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

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

Such work shall include the following:

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

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

EXHIBIT C
City of Merced
Authorization of Services Agreement

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

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

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

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

5. **PERMITS AND LICENSES.**

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