

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, 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 NV5, Inc., a California Corporation, whose address of record is 2109 West Bullard Avenue, Suite 145, Fresno, California 93711, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to provide on-call geotechnical engineering, construction observation and materials testing services, and 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: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly Madecy 8/6/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

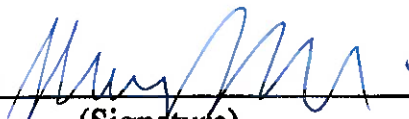
{Signatures continued on next page}

CONSULTANT
NV5, INC.,
A California Corporation

BY: 
(Signature)

Guillaume Gau
(Typed Name)

Its: Sr. Vice President
(Title)

BY: 
(Signature)

MARYJO O'BRIEN
(Typed Name)

Its: SECRETARY
(Title)

Taxpayer I.D. No. 94-2706172

ADDRESS: 2109 W. Bullard Ave.,
Suite 145
Fresno, CA 93711

TELEPHONE: 559.661.5220

FAX: 559.492.3457

E-MAIL: Guillaume.Gau@NV5.com

EXHIBIT A

1G LIST OF CURRENT STAFF

Our team includes key staff that have served as a Caltrans Materials Testers, Federal Highway Quality Assurance Testers, Public Works Inspectors, Responsible Engineers, and professionals who have served as expert witnesses on Caltrans construction disputes.

Available NV5 Staff (California)

Geotechnical Engineers	15
Laboratory Managers	9
Certified Caltrans Materials Testers.....	41
Certified AWS Welding Inspectors	14
Certified ICC Inspectors.....	29
Staffing Total.....	89

1H FIRM QUALIFICATIONS

GEOTECHNICAL ENGINEERING INVESTIGATION & CONSTRUCTION TESTING

NV5 performs geotechnical investigations and pavement engineering services under the direct supervision of a Registered Professional Engineer for roadways, bridges, parking lots, airfields, and multi-use pathways. Services include pavement testing and evaluation, pavement condition assessment, pavement materials characterization, full-depth reclamation and subgrade improvement studies, maintenance and rehabilitation studies, and flexible and rigid pavement design. NV5 owns and operates a Falling Weight Deflectometer (FWD), which we use to conduct non-destructive deflection testing to assess pavement and subgrade soil stiffness characteristics. We use our FWD to assess existing pavement capacity and evaluate rehabilitation options. Our FWD can impart loads representing wheel loads of light trucks to large aircrafts.

NV5 maintains a nationwide network of geotechnical and materials testing consultancies with accredited laboratories nationwide. We offer our clients:

- Geotechnical Design Investigations
- Construction Inspection
- Environmental Consulting
- DSA/OSHPD Inspection
- Construction Materials Testing
- Pavement Engineering & Evaluation

Fully certified staff and laboratories in Turlock, Bakersfield, Nevada City, Chico, Ventura, and San Diego, we have a full suite of experienced engineers, managers, inspectors, and field and laboratory technicians to effectively serve our clients' needs. Our staff and facilities include:

- California Civil Engineers (PEs)
- California Geotechnical Engineers (GEs)
- Experienced Public Works Inspectors
- Certified Field Technicians
- Certified Lab Technicians
- ICC / DSA / OSHPD Inspectors
- Materials Testing Laboratory
- Hot-Mix Asphalt Laboratory
- Fully-equipped & Certified Mobile Laboratory

NV5 actively participates in regional, State, and National laboratory accreditation programs relevant to the requested scope of services. Our laboratory and staff are inspected, certified, or qualified by:

- AASHTO R18
- CCRL
- Caltrans IA Program
- Division of State Architects Office
- US Army Core of Engineers
- OSHPD
- International Accreditation Service (IAS)

CONSTRUCTION MANAGEMENT AND INSPECTION

NV5 has been providing construction management (CM) and inspection services in the Central Valley and Northern California since the 1970s. We specialize in both staff augmentation and full service turnkey CM project delivery. In addition, our staff has worked with local cities and counties, and we understand the local specifications and requirements. Currently, we have 130+ construction management staff assigned in the Central Valley. This large number of staff provides us with an exceptional resource, and will assist us with providing the City with the appropriate personnel for each task order. Our team includes former Caltrans Construction Senior Engineers, Resident Engineers, and Structure Representatives. We also provide structure and roadway inspectors, materials testers, office engineers, project administrators, Qualified SWPPP Practitioners (QSPs), and Qualified SWPPP Developers (QSDs). We have served as construction managers and provided inspections for hundreds of local projects. Some of our clients include Fresno County Transportation Authority, Caltrans District 6, Merced County, Stanislaus County, and the City of Bakersfield, just to name a few.

Long recognized for our innovative contributions to the industry, we provide expert construction management, inspection, and materials testing services; contract administration support; constructability and PS&E design review; change order review; CPM schedule management; claims analysis; and the preparation of final estimates.

APPROACH & METHODOLOGY

NV5 utilizes project management practices to assist with monitoring timelines and budget, as we strive to meet deadlines with quality deliverables. John Atkinson, Project Manager and Director of Materials Testing, will serve as the City of Merced point of contact. He will supervise the assigned field and laboratory staff. Guillaume Gau, PE, GE, SVP, will serve as the principal-in-charge.

We believe that keeping the same staff working on a project from beginning to end promotes continuity and quality control. Guillaume and John will monitor the project schedules and budgets on a daily and weekly basis. When appropriate, they will conduct weekly progress meetings with the assigned staff to identify potential problems and their solutions, provide rapid responses to requests for information and review of submittals, and coordinate the preparation of interim and final reports for construction quality assurance.

NV5's internal quality control (QC) system is intended to promote field and laboratory services that are accurate, on time, and within budget. QC is performed throughout a project and does not consist solely of review after a service is performed. QC is the internal monitoring, analysis, and action performed by project team members, including planning, training, clear decisions and directions, supervision, and timely review and documentation. NV5 considers the following characteristics as indicators of quality:

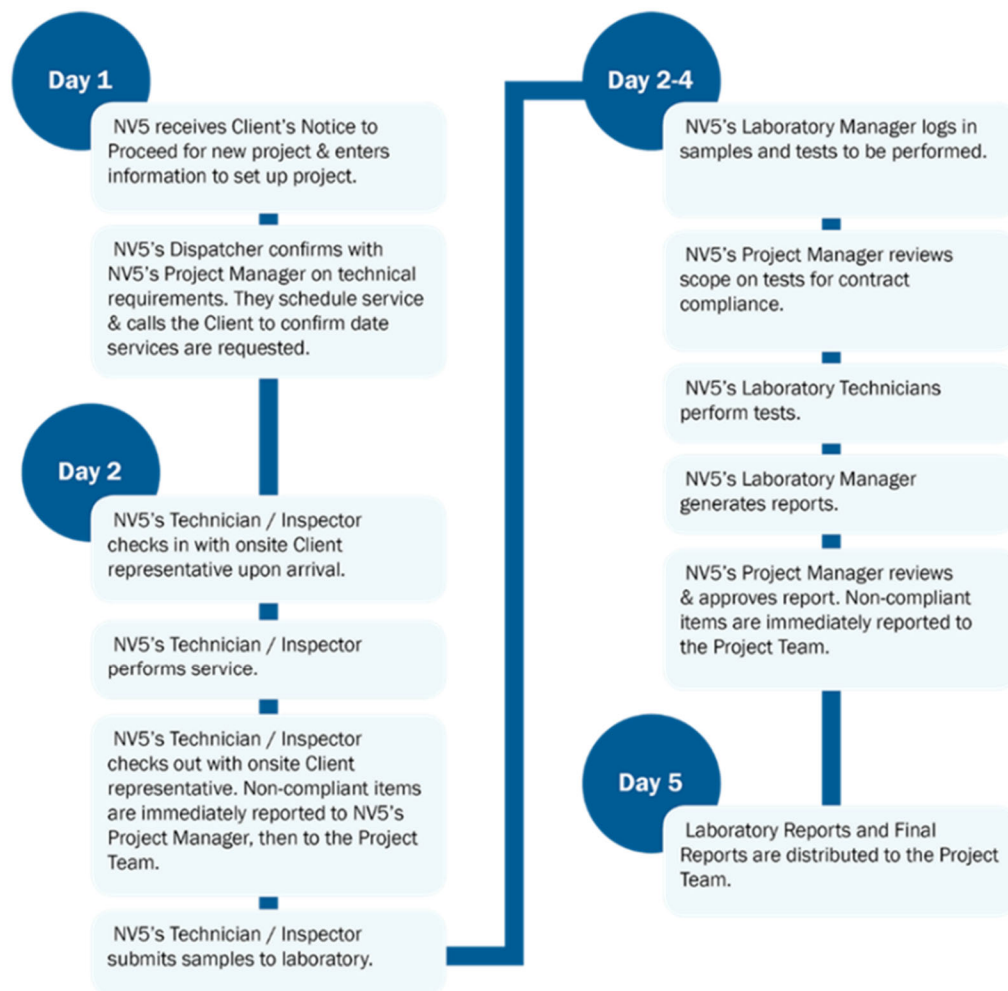
- Complete and in accordance with the proposed scope of services, which is developed with the active involvement of the City.
- Clear, understandable, and concise reporting.
- Correctly and accurately reflecting the conditions encountered at the time testing and observation.
- Consistent with applicable codes and regulatory requirements, good engineering practice, and previous work performed by NV5.
- Timely reporting, submitted by email and to the project file transfer site in accordance with the project schedule developed with the active involvement of the City.

Our QC Manual and practices include control of monitoring and measuring devices, and quality assurance (QA) evaluation of test data. This review is required to verify that the data are of sufficient quality to support project documentation. Data review and validation is performed in the field and office to verify precision, accuracy, representative-ness, completeness, comparability, and sensitivity. We appreciate and encourage client feedback regarding our quality, and it helps us to continually improve our services.

When NV5 receives a request for proposal to complete any project, we will first work with the City representative to set expectations. After this discussion, we will establish a project specific scope of work and fee proposal based on the expectations and needs of the project. We understand fees will be on an hourly basis per a predetermined hourly rate. After a scope is developed, NV5 will review it with the City, involved consultants and make any adjustments as needed to develop a final written scope of services specific to the project.

Upon preparation of an individual project scope of work and receiving authorization to proceed, NV5 will schedule the field and/or laboratory testing services. Special inspection and materials testing will be completed in accordance with the City of Merced construction standards, the California Building Code, and/or Caltrans standards. Field and laboratory reports will be distributed to designated individuals as they are produced for use by the City's representatives to verify that work was completed in accordance with the plans and specifications.

SAMPLE SCHEDULE



As established in the NV5 Communications Plan, our communications must be timely, clear, consistent, respectful and credible. We believe that successful projects do not happen by chance, but are the result of good communication. Effective communication with clients, sub-contractors, and agency personnel is based on our long-standing working relationships and trust we have established by our responsiveness, reputation and professionalism

RESPONSE TIME

Because we have staff in the local area and because we have established a local laboratory, we can typically respond to a request for engineering, materials testing or special inspection on the day of the request. In order to minimize demand for services occurring on short notice, John Atkinson, Director of Materials Testing and Inspection, proposes to meet with City staff on a quarterly basis. We will use this time to discuss ongoing and upcoming projects for which the City might require materials testing services. These discussions will allow City staff and NV5 to identify any preliminary concerns or challenges associated with the projects and develop potential solutions or alternatives that will lead to project success. Our staff will be available to be on site full time or periodically, as needed. We are prepared, when necessary, to have more than one staff person on a project as required to satisfy the projects demands at any given time.

All of our inspectors are certified in numerous procedures. NV5 can also augment our local staff with qualified staff from adjacent offices in order to meet project demands – with no additional cost to the City. We typically request 48 hours' notice when possible and will meet tighter schedules when projects require.

QUALITY ASSURANCE

Our laboratory adheres to a lab specific Quality Assurance Plan (QAP) that meets or exceeds the requirements stipulated in ASTM 329, AASHTO R18, Federal Highways Construction Manual and Caltrans Independent Assurance Manual, a copy of which is available upon request. The purpose of NV5's QAP is to make certain that the geotechnical testing, construction materials, and workmanship incorporated into state and municipal construction projects conform to contract specifications.

The laboratory and field supervisor perform an internal audit/review every six months (at a minimum) to determine if policies and procedures established by the QAP are being followed. Our QAP encompasses training and organizational responsibilities from management to technician, safety, certification of technical staff, equipment calibration and maintenance, best practices, and standard operating procedures.

Records pertaining to testing, equipment calibration and certification, internal quality system reviews, management reviews, proficiency sample testing, and technician training/evaluation are retained for a minimum of three years. Equipment is routinely assessed to verify calibration and proper working order.

NV5 also implements the management and administrative guidelines established in our Laboratory Procedures and Quality Control Manual (QCM). At a minimum, the QCM is reviewed on an annual basis by the laboratory and field supervisor. The QCM is also reviewed at times when it becomes evident that revisions to a policy or procedure are needed to improve the effectiveness of the program. NV5 uses federal, state, and industry guidelines, along with in-house standards, to assure that appropriate observation, testing, and inspection services are provided in a timely, professional, and efficient manner.

TESTING METHODOLOGY

GEOTECHNICAL / EARTHWORK / SAMPLING AND TESTING SERVICES

During earthwork grading operations, soil, structural fill, and aggregate materials will be sampled and tested in accordance with the City Standards and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services:

- Observe and evaluate the exposed native subgrade soil surface for relative competency and stability.
- Perform in-place field moisture and density tests on subgrade soil, engineered fill, and Class II aggregate base rock materials consistent with the ASTM and Caltrans guideline procedures for density and moisture content to determine the relative compaction relative to the applicable Caltrans and ASTM maximum density and optimum moisture content.
- Observe final proof rolling of finished subgrade and aggregate base rock surfaces.
- Prepare a site plan that shows the approximate compaction test locations.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

HMA SAMPLING AND TESTING SERVICES

This task requires detailed familiarity with all aspects of the materials incorporated into the project, including asphalt binder, aggregates for HMA, HMA mix design, specifications, currency of JMF, check of lab test results, and reviews of other submittals as requested.

NV5 will attend and participate in pre-paving activities to establish expectations of contractor's QC and procedures for coordinating sampling and testing activities. We will focus on pre-paving activities that may affect public safety and public satisfaction and the appearance and durability of the final pavement surface.

NV5 will provide a full-time or part-time Plant Inspector during HMA production to monitor both the rubber and asphalt plant operations. We will verify certificates of compliance for all mix components; observe binder storage and reaction tank temperatures, rubber blending, and viscosity testing; and obtain copies of these logs. We will test HMA mix temperature and perform a visual inspection of material for quality; and perform testing and sampling as appropriate and in accordance with the project specifications or City Standards.

AGGREGATE INSPECTION

- Verify materials used for HMA/ RHMA production are approved.
- Observe aggregate storage and determine that it meets requirement as specified.
- Determine that supplemental fine aggregate is stored separately and kept thoroughly dry.

PLANT INSPECTION REQUIREMENTS PRIOR TO PRODUCTION

- Determine whether the stockpiled aggregate is similar to the material used for the mix design.
- Verify scales and meters are sealed, tested and operating as required.
- Verify the temperature-indicating device on the drier meet's specifications.
- Check proportioning supplemental fine aggregate/ baghouse dust and dust collection system meets specifications.
- Verify safety provisions for sample collection as required by specifications are in place.
- Check asphalt storage tanks and determine if all required devices are within specification limits.

PLANT INSPECTION REQUIREMENTS DURING PRODUCTION

- Maintain a daily plant record. Use forms that have been approved by the Engineer.
- Verify that production rate for the mix plant does not exceed those established for plant.
- Monitor plant proportioning and all interlocks settings required to confirm plant is operating correctly.
- Obtain Certificates of Compliance for all asphalt binder loads.
- Monitor and record the temperature of the asphalt binder, aggregate and HMA to confirm maximum and minimum temperatures are within limits.
- Review aggregate grading test results vs. specs and report any deviations to operator and inspector.
- Observe production to assure that homogeneous, uniformly-coat ed mix at mixer discharge.

- Examine truck beds prior to loading to ensure that petroleum products are not used and that parting agents are used sparingly.
- Record information supporting payment and determining causes for out-of-spec materials.

MATERIAL SAMPLING & TESTING

- Sample HMA Binder and verify materials used for HMA production are approved.
- Sample aggregates at plant per project requirements.
- Sample HMA on grade or at plant per the applicable subsequent test requirements.

ASPHALT LAYDOWN OPERATIONS

- During paving operations, HMA materials will be sampled and testing in accordance with the City and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services:
- Monitoring activities at the paving spreader may include:
 - Measurement of air and HMA temps then recorded on appropriate forms
 - Verifying paving and rolling equipment are approved for the needs of the project.
 - Monitor thickness, spread width and spread rate against theoretical rate.
 - Record number of layers; ensure longitudinal joints are offset as specified to ensure longitudinal & transverse joints are smooth.
 - Confirm rolling pattern & compaction effort are consistent with the test section.
 - Observe construction at cold transverse joints to see that specifications are met.
 - Observe that segregation and visual pavement deformities are avoided or corrected.
 - Perform in-place field density testing on asphalt concrete consistent with ASTM, AASHTO and ASTM guidelines procedures, per the approved plans.
 - Provide random sampling and testing locations in accordance with Caltrans methods and inspection during coring of HMA performed by the contractor. Collect a minimum of two cores from each sampling locations, testing one and holding the second for potential dispute resolution testing, if needed.
 - Perform sampling and density testing during HMA placement and compaction.
 - Prepare a site plan that shows the approximate test and sampling locations.
 - Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

CONCRETE COMPONENT SAMPLING AND TESTING

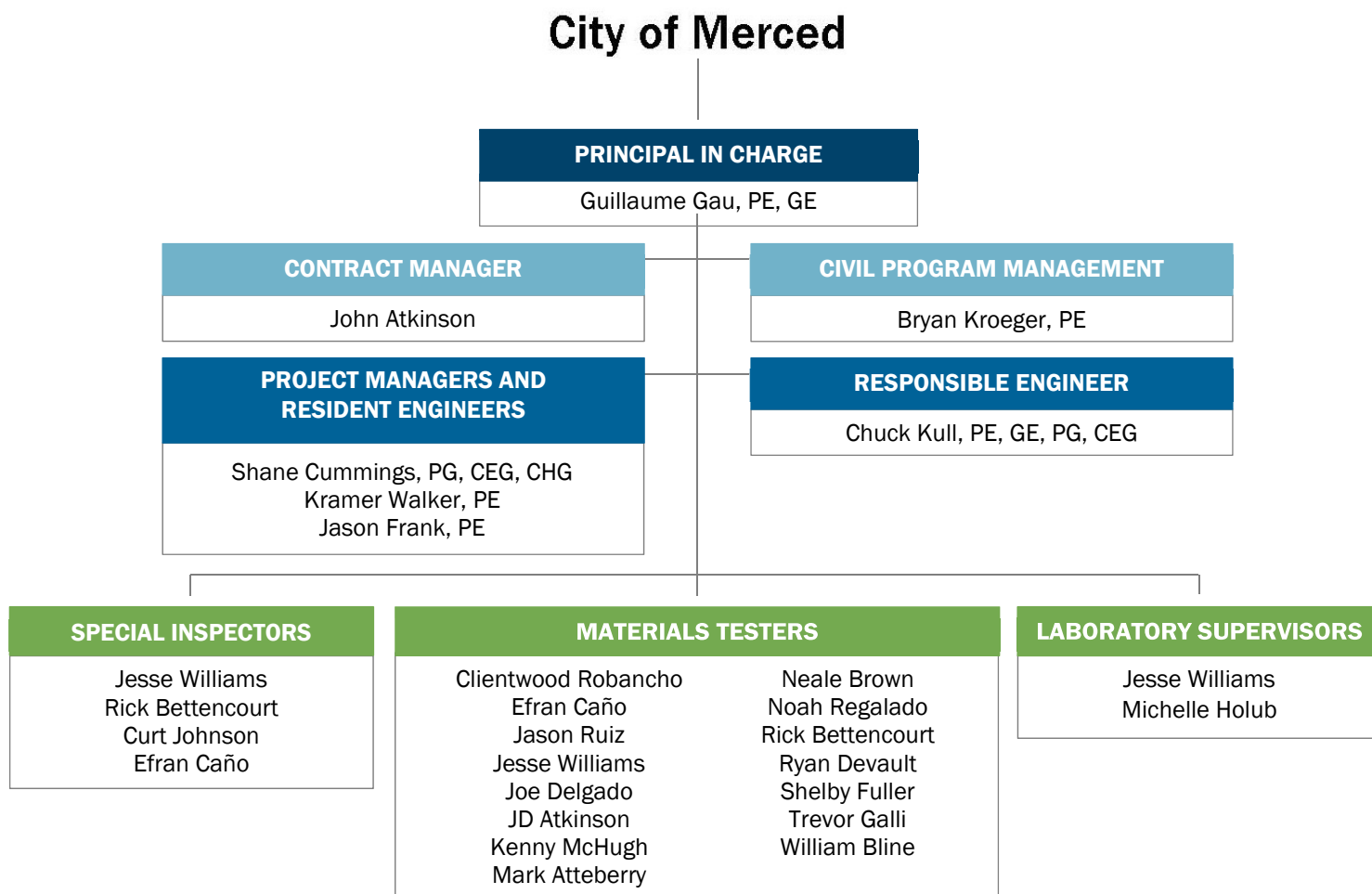
Concrete components including rebar, sand, aggregate and cementitious materials may be sampled and tested in accordance with the City standards and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services as required by the project specials and/or the City standards:

- Provide periodic special inspection of reinforcing steel for structures and slab-on-grade cast-in-place concrete.
- Perform batch plant inspection and sampling for materials used in structural concrete mixes.
- Provide periodic special inspection during the placement of structural and traffic-rated PCC concrete.
- Perform testing during casting of concrete for the foundations, structural slabs, and exterior traffic rated cast-in-place concrete, as required. Sampling and testing fresh concrete in accordance with Caltrans, ACI, and ASTM methods.
- Determine compressive strength of concrete test cylinders cast at the project site. This includes:
- Inspection of stressing operation after placed concrete reaches required strength.
- Prepare daily field reports to document the following CQA observations made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field testing data; and other pertinent CQA information.

SAFETY

We understand that safety of our workers and the entire project team is of the utmost importance, and our staff is continually updated on new safety and health procedures and requirements. As we continue to navigate the unprecedented events surrounding COVID-19, we focus our attention on the health and wellbeing of ours and the Project Teams employees and their families, while continuing to deliver on the commitments that we have made to our clients. We have implemented proactive steps to mitigate the risk of exposure for our workforce and the communities we serve, and to meet recommendations made by federal, state, and local jurisdictions; we are experienced in following mandated safety precautions. NV5 also provides periodic formal safety training courses, including CFR Title 49 §170-189 Nuclear Gauge Radiation Safety, OSHA Confined Space Entry, OSHA Trench Safety, OSHA-30, and Hazardous Waste Operations (HAZWOPER).

11 FIRM ORGANIZATION CHART



1H FIRM QUALIFICATIONS

OUR QUALIFICATIONS

Our primary objective is to ensure that the City of Merced transportation projects continue to reflect the community's needs and concerns. We use the latest research and innovative technology to better understand and forecast transportation trends in our communities, and we use this information to develop plans that meet the needs of all transportation system users. From pedestrian safety to transit planning to whole transportation master plans, our engineers strive to enhance circulation, increase safety, and provide better transportation solutions for our clients. We are passionate about transportation because we know innovative transportation engineering can benefit the people where we live and work.

Our project manager and assorted personnel have extensive experience providing traffic engineering services to municipalities and government agencies throughout California. James Miller, PE, our project manager for this contract, has completed over 300 contracts in California within the past 15 years. He has completed many as-needed and on-call contract tasks for the City of San Diego, Port of San Diego, City of Carlsbad, National City, and Caltrans to name a few.

NV5's rich history of providing traffic engineering and traffic data collection has resulted in a complete understanding of Federal, State, regional, and local regulations as well as design standards and best practices. Our knowledge of the Federal document, the Manual on Uniform Traffic Control Devices (MUTCD), has been an integral part of every project completed in the region. California's version of the MUTCD resides in our offices and is routinely used when preparing plans and reports for the multiple agencies we've worked as a consultant. Many agencies also have their own design standards as well as CAD drafting standards that have been followed on many projects. Recently, topics such as Complete Streets, Active Transportation, and Vision Zero have become the focus of state, regional, and local agencies. Our experienced staff and team members are fully capable and knowledgeable on these topics and how they interact with the communities' primary goals. The following features have made us uniquely qualified and reliable to undertake this project:



UNDERSTANDING OF THE SCOPE OF SERVICES

The City of Merced has requested qualifications to establish a list of consultants to provide as-needed traffic engineering services for possible traffic engineering projects. The City plans to engage the services of a professional engineering firm to provide all aspects of studies and design services which include:

- Signal design, phasing, modification, and timing
- Signal coordination and traffic cards
- Railroad preemption studies
- Traffic impact studies
- Traffic operations analysis
- Worksite traffic control and operations
- Speed surveys
- Review recent and historical speed studies
- Analyze traffic safety and speed studies prepared by others
- Research and review accident reports and calculate accident rates
- Review traffic studies for other developments
- Coordinate with California Public Utilities Commission and other agencies
- Attend meetings at City Hall or in the field
- Presentations at City Council meetings
- Lead neighborhood traffic management meetings
- Circulation Element updates
- Traffic calming
- Congestion management
- Perform warrant analysis for stop signs, traffic signals, and other traffic control devices.

1H FIRM QUALIFICATIONS

TASK ORDER APPROACH

NV5 understands the role it plays as a member of a team overseen by the City's project manager. NV5's project manager will take the lead role and coordinate with our team to make sure each team member has a clear understanding of his/her role and responsibilities as they relate to each individual task order. NV5 encourages frequent meetings, confirmation of goals and expectations, documentation and maintenance of records, preparation of clearly defined task descriptions, and clear assignment of overall project team roles and responsibilities as a means of delivering quality project deliverables, on-time, and within budget.

After receiving a Notice to Proceed from the City, NV5's project manager will assign a task lead to utilize our established procedures for control, cost, and schedule reporting. We will provide monthly written reports on the timing, staffing, cost, and schedule status of each task, as well as the progress made on the task. The monthly reports will also make note of anticipated problems and potential solutions, should problems arise. The contract staffing levels, budget, and schedule shall be regarded as the baseline against which status and progress are measured and reported.

GENERAL TASK ORDER WORK PLAN

1. Receipt of a Project Task Order
2. Provide Scope of Work and Fee Estimate to City Project Manager
3. Commence work upon receiving Notice to Proceed (NTP)
4. Develop a Work Plan, including project tasks, schedule and deliverables
5. Execute Work Plan
 - Kick-off meeting to confirm the requirements and obtain pertinent as-built documents
 - Prepare project deliverables (i.e., reports/studies, PS&E, and/or survey), including all necessary coordination with City staff and stakeholders as well as the required utility coordination to identify any potential underground and above ground utility conflicts
 - Provide deliverables to the City staff and project stakeholders (if required) for review. Typical Deliverables may include Preliminary Investigation and Design Reports, Feasibility Studies, Traffic Operational Analysis, PS&E, permit documents, and field survey data.
 - Incorporate comments from the Department staff and/or other project stakeholders. Typical design level submittals will include a draft submittal of reports, and 65%, 95%, 100% PS&E submittals
 - Approval of the respective reports, studies, permit documents, and/or PS&E will be confirmed with the City Staff prior to submitting the final deliverables (i.e., final bound reports and signed mylar plans)

PROJECT MANAGEMENT

NV5 has established in-house procedures to manage multiple projects concurrently. Weekly staff meetings are held to review staff work load and status of active projects. Our project manager will track project schedules and milestones and communicate respective expectations to all staff engineers. If project demands exceed the capabilities of one office, our project manager will coordinate with other offices to allocate additional staff resources in order to meet project schedules and demands.

NV5's many offices are integrated to one common server which allows staff in all the offices to work on projects concurrently and effectively. Communication between our offices is conducted via telephone, e-mail, and face-to-face meetings. Our managers also meet monthly to discuss and review overall company work load, schedules, and balance staff resources.

We use Microsoft Project to develop project schedules for our clients. We also employ internal project schedule tracking procedures using Microsoft Excel spreadsheets to facilitate communication between staff engineers and the project manager.

1H FIRM QUALIFICATIONS

QUALITY CONTROL AND QUALITY ASSURANCE

NV5's Quality Assurance plan policy is followed for every project and by all planning and engineering staff. NV5 has a proven track record of providing quality engineering services to public agencies and is committed to delivering excellence. Our engineers will be able to fulfill this directive by enforcing our Quality Assurance and Quality Control (QA/QC) program as early and as strenuously as possible during project development.

SCOPE OF WORK

The following outlines the technical approach and scope of work that NV5 will undertake in generating thorough and comprehensive studies, PS&E, and bid documents for the City of Merced. With our approach, the City will obtain the highest value from the work of NV5 and our team. This project approach is designed to provide services from project initiation through project completion, thereby providing the City with a seamless set of management and engineering services to complete the project.

TRAFFIC STRIPING PLANS

NV5 shall prepare separate signing and striping plans for this project. Signing and striping plans shall be prepared at a scale of 1"=40'. At minimum, the signing and striping plans shall depict, but will not be limited to the existing, removed and proposed striping, signing, pavement markings, pavement markers, pavement text, delineators, as well as other pertinent construction notes, and details drafted per City Standard Plans and meet the latest California Manual on Uniform Traffic Control Devices.

SIGNAL DESIGN, MODIFICATION, AND TIMING

NV5 will prepare traffic signal installation/modification plans at a scale of 1"=20'. The traffic signal modification/installation plans will provide details necessary for the construction of a traffic signal modification/installation. At minimum, the plans will include, but are not limited to, replacement and/or installation of traffic signal poles, conduits, wires, cables, interconnect, fiber optic cable, loops, pull boxes, service equipment, controller equipment, battery back-up system, enclosures, electrical feed, luminaries, and mast arm signs as well as the necessary construction notes, schedules, phasing diagram, and details.

Evaluation of Scenarios: NV5 will develop morning and afternoon peak hour traffic volumes for the scenarios that may include:

- Existing Year Traffic Condition (identify any existing deficiencies)
- Project Opening Year Base plus Other Proposed Projects Traffic Condition
- Project Opening Year Base plus Other Projects plus Project Traffic Condition
- Project Opening Year Base plus Other Projects plus Project Traffic Condition with Mitigation, if necessary
- Project Build-out Year Traffic Condition
- Project Build-out Year plus Project Traffic Condition
- Project Build-out Year plus Project with Mitigation, if necessary

TRAFFIC IMPACT STUDIES

Traffic impact analysis projects are a strong component of our transportation planning practice. We have prepared hundreds following state, regional, and local guidelines and have also completed reviews of studies on behalf of our clients. The steps that will be followed to complete or review a traffic impact study include:

- **Project Coordination:** NV5 will coordinate with the City and consultants to have a scoping memo prepared that describes the report assumptions, including project trip generation and trip distribution.
- **Data Collection:** Collection of morning and afternoon peak hour traffic turning movement counts at intersections which are anticipated to experience the determined threshold peak hour increase as a result of proposed development.
- **Trip Generation and Distribution:** Calculate trips from ITE Trip Generation Manual 10th Edition. NV5 will develop a trip distribution pattern for the projects based on the geographic conditions or from use of the SANDAG travel demand model.
- **LOS Calculations:** Perform the Level of Service (LOS) calculations that will be based on City-approved capacity analysis methodologies (i.e. the latest version of the Highway Capacity Manual (HCM) shall be the basis for operational delay (LOS) calculations for signalized and unsignalized intersections). We are familiar with level of service calculations and conducting micro simulations using software as Traffix, Synchro, Vistro, and VISSIM.

1H FIRM QUALIFICATIONS

- **VMT and TDM:** As of 7/1/20, Vehicle Miles Traveled (VMT) is the new methodology to analyze transportation impacts for CEQA purposes. NV5 team members have extensive experience generating VMT for various modes as well as Transportation Demand Management (TDM) programs for projects aiming to lower their overall VMT.
- **Site Access and circulation:** Review the proposed site plan and provide recommendations regarding site access and circulation, and parking.
- **Report preparation:** Prepare and submit a draft traffic study to the project team members for review that details all of the above-mentioned items, our analysis, findings and conclusions.

TRAFFIC OPERATIONS ANALYSIS

Traffic operations analysis are completed for a corridor, an intersection, or a defined area. Operational analysis can be used to identify existing conditions, or to determine the impacts to traffic operations with complete streets changes such as bicycle lanes, on-street parking changes, new signal systems and many more traffic management strategies.

To effectively analyze traffic flow and conditions, traffic count data will be used to analyze intersection level of service and operation. We have used a number of tools to evaluate traffic operations, including microscopic simulation models, corridor analysis models, and signal/intersection operations software such as Synchro.

TESTING SIGNAL TIMING AND COORDINATION IN SYNCHRO

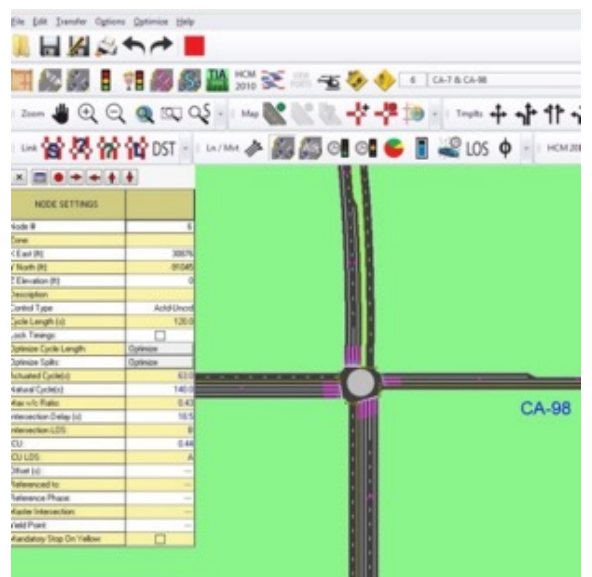
The approach described above will allow us to provide a strong assessment of roadway levels of service (LOS), and traffic speed, flow, delay, density, and queuing.

Traffic management strategies that can be assessed on Merced intersections and corridors include signal timing changes, adding turn lanes, or reconfiguring an intersection as a roundabout. The Caltrans ICE policy is based on that premise. NV5 uses available software such as Synchro, Torus, and Sidra to evaluate intersection and corridor operation for existing and potential improvement opportunities. Where intersection modification or reconstruction may offer operational and/or safety advantages, we will prepare conceptual plan sketches to evaluate feasibility and probable construction costs.

WORKSITE TRAFFIC CONTROL AND OPERATIONS

NV5 shall prepare worksite traffic control and detour plans for the project in accordance with the latest edition of the Caltrans Standard Plans and Specifications, Work Area Traffic Control Handbook Manual standards, California MUTCD, and the City of Merced's standard plan requirements. A detailed and fully engineered traffic control plan will be prepared for proposed construction work. The traffic control plan will permit the contractor to work within the public right-of-way efficiently and effectively while maintaining a safe flow of traffic for the public, whether in vehicles, bicycles, or as pedestrians traveling through the work zone. The plan will depict the construction to be performed and the traveled way that will be utilized by all movements of traffic during each phase of construction. Traffic Control Plans shall be prepared at a scale of 1"=40'. At minimum, traffic plans shall depict the existing and proposed temporary k-rail, striping, signing, pavement markings, pavement markers, pavement text, and delineators, as well as other pertinent construction notes, and details drafted per City Standard Plans and meet the latest California MUTCD.

PHASING SETTINGS	1-WBL	2-WBL	3-WBL	4-WBL	5-WBL	6-WBL	7-WBL	8-WBL
Minimum Initial (s)	8.0	10.0	10.0	8.0	10.0	10.0	8.0	10.0
Minimum Split (s)	13.7	62.4	15.7	46.4	13.7	22.5	13.7	44.4
Maximum Split (s)	20.0	35.0	25.0	35.0	25.0	35.0	25.0	35.0
Yellow Time (s)	3.7	5.9	3.7	5.9	3.7	5.9	3.7	5.9
All-Red Time (s)	2.0	2.5	2.0	2.5	2.0	2.5	2.0	2.5
Lagging Phase?	☐	☒	☐	☒	☐	☒	☐	☒
Allow Lead/Lag Optimize?	☒	☒	☒	☒	☒	☒	☒	☒
Optimize Phase Weights - Delays	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Vehicle Extension (s)	4.0	3.0	4.0	3.0	4.0	3.0	4.0	3.0
Minimum Gap (s)	4.0	3.0	4.0	3.0	4.0	3.0	4.0	3.0
Time Before Reduce (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	0.1	0.0	0.1	0.0	0.1	0.0	0.1
Recall Mode	None	Min	None	None	None	Min	None	None
Pedestrian Phase	☐	☒	☐	☒	☐	☒	☐	☒
Walk Time (s)	—	7.0	—	7.0	—	—	—	7.0
Flash Dont Walk (s)	—	47.0	—	31.0	—	—	—	29.0
Pedestrian Calls (A/Hr)	—	0	—	0	—	—	—	0
Dual Entry?	☐	☐	☒	☒	☐	☐	☐	☒
Fixed Force (Hr)	☒	☒	☒	☒	☒	☒	☒	☒
90th Side Green Time (s)	9 gp	11 hd	10 mn	16 gp	9 gp	10 gp	9 gp	17 hc
70th Side Green Time (s)	8 mn	10 mn	10 mn	13 gp	8 mn	10 mn	8 sk	28 hc
50th Side Green Time (s)	8 mn	10 mn	10 mn	12 gp	8 mn	10 mn	0 sk	27 hc
30th Side Green Time (s)	0 sk	10 mn	10 mn	10 mn	0 sk	10 mn	0 sk	26 hc
10th Side Green Time (s)	0 sk	10 mn	10 mn	10 mn	0 sk	10 mn	0 sk	25 hc



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SPEED SURVEYS

NV5 staff has experience in producing speed surveys and corresponding documentation for cities to enact speed zone ordinances in compliance with CVC 40802. It is important to note that CVC 40802 does not dictate speeds for all roads and streets. CVC 40802 (the “speed trap law”) is only applicable to setting speed zones different than the prima facie speed on streets other than “local” streets (as defined in the most recent California Road System Maps approved by the Federal Highway Administration).

Additionally, state prima facie speed limits within residential zones, driveway densities, and commercial zones meeting certain legal definitions are already 25 MPH, and only require an E&TS to change the state prima facie speed limit. The NV5 Team will make use of these additional legal tools to provide a comprehensive report detailing the legal framework, justification, and recommendations in these unique cases.

RESEARCH AND REVIEW ACCIDENT REPORTS AND CALCULATE ACCIDENT RATES

The NV5 team of planners and engineers has prepared accident analysis reports in the past and are well versed with the steps involved in the preparation of accident analysis reports. There are several steps in the methodology of collision analysis. The first step is the identification of the location, second is to establish a period of study such as three (3) years to eliminate “luck” or “chance” from skewing the statistical analysis, and the third is to obtain data from California Highway Patrol’s Statewide Integrated Traffic Records System (SWITRS) database. NV5 shall prepare an accident analysis report which can be used by the City of Merced to identify the traffic problem areas and plan roadway changes.

PRESENTATION AND MEETINGS

NV5 takes great pride in its ability to coordinate presentations, PDT meetings, and stakeholder meetings. The NV5 team has extensive experience planning, preparing for, conducting, and presenting at numerous City Council, Planning Commission, and Traffic Commission meetings. We will prepare meeting agendas and meeting minutes, as required, using NV5’s streamlined Action Item-Meeting Minute agenda format, which includes identifying responsible parties and completion dates. Meeting minutes will be prepared and distributed to all participants for review and confirmation of the action items. A list of specific meetings NV5 will attend when necessary are:

- City Council
- Public Works Staff
- Developers
- City Planning Commission
- Project Applicants
- Development/Environmental Review

LEAD NEIGHBORHOOD TRAFFIC MANAGEMENT MEETINGS

As directed by the City, NV5 will lead neighborhood traffic management meetings. We will provide full meeting coordination, prepare meeting notification, agenda, notes, and meeting minutes with goals and action items. The NV5 Team has a long and recognized history of proactive public involvement, applying new and innovative outreach methods to projects. This is ever-changing with the use of digital media, and online, social engagement platforms are a great element to add to the mix of outreach strategies. The goals common to all neighborhood engagement programs are to identify and evaluate any concerns, suggestions, comments, and unique needs of transportation system users as they relate to proposed projects and studies.

The personnel identified in this proposal have strong experience in preparing and making presentations. We understand the need of the City to have consultant support to provide internal and external presentations. Our staff will provide meeting planning support and preparation and we will coordinate with other City staff and Departments as needed.

TRAFFIC CALMING

The Federal Highway Administration(FHWA) and Institute of Transportation Engineers (ITE) define that the primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or a street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce desired effects. Traffic calming involves trade-offs; finding a balance between the need to provide an efficient transportation network and maintaining a livable and safe environment for bicyclists, pedestrians, and other street or street-adjacent users. The challenge of traffic calming is selecting the appropriate measures and locations to reach that balance. NV5 staff will review the proposed traffic calming measures and recommend an approach and course of action to City staff.

1H FIRM QUALIFICATIONS

CONGESTION MANAGEMENT

NV5 will perform a complete review of traffic operations and identify operational changes that could be made to improve the efficiency of the system. This approach can be multi-modal in scope, to identify locations for complete street treatments.

A congestion management plan is built upon a strong data base. This will include collecting turning movement traffic counts for each of the major intersections and will supply those counts as well as the signal timings for input into Synchro. The signalized intersections in each of these corridors will be evaluated using Synchro 11 to determine the average vehicle delay, level of service, and queue lengths, by movement and in aggregate. Synchro's evaluation of coordination can also be used to estimate the number of stops. Travel times in the corridors during the peak hours will be approximated through the use of cell phone technology embodied in Google Maps that provides speed information. Traffic operation for each corridor will be evaluated during the morning, mid-day, and evening peak periods.

The City may wish to complete an origin-destination survey to identify through traffic impacts. For example, an OD survey was also completed for our project in Vista. In Merced, this data would be used to isolate the number of external to external (through traffic) trips along Highway 101 and other routes as identified with the City. We understand that a significant number of motorists from other communities may often use the study corridors as "short cuts" to avoid peak period congestion on I-5. The origin destination data would document these movements.

NV5 will prepare a narrative summary report of existing traffic conditions, supported by high quality graphic exhibits, delivered in digital format as well as hard copies. The report will include:

- Maps depicting the level of service at the major intersections on each corridor and on the segments between major intersections
- Tables detailing the average vehicle delay and speeds
- 95% queue lengths with available turn bay storage lengths to identify deficiencies in intersection geometry, and graphic exhibits and tables highlighting the comparisons
- Extensive technical summary report
- Technical appendix containing the data files provided by the City, and the Synchro input/output reports

NV5 will formulate a list of possible strategies for achieving the project goals. The strategies may include:

- Evaluating previously recommended projects for managing congestion that have not yet been implemented
- Identifying widening or re-striping projects to increase the capacity at critical intersections or on critical segments
- Adjustments to traffic signal timings

PERFORM WARRANT ANALYSIS FOR STOP SIGNS, TRAFFIC SIGNALS, AND OTHER TRAFFIC CONTROL DEVICES.

Warrant analysis includes the following steps. NV5 will assign a senior engineer to oversee the following steps needed to document warrant for traffic control devices.

- **Collect Background Traffic Information:** NV5 staff will compile basic traffic information, including accident history, traffic volumes, road geometry, and other information.
- **Data Collection:** NV5 will obtain traffic data in support of possible operational improvements. Depending on the case, this data may include 12-hour traffic turning movement counts, vehicle speed samples, and peak hour traffic gap studies.
- **Evaluation of Improvement Warrants:** A change of traffic control can be justified by meeting industry-accepted warrants that consider vehicle speeds and volumes. These warrants may result in recommendations for traffic and pedestrian signals and multi-way stop control. NV5 staff will evaluate which alternative improvements meet established traffic warrants and can be justified.
- **Preparation of Study Report:** We will prepare a report documenting the study process, data, analysis, and results based upon the initial comments from the City.

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.)

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 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-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
Consultant or Subconsultant

AE/U.S. Operations of NV's Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)

+ Overhead %
16.54% (= 0% if Included in OH)

+ General Administration %
121.61%

= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % =

10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Project Assistant	\$59.49 \$62.47 \$65.59 \$68.87	\$59.49 \$62.47 \$65.59 \$68.87	\$59.49 \$62.47 \$65.59 \$68.87	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$22.71 \$23.85 \$25.04 \$26.29	5.0% 5.0% 5.0% 5.0%	Not Applicable
AutoCAD operator	\$84.09 \$88.30 \$92.71 \$97.35	\$84.09 \$88.30 \$92.71 \$97.35	\$84.09 \$88.30 \$92.71 \$97.35	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$32.10 \$33.71 \$35.39 \$37.16	5.0% 5.0% 5.0% 5.0%	Not Applicable
Technical Editor	\$63.95 \$67.14 \$70.50 \$74.03	\$63.95 \$67.14 \$70.50 \$74.03	\$63.95 \$67.14 \$70.50 \$74.03	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$24.41 \$25.63 \$26.91 \$28.26	5.0% 5.0% 5.0% 5.0%	Not Applicable
Assistant Engineer/Geologist	\$57.63 \$60.51 \$63.54 \$66.72	\$57.63 \$60.51 \$63.54 \$66.72	\$57.63 \$60.51 \$63.54 \$66.72	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$22.00 \$23.10 \$24.26 \$25.47	5.0% 5.0% 5.0% 5.0%	Not Applicable
Engineering Technician	\$68.92 \$72.37 \$75.99 \$79.79	\$68.92 \$72.37 \$75.99 \$79.79	\$68.92 \$72.37 \$75.99 \$79.79	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$26.31 \$27.63 \$29.01 \$30.46	5.0% 5.0% 5.0% 5.0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

AE U.S. Operations of NV5 Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61% = 138.15%
 FEE % - 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
Staff Engineer/Geologist	\$81.31 \$85.38 \$89.65 \$94.13	\$81.31 \$85.38 \$89.65 \$94.13	\$81.31 \$85.38 \$89.65 \$94.13	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$31.04 \$32.59 \$34.22 \$35.93	5.0% 5.0% 5.0% 5.0%	Not Applicable
Project Engineer/Geologist	\$110.34 \$115.86 \$121.65 \$127.73	\$110.34 \$115.86 \$121.65 \$127.73	\$110.34 \$115.86 \$121.65 \$127.73	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$42.12 \$44.23 \$46.44 \$48.76	5.0% 5.0% 5.0% 5.0%	Not Applicable
Senior Engineer/Geologist	\$139.78 \$146.77 \$154.11 \$161.82	\$139.78 \$146.77 \$154.11 \$161.82	\$139.78 \$146.77 \$154.11 \$161.82	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$53.36 \$56.03 \$58.83 \$61.77	5.0% 5.0% 5.0% 5.0%	Not Applicable
Associate Engineer/Geologist	\$182.56 \$191.69 \$201.28 \$211.34	\$182.56 \$191.69 \$201.28 \$211.34	\$182.56 \$191.69 \$201.28 \$211.34	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$69.69 \$73.17 \$76.83 \$80.67	5.0% 5.0% 5.0% 5.0%	Not Applicable
Principal	\$243.42 \$255.59 \$268.37 \$281.79	\$243.42 \$255.59 \$268.37 \$281.79	\$243.42 \$255.59 \$268.37 \$281.79	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$92.92 \$97.57 \$102.44 \$107.57	5.0% 5.0% 5.0% 5.0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 3 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

AE U.S. Operations of NVS Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if included in OH)

+ Overhead %
16.54% (= 0% if included in OH)

+ General Administration %
121.61%

= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Supervisory Technician	\$81.26 \$85.32 \$89.59 \$94.07	\$81.26 \$85.32 \$89.59 \$94.07	\$81.26 \$85.32 \$89.59 \$94.07	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$31.02 \$32.57 \$34.20 \$35.91	5.0% 5.0% 5.0% 5.0%	Not Applicable
Construction Services Manager II	\$116.73 \$122.57 \$128.70 \$135.13	\$116.73 \$122.57 \$128.70 \$135.13	\$116.73 \$122.57 \$128.70 \$135.13	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$44.56 \$46.79 \$49.13 \$51.58	5.0% 5.0% 5.0% 5.0%	Not Applicable
Field Soils and Materials Tester *	\$177.19 \$186.05 \$195.36 \$205.12	\$177.19 \$186.05 \$195.36 \$205.12	\$177.19 \$186.05 \$195.36 \$205.12	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$67.64 \$71.02 \$74.57 \$78.30	5.0% 5.0% 5.0% 5.0%	Not Applicable
Soils/Asphalt - 1st SHIFT								
Field Soils and Materials Tester *	\$184.58 \$193.81 \$203.50 \$213.68	\$184.58 \$193.81 \$203.50 \$213.68	\$184.58 \$193.81 \$203.50 \$213.68	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$70.46 \$73.98 \$77.68 \$81.57	5.0% 5.0% 5.0% 5.0%	Not Applicable
Soils/Asphalt - 2nd SHIFT								
ACI Concrete Tester *	\$161.45 \$169.52 \$178.00 \$186.90	\$161.45 \$169.52 \$178.00 \$186.90	\$161.45 \$169.52 \$178.00 \$186.90	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$61.63 \$64.71 \$67.95 \$71.34	5.0% 5.0% 5.0% 5.0%	Not Applicable
1st SHIFT								

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 4 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
Consultant or Subconsultant

AE.U.S. Operations of NVS Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61%
FEE % - 10.00% 138.15%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ²	OT(1.5x)	OT(2x)	Effective date of hourly rate	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
					From	To		
ACI Concrete Tester *		\$172.43	\$172.43	\$172.43	5/13/2021	6/30/2021	5.0%	Not Applicable
2nd SHIFT		\$181.05	\$181.05	\$181.05	7/1/2021	6/30/2022	5.0%	Not Applicable
		\$190.10	\$190.10	\$190.10	7/1/2022	6/30/2023	5.0%	Not Applicable
		\$199.60	\$199.60	\$199.60	7/1/2023	6/30/2024	5.0%	Not Applicable
ICC Fireproofing *		\$161.45	\$161.45	\$161.45	5/13/2021	6/30/2021	5.0%	Not Applicable
1st SHIFT		\$169.52	\$169.52	\$169.52	7/1/2021	6/30/2022	5.0%	Not Applicable
		\$178.00	\$178.00	\$178.00	7/1/2022	6/30/2023	5.0%	Not Applicable
		\$186.90	\$186.90	\$186.90	7/1/2023	6/30/2024	5.0%	Not Applicable
ICC Fireproofing *		\$172.43	\$172.43	\$172.43	5/13/2021	6/30/2021	5.0%	Not Applicable
2nd SHIFT		\$181.05	\$181.05	\$181.05	7/1/2021	6/30/2022	5.0%	Not Applicable
		\$190.10	\$190.10	\$190.10	7/1/2022	6/30/2023	5.0%	Not Applicable
		\$199.60	\$199.60	\$199.60	7/1/2023	6/30/2024	5.0%	Not Applicable
Proofload/Torque Testing *		\$161.45	\$161.45	\$161.45	5/13/2021	6/30/2021	5.0%	Not Applicable
1st SHIFT		\$169.52	\$169.52	\$169.52	7/1/2021	6/30/2022	5.0%	Not Applicable
		\$178.00	\$178.00	\$178.00	7/1/2022	6/30/2023	5.0%	Not Applicable
		\$186.90	\$186.90	\$186.90	7/1/2023	6/30/2024	5.0%	Not Applicable
Proofload/Torque Testing *		\$172.43	\$172.43	\$172.43	5/13/2021	6/30/2021	5.0%	Not Applicable
2nd SHIFT		\$181.05	\$181.05	\$181.05	7/1/2021	6/30/2022	5.0%	Not Applicable
		\$190.10	\$190.10	\$190.10	7/1/2022	6/30/2023	5.0%	Not Applicable
		\$199.60	\$199.60	\$199.60	7/1/2023	6/30/2024	5.0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*)
For "Other Direct Cost" listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 5 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

AE.U.S. Operations of NV5 Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
 (= 0% if Included in OH)

+ Overhead %
 16.54% (= 0% if Included in OH)

+ General Administration %
 121.61%

=

Combined Indirect Cost Rate (ICR) %
 FEE % - 10.00%
 138.15%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
AWS/CWI Certified Welding *	\$193.88	\$193.88	\$193.88	5/13/2021 6/30/2021	\$74.01	5.0%	Not Applicable
Inspector - 1st SHIFT	\$203.57	\$203.57	\$203.57	7/1/2021 6/30/2022	\$77.71	5.0%	Not Applicable
	\$213.75	\$213.75	\$213.75	7/1/2022 6/30/2023	\$81.60	5.0%	Not Applicable
	\$224.44	\$224.44	\$224.44	7/1/2023 6/30/2024	\$85.68	5.0%	Not Applicable
AWS/CWI Certified Welding *	\$208.00	\$208.00	\$208.00	5/13/2021 6/30/2021	\$79.40	5.0%	Not Applicable
Inspector - 2nd SHIFT	\$218.40	\$218.40	\$218.40	7/1/2021 6/30/2022	\$83.37	5.0%	Not Applicable
	\$229.32	\$229.32	\$229.32	7/1/2022 6/30/2023	\$87.54	5.0%	Not Applicable
	\$240.79	\$240.79	\$240.79	7/1/2023 6/30/2024	\$91.92	5.0%	Not Applicable
ASNT Level II Non-Destructive * Testing (NDT) Technician 1st SHIFT	\$193.88	\$193.88	\$193.88	5/13/2021 6/30/2021	\$74.01	5.0%	Not Applicable
	\$203.57	\$203.57	\$203.57	7/1/2021 6/30/2022	\$77.71	5.0%	Not Applicable
	\$213.75	\$213.75	\$213.75	7/1/2022 6/30/2023	\$81.60	5.0%	Not Applicable
	\$224.44	\$224.44	\$224.44	7/1/2023 6/30/2024	\$85.68	5.0%	Not Applicable
ASNT Level II Non-Destructive * Testing (NDT) Technician 2nd SHIFT	\$208.00	\$208.00	\$208.00	5/13/2021 6/30/2021	\$79.40	5.0%	Not Applicable
	\$218.40	\$218.40	\$218.40	7/1/2021 6/30/2022	\$83.37	5.0%	Not Applicable
	\$229.32	\$229.32	\$229.32	7/1/2022 6/30/2023	\$87.54	5.0%	Not Applicable
	\$240.79	\$240.79	\$240.79	7/1/2023 6/30/2024	\$91.92	5.0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*)
 For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 6 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant or Subconsultant

A/E/U.S. Operations of NYS Global, Inc

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61% 138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Straight	Hourly Billing Rates ² OT(1.5x)	OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
DSA Masonry/Shotcrete Inspector - 1st SHIFT	\$200.14 \$210.15 \$220.66 \$231.69	\$200.14 \$210.15 \$220.66 \$231.69	\$200.14 \$210.15 \$220.66 \$231.69	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$76.40 \$80.22 \$84.23 \$88.44	5.0% 5.0% 5.0% 5.0%	Not Applicable
DSA Masonry/Shotcrete Inspector - 2nd SHIFT	\$211.01 \$221.56 \$232.64 \$244.27	\$211.01 \$221.56 \$232.64 \$244.27	\$211.01 \$221.56 \$232.64 \$244.27	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$80.55 \$84.58 \$88.81 \$93.25	5.0% 5.0% 5.0% 5.0%	Not Applicable
ICC Certified Structural Inspector 1st SHIFT	\$193.88 \$203.57 \$213.75 \$224.44	\$193.88 \$203.57 \$213.75 \$224.44	\$193.88 \$203.57 \$213.75 \$224.44	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$74.01 \$77.71 \$81.60 \$85.68	5.0% 5.0% 5.0% 5.0%	Not Applicable
ICC Certified Structural Inspector 2nd SHIFT	\$208.00 \$218.40 \$229.32 \$240.79	\$208.00 \$218.40 \$229.32 \$240.79	\$208.00 \$218.40 \$229.32 \$240.79	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$79.40 \$83.37 \$87.54 \$91.92	5.0% 5.0% 5.0% 5.0%	Not Applicable
Travel Time Tester/Inspector	\$70.10 \$73.61 \$77.29 \$81.15	\$70.10 \$73.61 \$77.29 \$81.15	\$70.10 \$73.61 \$77.29 \$81.15	5/13/2021 7/1/2021 7/1/2022 7/1/2023	\$26.76 \$28.10 \$29.50 \$30.98	5.0% 5.0% 5.0% 5.0%	Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

2021 LABORATORY TESTING SERVICES

Soil	Aggregate	Concrete	Asphalt	ASTM TEST METHODS	UNIT COST
				■ ASTM A615 Reinforcing Steel Bend & Tensile Test to #8	\$122
				■ ASTM C39 Concrete Compressive Strength, 4x8	\$32
				■ ASTM C39 Concrete Compressive Strength, 6x12	\$40
				■ ASTM C40 Organic Impurities in Fine Aggregates for Concrete	\$40
				■ ASTM C78 Flexural Strength of Concrete	\$111
				■ ASTM C140 CMU Strength, Unit Weight, Absorption	\$212
				■ ASTM C780, C109 Compressive Strength Mortar	\$32
				■ ASTM C1019 Compressive Strength Grout	\$32
				■ ASTM C1314 Compressive Strength Masonry Prisms	\$120
■	■			■ ASTM C136 D422A Full Sieve Particle Size Analysis	\$148
■				■ ASTM D422B Long Hydrometer Particle Size Analysis (specific gravity not included)	\$148
■	■			■ ASTM D422C Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$195
■	■			■ ASTM D698, D1557 Compaction Curves (4-inch mold)	\$224
■	■			■ ASTM D698, D1557 Compaction Curves (6-inch mold)	\$234
■	■			■ ASTM D854 Specific Gravity	\$98
■	■	■		■ ASTM C117, D1140 No. 200 Mesh Wash Particle Size Analysis	\$95
■	■			■ ASTM C131, CTM 211 Abrasion Resistance by LA Rattler	\$215
■				■ ASTM D2166 Unconfined Compression Shear Strength	\$120
■	■			■ ASTM D2216 Oven Moisture Content	\$32
■	■			■ ASTM D2419 Sand Equivalent	\$118
■	■			■ ASTM D2434 Constant Head Permeability	\$190
■	■			■ ASTM D2435 One-Dimensional Consolidation	\$274
■	■			■ ASTM D2844 Resistance Value	\$302
■	■			■ ASTM D2850 Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$160
■	■			■ ASTM D2937 Density-Moisture	\$38
■				■ ASTM D3080 Direct Shear Strength (3 points minimum)	\$330
■				■ ASTM D4318 Atterberg Indices (Dry Method)	\$166
■				■ ASTM D4767 Consolidated, Undrained, Triaxial Shear Strength (per point)	\$190
■				■ ASTM D4829 Expansion Index (UBC Expansion Index)	\$166
■				■ ASTM D4832 Strength of CLSM	\$48
■				■ ASTM D5084 Falling Head Permeability	\$272
				■ ASTM E605 Sprayed Fire-Resistive Materials Thickness and Density	\$102
CALIFORNIA TEST METHODS					UNIT COST
■	■	■	■	■ CTM 202 Analysis of Fine Coarse Aggregate	\$144
	■		■	■ CTM 205 Percent of Crushed Particles	\$94
	■	■	■	■ CTM 206 Specific Gravity/Absorption Coarse Aggregate	\$116
	■	■	■	■ CTM 207 Specific Gravity/Absorption Fine Aggregate	\$116
		■		■ CTM 208 Apparent Specific Gravity of Fine Aggregate	\$106
■	■			■ CTM 216 Maximum Wet Density Determination	\$234
■	■	■	■	■ CTM 217 Sand Equivalent	\$118
■	■	■	■	■ CTM 226 Moisture Content by Oven	\$32
■	■	■	■	■ CTM 227 Evaluating Cleanness of Coarse Aggregate	\$112
	■	■		■ CTM 229 Durability Index	\$165
	■	■	■	■ CTM 234 Uncompacted Void Content of Fine Aggregate	\$116
■		■		■ CTM 235 Percent of Flat and Elongated Particles	\$95
		■		■ CTM 308 Bulk Density Hot Mix Asphalt (HMA)	\$42
		■		■ CTM 309 Max Specific Gravity of HMA	\$176
		■		■ CTM 370 Moisture Content with Microwave	\$26
		■		■ CTM 382 Asphalt Content by Ignition Method	\$173
		■		■ CTM 382 Asphalt Content by Ignition Method Correction Factor Development	\$532
		■		■ Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion	\$176
OTHER TEST METHODS					UNIT COST
	■			■ AASHTO T312B Gyratory Compaction, 6" Specimen, Lab Mix (add \$110 for asphalt rubber)	\$380
	■			■ AASHTO T312B Gyratory Compaction, 6" Specimen, Plant Mix (add \$110 for asphalt rubber)	\$380
	■			■ AASHTO T324B Hamburg Wheel Track	\$1,480
■				■ CBC 2105A.4 CMU Bond Shear Strength of Core	\$182

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines.

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)+ Overhead % +
16.54% (= 0% if Included in OH)General Administration %
121.61%= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
John Karnowski, PE, PTOE, AICP National Director of Traffic Services	\$277.03 \$290.88 \$290.88 \$305.42	\$277.03 \$290.88 \$290.88 \$305.42	\$277.03 \$290.88 \$290.88 \$305.42	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$105.75 \$111.04 \$111.04 \$116.59	5.0% 5.0% 5.0% 5.0%	N/A
James Miller, PE Director of Traffic Services	\$201.50 \$211.58 \$211.58 \$222.16	\$201.50 \$211.58 \$211.58 \$222.16	\$201.50 \$211.58 \$211.58 \$222.16	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$76.92 \$80.77 \$80.77 \$84.80	5.0% 5.0% 5.0% 5.0%	N/A
Victoria Guobatis, TE, PE, PTOE Senior Traffic Engineer/Project Mgr.	\$142.69 \$149.83 \$149.83 \$149.83 \$157.32	\$142.69 \$149.83 \$149.83 \$149.83 \$157.32	\$142.69 \$149.83 \$149.83 \$149.83 \$157.32	5/13/2021 7/1/2021 7/1/2022 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$54.47 \$57.19 \$57.19 \$57.19 \$60.05	5.0% 5.0% 5.0% 5.0% 5.0%	N/A
Courtney Amusewicz MCP Transportation Planner/Designer	\$119.64 \$125.62 \$125.62 \$131.90	\$119.64 \$125.62 \$125.62 \$131.90	\$119.64 \$125.62 \$125.62 \$131.90	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$45.67 \$47.95 \$47.95 \$50.35	5.0% 5.0% 5.0% 5.0%	N/A
Benjetta Johnson, PE Regional Director of Traffic Services	\$201.53 \$211.61 \$222.19 \$222.19	\$201.53 \$211.61 \$222.19 \$222.19	\$201.53 \$211.61 \$222.19 \$222.19	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$76.93 \$80.78 \$84.82 \$84.82	5.0% 5.0% 5.0% 5.0%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*). Overtime and Double time rates for prevailing wage staff may vary depending on the existence of PW Deltas.
 For "Other Direct Cost" listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No.

City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61% 138.15%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
Naveed Jaffar, PE PTOE Regional Director of Traffic Services	\$201.45 \$211.52 \$211.52 \$222.10	\$201.45 \$211.52 \$211.52 \$222.10	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$76.90 \$80.75 \$80.75 \$84.78	5.0% 5.0% 5.0% 5.0%	N/A
Erika Becker, AICP Director of Traffic Services	\$166.24 \$174.56 \$174.56 \$183.28	\$166.24 \$174.56 \$174.56 \$183.28	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$63.46 \$66.63 \$66.63 \$69.96	5.0% 5.0% 5.0% 5.0%	N/A
Randall Parker, PE, PTOE, AICP Senior Traffic Engineer/Project Mgr.	\$185.16 \$194.41 \$194.41 \$204.14	\$185.16 \$194.41 \$194.41 \$204.14	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$70.68 \$74.21 \$74.21 \$77.92	5.0% 5.0% 5.0% 5.0%	N/A
Golam Moinuddin, PE Traffic Operations Manager	\$198.15 \$208.06 \$208.06 \$218.46	\$198.15 \$208.06 \$208.06 \$218.46	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$75.64 \$79.42 \$79.42 \$83.39	5.0% 5.0% 5.0% 5.0%	N/A
Darrell Howard, AICP CTP Transportation Planner	\$149.32 \$156.79 \$164.63 \$164.63	\$149.32 \$156.79 \$164.63 \$164.63	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$57.00 \$59.85 \$62.84 \$62.84	5.0% 5.0% 5.0% 5.0%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 3 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)+ Overhead %
16.54% (= 0% if Included in OH)+ General Administration %
121.61%= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Gina Gilgo, PE	\$154.53	\$154.53	\$154.53	5/13/2021	6/30/2021	\$58.99	5.0%	N/A
Senior Traffic Engineer/Project Mgr	\$162.26	\$162.26	\$162.26	7/1/2021	6/30/2022	\$61.94	5.0%	
	\$162.26	\$162.26	\$162.26	7/1/2022	6/30/2023	\$61.94	5.0%	
	\$170.37	\$170.37	\$170.37	7/1/2023	6/30/2024	\$65.04	5.0%	
Jonathan Cate, PE	\$148.40	\$148.40	\$148.40	5/13/2021	6/30/2021	\$56.65	5.0%	N/A
Senior Traffic Engineer	\$155.82	\$155.82	\$155.82	7/1/2021	6/30/2022	\$59.48	5.0%	
	\$155.82	\$155.82	\$155.82	7/1/2022	6/30/2023	\$59.48	5.0%	
	\$163.61	\$163.61	\$163.61	7/1/2023	6/30/2024	\$62.46	5.0%	
Bethany Judd, P.Eng.	\$144.08	\$144.08	\$144.08	5/13/2021	6/30/2021	\$55.00	5.0%	N/A
Traffic Project Manager	\$151.28	\$151.28	\$151.28	7/1/2021	6/30/2022	\$57.75	5.0%	
	\$151.28	\$151.28	\$151.28	7/1/2022	6/30/2023	\$57.75	5.0%	
	\$158.85	\$158.85	\$158.85	7/1/2023	6/30/2024	\$60.64	5.0%	
Christopher Cate, EIT	\$148.40	\$148.40	\$148.40	5/13/2021	6/30/2021	\$56.65	5.0%	N/A
Traffic Engineer/Traffic Proj Mgr	\$155.82	\$155.82	\$155.82	7/1/2021	6/30/2022	\$59.48	5.0%	
	\$155.82	\$155.82	\$155.82	7/1/2022	6/30/2023	\$59.48	5.0%	
	\$163.61	\$163.61	\$163.61	7/1/2023	6/30/2024	\$62.46	5.0%	
Michelle Ray	\$165.30	\$165.30	\$165.30	5/13/2021	6/30/2021	\$63.10	5.0%	N/A
Sr Transportation Planner/Project Mgr	\$173.56	\$173.56	\$173.56	7/1/2021	6/30/2022	\$66.26	5.0%	
	\$182.24	\$182.24	\$182.24	7/1/2022	6/30/2023	\$69.57	5.0%	
	\$182.24	\$182.24	\$182.24	7/1/2023	6/30/2024	\$69.57	5.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 4 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61% 138.15%
FBE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Joshua Pruitt Project Manager	\$113.35 \$119.02 \$119.02 \$124.97	\$113.35 \$119.02 \$119.02 \$124.97	\$113.35 \$119.02 \$119.02 \$124.97	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$43.27 \$45.43 \$45.43 \$47.71	5.0% 5.0% 5.0% 5.0%	N/A
Marci Early Traffic Analyst	\$92.58 \$97.21 \$97.21 \$102.07	\$92.58 \$97.21 \$97.21 \$102.07	\$92.58 \$97.21 \$97.21 \$102.07	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$35.34 \$37.11 \$37.11 \$38.96	5.0% 5.0% 5.0% 5.0%	N/A
Cooper Grissom, EIT Traffic Analyst	\$92.55 \$97.18 \$97.18 \$102.04	\$92.55 \$97.18 \$97.18 \$102.04	\$92.55 \$97.18 \$97.18 \$102.04	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$35.33 \$37.10 \$37.10 \$38.95	5.0% 5.0% 5.0% 5.0%	N/A
Nicole Harmon, EIT Traffic Analyst	\$84.38 \$88.60 \$88.60 \$93.03	\$84.38 \$88.60 \$88.60 \$93.03	\$84.38 \$88.60 \$88.60 \$93.03	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$32.21 \$33.82 \$33.82 \$35.51	5.0% 5.0% 5.0% 5.0%	N/A
George Doyle Traffic Analyst	\$84.38 \$88.60 \$93.03 \$93.03	\$84.38 \$88.60 \$93.03 \$93.03	\$84.38 \$88.60 \$93.03 \$93.03	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$32.21 \$33.82 \$35.51 \$35.51	5.0% 5.0% 5.0% 5.0%	N/A

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 5 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 16.54% (= 0% if Included in OH) 121.61% 138.15%
FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Aaron Karnowski	\$71.78	\$71.78	\$71.78	5/13/2021	6/30/2021	\$27.40	5.0%	N/A
Designer	\$75.37	\$75.37	\$75.37	7/1/2021	6/30/2022	\$28.77	5.0%	N/A
	\$75.37	\$75.37	\$75.37	7/1/2022	6/30/2023	\$28.77	5.0%	
	\$79.14	\$79.14	\$79.14	7/1/2023	6/30/2024	\$30.21	5.0%	
Sydney Mehnert	\$47.13	\$47.13	\$47.13	5/13/2021	6/30/2021	\$17.99	5.0%	
Intern	\$49.48	\$49.48	\$49.48	7/1/2021	6/30/2022	\$18.89	5.0%	N/A
	\$49.48	\$49.48	\$49.48	7/1/2022	6/30/2023	\$18.89	5.0%	
	\$51.96	\$51.96	\$51.96	7/1/2023	6/30/2024	\$19.83	5.0%	
Mikail Reza	\$52.39	\$52.39	\$52.39	5/13/2021	6/30/2021	\$20.00	5.0%	
Intern	\$55.01	\$55.01	\$55.01	7/1/2021	6/30/2022	\$21.00	5.0%	N/A
	\$55.01	\$55.01	\$55.01	7/1/2022	6/30/2023	\$21.00	5.0%	
	\$57.76	\$57.76	\$57.76	7/1/2023	6/30/2024	\$22.05	5.0%	
	\$0.00	\$0.00	\$0.00	5/13/2021	6/30/2021	\$0.00	5.0%	
	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	\$0.00	5.0%	N/A
	\$0.00	\$0.00	\$0.00	7/1/2022	6/30/2023	\$0.00	5.0%	
	\$0.00	\$0.00	\$0.00	7/1/2023	6/30/2024	\$0.00	5.0%	
	\$0.00	\$0.00	\$0.00	5/13/2021	6/30/2021	\$0.00	5.0%	
	\$0.00	\$0.00	\$0.00	7/1/2021	6/30/2022	\$0.00	5.0%	N/A
	\$0.00	\$0.00	\$0.00	7/1/2022	6/30/2023	\$0.00	5.0%	
	\$0.00	\$0.00	\$0.00	7/1/2023	6/30/2024	\$0.00	5.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 6 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. _____ City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)+ Overhead %
16.54% (= 0% if Included in OH)+ General Administration %
121.61%= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % =

10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	From	To			
National Director of Traffic Services	\$277.03 \$290.88 \$290.88 \$305.42	\$277.03 \$290.88 \$290.88 \$305.42	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$105.75 \$111.04 \$111.04 \$116.59	5.0% 5.0% 5.0% 5.0%	\$105.00 - \$117.00
Director of Traffic Services	\$166.24 \$174.56 \$174.56 \$183.28	\$166.24 \$174.56 \$174.56 \$183.28	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$63.46 \$66.63 \$66.63 \$69.96	5.0% 5.0% 5.0% 5.0%	\$63.00 - \$85.00
Senior Traffic Engineer/Project Mgr.	\$142.69 \$149.83 \$149.83 \$157.32	\$142.69 \$149.83 \$149.83 \$157.32	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$54.47 \$57.19 \$57.19 \$60.05	5.0% 5.0% 5.0% 5.0%	\$54.00 - \$78.00
Transportation Planner/Designer	\$119.64 \$125.62 \$125.62 \$131.90	\$119.64 \$125.62 \$125.62 \$131.90	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$45.67 \$47.95 \$47.95 \$50.35	5.0% 5.0% 5.0% 5.0%	\$45.00 - \$51.00
Regional Director of Traffic Services	\$201.45 \$211.52 \$222.10 \$222.10	\$201.45 \$211.52 \$222.10 \$222.10	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$76.90 \$80.75 \$84.78 \$84.78	5.0% 5.0% 5.0% 5.0%	\$76.00 - \$85.00

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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 7 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

(Traffic Services)

Contract No. _____ City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)+ Overhead %
16.54% (= 0% if Included in OH)+ General Administration %
121.61%= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Traffic Operations Manager	\$198.15 \$208.06 \$208.06 \$218.46	\$198.15 \$208.06 \$208.06 \$218.46	\$198.15 \$208.06 \$208.06 \$218.46	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$75.64 \$79.42 \$79.42 \$83.39	5.0% 5.0% 5.0% 5.0%	\$75.00 - \$84.00
Transportation Planner	\$149.32 \$156.79 \$156.79 \$164.63	\$149.32 \$156.79 \$156.79 \$164.63	\$149.32 \$156.79 \$156.79 \$164.63	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$57.00 \$59.85 \$59.85 \$62.84	5.0% 5.0% 5.0% 5.0%	\$57.00 - \$63.00
Senior Traffic Engineer	\$148.40 \$155.82 \$155.82 \$163.61	\$148.40 \$155.82 \$155.82 \$163.61	\$148.40 \$155.82 \$155.82 \$163.61	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$56.65 \$59.48 \$59.48 \$62.46	5.0% 5.0% 5.0% 5.0%	\$56.00 - \$63.00
Traffic Project Manager	\$144.08 \$151.28 \$151.28 \$158.85	\$144.08 \$151.28 \$151.28 \$158.85	\$144.08 \$151.28 \$151.28 \$158.85	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$55.00 \$57.75 \$57.75 \$60.64	5.0% 5.0% 5.0% 5.0%	\$55.00 - \$61.00
Traffic Engineer/Project Manager	\$148.40 \$155.82 \$163.61 \$163.61	\$148.40 \$155.82 \$163.61 \$163.61	\$148.40 \$155.82 \$163.61 \$163.61	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$56.65 \$59.48 \$62.46 \$62.46	5.0% 5.0% 5.0% 5.0%	\$56.00 - \$63.00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*). Overtime and Double time rates for prevailing wage staff may vary depending on the existence of PW/ Delas.
 For "Other Direct Cost" listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 8 OF 9
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NVS, Inc.

(Traffic Services)

Contract No. City of Merced On-Call

Date 8/3/2021

Fringe Benefit %
(= 0% if Included in OH)

+ Overhead %
(= 0% if Included in OH)

+ General Administration %

= Combined Indirect Cost Rate (ICR) %
138.15%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Ave. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Senior Transportation Planner/Project Manager	\$165.30 \$173.56 \$173.56 \$182.24	\$165.30 \$173.56 \$173.56 \$182.24	\$165.30 \$173.56 \$173.56 \$182.24	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$63.10 \$66.26 \$66.26 \$69.57	5.0% 5.0% 5.0% 5.0%	\$63.00 - \$70.00
Project Manager	\$113.35 \$119.02 \$119.02 \$124.97	\$113.35 \$119.02 \$119.02 \$124.97	\$113.35 \$119.02 \$119.02 \$124.97	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$43.27 \$45.43 \$45.43 \$47.71	5.0% 5.0% 5.0% 5.0%	\$43.00 - \$48.00
Traffic Analyst	\$84.38 \$88.60 \$88.60 \$93.03	\$84.38 \$88.60 \$88.60 \$93.03	\$84.38 \$88.60 \$88.60 \$93.03	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$32.21 \$33.82 \$33.82 \$35.51	5.0% 5.0% 5.0% 5.0%	\$32.00 - \$39.00
Designer	\$71.78 \$75.37 \$75.37 \$79.14	\$71.78 \$75.37 \$75.37 \$79.14	\$71.78 \$75.37 \$75.37 \$79.14	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$27.40 \$28.77 \$28.77 \$30.21	5.0% 5.0% 5.0% 5.0%	\$27.00 - \$31.00
Intern	\$47.13 \$49.48 \$51.96 \$51.96	\$47.13 \$49.48 \$51.96 \$51.96	\$47.13 \$49.48 \$51.96 \$51.96	5/13/2021 7/1/2021 7/1/2022 7/1/2023	6/30/2021 6/30/2022 6/30/2023 6/30/2024	\$17.99 \$18.89 \$19.83 \$19.83	5.0% 5.0% 5.0% 5.0%	\$17.00 - \$23.00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (*). Overtime and Double time rates for prevailing wage staff may vary depending on the existence of PW Delias.
 For "Other Direct Cost" listing, see page 7 of this Exhibit

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

Consultant or Subconsultant	NV5, Inc. (Traffic Services)	Contract No.	City of Merced On-Call
-----------------------------	------------------------------	--------------	------------------------

Date 8/3/2021

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2						
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL			
Special Tooling	NA			Special Tooling	NA			Special Tooling						
A.				A.				A.						
B.				B.				B.						
C.				C.				C.						
Travel	NA			Travel	NA			Travel						
A.				A.				A.						
B.				B.				B.						
B.				B.				B.						
C.				C.				C.						
PRIME TOTAL ODCs =				\$0	SUBCONSULTANT #1 ODCs =				\$0	SUBCONSULTANT #2 ODCs =				\$0

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose that could be used for the same purpose.

EXHIBIT 10-H1 COST PROPOSAL Page 9 of 9

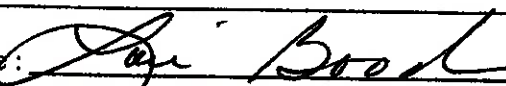
Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 8/4/2021
Email: lori.goodwin@nv5.com Phone Number: 559-661-5228
Address: 2109 W. Bullard Ave, Ste 145, Fresno, CA 93711

*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:

Construction Quality Assurance services

**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: AE U.S. Operations of NV5 Global, Inc.

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 _____ % **OR**

Home Office Rate 138.15 % and Field Office Rate (if applicable) 125.60 %

Facilities Capital Cost of Money 40 % (if applicable)

Fiscal period * 12/30/18 -12/28/19

* 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 \$ 143,068,000 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 26.
- Years of consultant's experience with 48 CFR Part 31 is 22.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☒ CPA ICR Audit	☐ 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**: Lori Goodwin

Title**: Vice President

Signature: _____

Date of Certification (mm/dd/yyyy): 11/30/20

Email**: Lori.Goodwin@nv5.com

Phone Number**: 559-661-5228

**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

Lori Goodwin

Subject: FW: 2019 ICR Acceptance Assistance

From: Da, Chantha@DOT <chantha.da@dot.ca.gov>

Sent: Tuesday, November 3, 2020 10:22 AM

To: Lori Goodwin <Lori.Goodwin@nv5.com>

Cc: Lee, Alice M@DOT <alice.m.lee@dot.ca.gov>; Morris, Esther A@DOT <esther.morris@dot.ca.gov>

Subject: RE: 2019 ICR Acceptance Assistance

Hi Lori,

The correct CT ID is shown below. We are in the process of uploading the IDs to our website by tomorrow. Thank you.

NV5, Inc.	D2020-0626	Home: 138.15%, Field: 125.60% FCCM: 0.40%	12/30/2018-12/28/2019
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Internal Control Questionnaire (ICQ) for Consulting Engineers

Name of Engineering Consultant ("the Company"): AE US
Operations of NV5 Global, Inc
TIN (Taxpayer Identification Number): 45-3458017
Headquarters Address: 200 S Park Rd., Suite 350, Hollywood, FL 33021
Company Website: www.NV5.com
Fiscal Year End: 12/31/2019
This ICQ was prepared for (DOT/agency name): Various
Time Period Covered: 12/30/18-12/28/19
Location of Accounting Records: Hollywood, FL 33021

- Please include the following items as **attachments** to this ICQ:

- FAR Part 31 Overhead Audit Report for most recent fiscal year, including audited Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter "Indirect Cost Rate Schedule") and related reconciliation to the financial statements.
- Cognizant audit report or cognizant letter of concurrence from the cognizant Government agency.
Check here if not applicable: ☒
- Post-closing trial balance and financial statements (balance sheet, income statement, and statement of cash flows) for the most recent fiscal year. (Note: If the indirect cost rate schedule does not directly tie to the trial balance, then please provide a supplemental reconciliation schedule.)
- Current chart of accounts that ties to financial statements and indirect cost rate schedule.
- Independent Auditor's Report on financial statements and accompanying management letter.
Check here if not applicable: ☐
- Sample timesheet.
- The Company's policies for vacation and sick leave.
- The Company's bonus policy.
- Other written policies, as requested throughout this ICQ.

Note: Throughout this ICQ, all references to "AASHTO Guide" pertain to the 2016 Edition of the *AASHTO Uniform Audit & Accounting Guide*.

- Please identify the Company's primary contact for accounting questions:

Name: Derek Perez
Title: Corporate Controller
Phone Number: 954-613-6739
E-mail Address: derek.perez@NV5.com
Mailing address (if different than headquarters address listed above): same

A. Background Information

A.1. Year Established. When was the Company formed? 9/12/2011

A.2. Business Form. What form of business entity is the Company?

- ☐ Sole Proprietorship ☐ Partnership ☒ C Corporation ☐ S Corporation
☐ Other _____

AASHTO Internal Control Questionnaire for Consulting Engineers

A.3. Parent/Subsidiary. Is the Company a subsidiary of any other company?

- ☐ Yes If "yes," please explain:
- ☒ No

A.4. Common Ownership. Does the Company own or control any other company or legal entity (e.g., trust or foundation) through common ownership? (See AASHTO Guide Section 8.23.B for details.)

- ☒ Yes If "yes," please explain: AE US Operations of NV5 Global, Inc include:

- NV5, Inc (CA) FEIN 94-2706173
- NV5, Inc (DE) FEIN 27-1979486
- NV5, Inc (NJ) FEIN 22-1854980
- NV5 Engineers and Consultants, Inc FEIN 56-1839575
- NV5 Northeast, Inc FEIN 27-1979695
- NV5 West, Inc FEIN 27-1979620
- Butsko Utility Design, Inc FEIN 33-0718458
- CivilSource, Inc FEIN 20-5729456
- Holdrege and Kull Consulting Engineers and Geologists FEIN 68-0368331
- Sebesta, Inc. FEIN 41-1787792
- J.B.A. Consulting Engineers, Inc. FEIN 88-0098495
- Richard D. Kimball Co FEIN 04-1506460
- Page One Consultants, Inc FEIN 59-3195543
- GeoDesign, Inc. FEIN 97-1780825
- W H Pacific, Inc FEIN 20-3966470
- Bock & Clark Corporation FEIN 59-3568491
- Bock & Clark Environmental, LLC FEIN 45-5430401
- Alta Environmental LLP FEIN 27-0250614
- The Sextant Group, Inc FEIN 25-1768428
- Quantum Spatial, Inc FEIN 39-1133181

- ☐ No

A.5. Ownership. Please list the stockholders, partners, or other owners with greater than five percent ownership of the Company and their respective percentages of ownership.

Table 1: Company Ownership

Name	Title	Ownership Percentage
NV5 Global, Inc.	Stockholder	100%
		%
		%
		%

AASHTO Internal Control Questionnaire for Consulting Engineers

		%
		%
		%
		%
		%
		%
		%
		%

A.6. Services Provided. What types of services does the Company provide? (e.g., consultant–Architectural and Engineering Design)

- a. Consultant Engineering Services – Civil Engineering
- b. Consultant Engineering Services – Construction Management and Inspection
- c. Construction Engineering Services - Architectural
- d. Consultant Engineering Services – Engineering Design
- e. Construction Quality Assurance

A.7. Locations. How many offices does the Company operate, and where are these offices located?

a. Number: 85

b. Locations: AZ: Phoenix (2), Scottsdale

CA: Anaheim, Bakersfield (3), Chico, Colorado Springs, Corona, Fresno, Irvine, Long Beach, Manteca, Murrieta, Nevada City, Oceanside, Palm Desert, Sacramento (2), San Diego (2), San Jose, Santa Rosa, Truckee, Turlock, Ventura, Visalia, Walnut Creek,

CT: Fairfield, Glastonbury

FL: Brandon, Gainesville, Hollywood, Orlando (2), Miami Lakes, Sarasota

GA: Columbus, Roswell

IA: Cedar Rapids

ID: Boise

IL: Chicago

LA: New Orleans

MA: Andover, Boston, Braintree, Hadley

MN: St. Paul

NJ: Parsippany, Rahway

NC: Cary, Charlotte (2), Morrisville

NM: Albuquerque (2), Questa

NV: Las Vegas

NY: New York, Long Island

OH: Akron, West Chester

AASHTO Internal Control Questionnaire for Consulting Engineers

OK: Norman

OR: Portland, Salem, Wilsonville

PA: Cranberry Township, Philadelphia, Phoenixville, Pittsburg

RI: Narragansett

SC: Rock Hill

TX: Austin, Houston, Arlington

VA: Arlington

WA: Bothell (2), Longview, Seattle (2), Tacoma, Vancouver

WI: Verona.

AASHTO Internal Control Questionnaire for Consulting Engineers

A.8. Number of Employees. How many employees (including managers and principals) does the Company currently employ?

a. Full time: 1,969 b. Part time: 227

- Has this number changed in the past one-year period?

☐ No ☒ Yes. If "yes," please explain: Depending on active projects

A.9. Revenue Sources.

1. For most recent fiscal year, what percentage of the Company's revenue was generated from each of the following?

a. State government: 4.7% c. Local government: 59.2%
b. Federal government: _____% d. Commercial/private: 36.1%

2. Please specify all revenues earned as either a prime consultant or subconsultant:

a. Revenues from Government Projects: \$246M
b. Revenues Other Customers: \$139M
Total Company Gross Revenue: \$385M

A.10. Contract Mix. What percentage of the Company's revenue was generated from each of the following contract types?

a. Lump sum: 40% c. Cost plus (time and materials): 60%
b. Cost plus fixed fee: % d. Other: _____% Please explain "Other." _____

B. Accounting: General Background

B.1. Fiscal Period. Has the Company used the same fiscal reporting period for the past two years?

☒ Yes ☐ No

B.2. Accounting Method/Basis. What basis of accounting does the Company use to prepare general purpose financial statements?

☐ Cash ☒ Accrual ☐ Hybrid. Please explain "Hybrid." _____

- Was the same basis of accounting also used to prepare the firm's indirect cost rate schedule?

☒ Yes ☐ No. Please explain: _____

B.3. Accounting Policies. Does the Company have written accounting policies that address the following topics?

(If "yes," please provide a copy.)

	Yes	No
a. Accounting system	☒	☐
b. Billing	☒	☐
c. Cost estimating/allowability.	☒	☐
d. Recording time worked/timesheet preparation	☒	☐
e. Fringe benefits/leave time	☒	☐
f. Recording overtime	☒	☐
g. Compliance with FAR Part 31 ^(†) and applicable CAS	☒	☐
h. Recording direct and indirect costs	☒	☐
i. Overhead/indirect cost rate development	☒	☐
j. Billing rate development	☒	☐

^(†) FAR Part 31 is codified at 48 CFR Part 31, which is available at
<https://www.acquisition.gov/far/html/FARTOCP31.html>.

AASHTO Internal Control Questionnaire for Consulting Engineers

B.4. Preparing the Indirect Cost Schedule. How frequently does the Company prepare an indirect cost rate schedule to determine costs eligible for reimbursement per FAR Part 31?

☒ Annually ☐ Other (please specify): _____

- Was the most recent schedule prepared by the Company or by another entity instead (e.g., CPA firm)?

Prepared by: ☒ Internal staff ☐ External party (specify): Prepared internally; audited by external CPA firm

- Period covered by most recent indirect cost schedule:

☒ One-year period ended December 28, 2019

☐ Other (please specify): _____

B.5. Fraud, Abuse, and Contract Violations. Is the Company's management aware of any material instances of fraud, illegal acts, abuse, or violations of contracts provisions or grant agreements?

☒ No ☐ Yes. If "yes," please explain: _____

B.6. Knowledge of FAR Part 31. Are appropriate personnel within the Company familiar with FAR Part 31?

☒ Yes ☐ No. If "no," please explain: _____

B.7. Audits/Examinations. Within the past three years, has a CPA or governmental agency performed an independent audit, review, attestation, or compilation of the Company's financial data or any phase of the Company's operations?

☐ No ☒ Yes. If "yes," please complete the following (if applicable):

a. **Financial Statements:** ☒ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

Name of CPA or Agency: Deloitte & Touche LLP

Contact: Michael Siegel

Period Covered: 12/30/2018 – 12/28/2019

b. **Overhead Rate:** ☒ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

- Was the overhead rate calculated in accordance with FAR Part 31? ☒ Yes ☐ No

Name of CPA or Agency: CliftonLarsonAllen

Contact: Peter Loftus

Period Covered: 12/30/2018 – 12/28/2019

c. **Project Audits:** ☐ Audit ☐ Review ☐ Compilation ☐ Other (please specify): _____

Name of CPA or Agency: _____

Contact: _____

Period Covered: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

C. Accounting System(s)

C.1. Accounting Software. What type of accounting software does the Company use?

- ☐ Internally-developed system. ☒ Commercial system. Name of vendor: DelteK Vision
☐ Hybrid system. Please explain: _____

- Please describe any significant manual procedures used outside of the automated accounting system to record transactions:

C.2. Job Costing. Does the Company have a job-cost accounting system? ☒ Yes ☐ No

If "no," please explain what type of system is used to determine project costs: _____

C.3. Integration. Does the accounting general ledger interface with the job-cost ledger?

- ☒ Yes ☐ No ☐ N/A (no job-cost ledger used)

a. Are billings prepared from, or reconciled to, reports generated from the Company's job-cost system?

- ☒ Yes ☐ No. Please explain: _____

b. Describe any manual procedures that occur outside of the automated accounting system to prepare billing packages. _____

C.4. Accounting Records. Which of the following types of records does the Company maintain to support financial transactions?

	<u>Yes</u>	<u>No</u>
a. General ledger	☒	☐
b. Cash disbursements journal	☒	☐
c. Cash receipts journal	☒	☐
d. Job/Project-cost ledger	☒	☐
e. Labor distribution reports	☒	☐
f. Employee expense reports	☒	☐
g. Payroll registers	☒	☐

C.5. Direct and Indirect Expenses. Does the general ledger contain separate direct and indirect accounts for the following?

- a. Labor costs ☒ Yes ☐ No
b. Non-labor expenses ☒ Yes ☐ No

If "no," please explain: _____

C.6. Exclusion of Unallowable Costs. Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with per FAR Part 31 and applicable Cost Accounting Standards? (See AASHTO Guide, Sections 2.2, 4.4, 5.2, 5.5, and 6.3.)

☐ No. Please explain: _____

☒ Yes. If "yes," please answer a through c, below.

a. Please provide details about the system. DelteK Vision is project based system with tracking by regular and overhead projects. In addition, company maintains separate general ledger accounts for unallowable costs

b. How are appropriate personnel trained to distinguish between allowable and unallowable costs?

AASHTO and DOT workshops; access to AASHTO audit guides and FAR handbook as well as utilize resources of audit firm(s) for technical guidance when necessary.

AASHTO Internal Control Questionnaire for Consulting Engineers

c. When does the primary review for allowability occur—at time the transaction is recorded, or later?

Primary review occurs at the time the transaction is recorded. Additional opportunities for review on a weekly, monthly, quarterly and year-end basis.

AASHTO Internal Control Questionnaire for Consulting Engineers

C.7. Divisions/Cost Centers. Does the Company have more than one division/cost center?

☐ No ☒ Yes

- If "yes," are separate ledgers maintained for each? ☒ Yes ☐ No

Comment: _____

C.8. Reconciliations.

a. Does the Company reconcile the financial accounting system to the job-cost system?

☐ N/A (no job-cost ledger used).

☐ No. Please explain: _____

Check here if systems are integrated: ☐

☒ Yes. If "yes," how often? (Check all that apply.) ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Comment: _____

b. How frequently are bank statements reconciled? Who performs this process?

Monthly by Accountant, reviewed by Assistant Controller

C.9. Budgeting. Does the Company use a budgeting system for project planning and oversight?

☒ Yes ☐ No

Comment: _____

- If "yes," does the Company prepare variance reports to compare budgeted amounts to actual amounts on projects, and are the reports distributed to appropriate management personnel?

☒ Yes ☐ No. If "no," please explain: _____

C.10. Cost Allocation. Does the Company use cost allocation methods consistently for all contracts, including commercial contracts as well as for State and Federal government contracts? (See AASHTO Guide, Sections 5.3 and 10.5.)

☒ Yes ☐ No. If "no," please explain: _____

C.11. Allocation Base(s). When computing indirect cost rates, the Company uses—

☒ a single base for cost allocation. Description of base: Direct Labor

☐ multiple bases for cost allocation. Description of bases: _____

(See AASHTO Guide Section 4.7 for a discussion of common allocation bases for indirect costs.)

C.12. Field Offices. Does the Company have field offices? (See AASHTO Guide Section 5.6.)

☐ No

☒ Yes. If "yes,"

a. Are separate indirect cost rates used for the home office and field offices?

☒ Yes ☐ No

Please explain: _____

b. If home office and field office indirect cost rates are computed, are they presented consistently to all State DOTs?

☒ Yes ☐ No. If "no," please explain: _____

Please check here if not applicable: ☐

AASHTO Internal Control Questionnaire for Consulting Engineers

C.13. Project-Specific Indirect Cost Rate(s). Does the Company have any special, project-specific indirect cost rates negotiated with a State DOT?

☒ No ☐ Yes. If "yes," please explain, and list the States that use these rates: _____

D. Information Technology (IT) Systems

D.1. IT Policies. Does the firm have written IT system policies concerning the following topics?
(If "yes," please provide a copy.)

a. Hardware/Software	Yes	No
• Purchasing	☒	☐
• Inventory	☒	☐
• Maintenance	☒	☐
• Access	☒	☐
• Use of In-house and off-site	☒	☐
• Addition and removal/retirement/disposition of	☒	☐
b. Business Continuation Plan	☒	☐
c. Security Protocol	☒	☐
d. Activation and deactivation of employees upon hiring or termination.	☒	☐

D.2. IT Risk Assessment. Has the Company's management conducted an IT system risk assessment within the past three years?

☒ Yes ☐ No

D.3. IT Security Review. Are system security and application access logs enabled and reviewed periodically?

☒ Yes ☐ No

Comment: _____

D.4. IT Electronic Data Safeguards. If documents are retained in electronic format, are they stored in a format that cannot easily be modified, removed, or replaced, and does a mechanism/audit trail exist to track all such events?

☒ Yes ☐ No

Comment: _____

AASHTO Internal Control Questionnaire for Consulting Engineers

E. Accounting – Payroll and Timekeeping

E.1. Payroll Service. Does the Company use an external payroll service?

☐ No ☒ Yes. If “yes,” please specify: ADP

E.2. Pay Cycle. What is the Company’s standard pay cycle?

☒ Bi-weekly ☐ Monthly ☐ 1st & 15th ☐ Other (please specify): _____

If the Company uses more than one pay cycle, please explain: _____

E.3. Payroll Register. Does the payroll register include the following data?

	Yes	No
a. Employee Name.	☒	☐
b. Employee ID number.	☒	☐
c. Gross pay	☒	☐
d. Payroll deductions	☒	☐
e. Net pay	☒	☐
f. Check amount	☒	☐
g. Hourly rate	☒	☐
h. Pay period	☒	☐
i. Normal hours for pay period	☒	☐
j. Overtime hours for pay period	☒	☐

Comments: _____

E.4. Timekeeping System.

a. Does the Company use an electronic timekeeping system?

☒ Yes ☐ No

- If “yes,” please provide an explanation of its operation, or provide system documentation:

Integrated module within Deltek Vision

b. Are all employees, including managers and owners/principals, responsible for signing their own timesheets?

☒ Yes ☐ No

If “no,” please explain: _____

c. Are all employee timesheets approved by supervisors?

☒ Yes ☐ No

If “no,” please explain: _____

d. Is there a certification and approval process required for all time worked by owners and principals?

☒ Yes ☐ No

If “no,” then how is time accounted for and billed to projects? _____

e. How are timesheet coding errors detected and corrected?

On a daily and weekly basis, employees log into Deltek Vision and enter the projects they are performing work and the related hours. Managers review the time and approve within Deltek Vision. Local group office managers confirm all employees have submitted time or confirms to Human Resources Manager who collects for all locations and once confirmed, posts the time in the system. Payroll Manager exports approved hours from the system into ADP for payment (which reduce the chance of errors between the system). A reconciliation of hours between both systems is completed prior to processing payroll in ADP.

f. How do timesheets identify work performed outside an agreement’s original scope of services?

AASHTO Internal Control Questionnaire for Consulting Engineers

Majority of projects use separate task to identify changes in scope or out of scope services for the Project Manager to follow-up with the client.

AASHTO Internal Control Questionnaire for Consulting Engineers

F. Labor Cost Accumulation

F.1. Direct & Indirect Labor. Do the Company's timesheets include reporting codes for both direct and indirect hours? (See AASHTO Guide, Chapter 6.)

☒ Yes ☐ No

- If "yes," do all employees, including managers and principals, record direct and indirect time on their timesheets?

Yes

- If "no," then please explain the method used to segregate direct and indirect labor hours. _____

F.2. Work Week. Please list the Company's normal hours of business operation (normal work week):

Work week = Sunday to Saturday: 8:30am – 5:30pm

F.3. Uncompensated Overtime (see AASHTO Guide, Section 5.4). Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts?

☐ No. If "no," please explain: _____

☒ Yes. If "yes," which of the following methods does the Company use to account for *uncompensated overtime*—the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employees who are exempt from the Fair Labor Standards Act?

☐ Effective Rate Method. Please explain: _____

☒ Salary Variance Method. Please explain. (E.g., What was the total dollar amount of the salary/payroll variance for the year?): **\$(387,803)**

☐ Other. Please explain: _____

F.4. Contract Modifications/Time Tracking. How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications? **Typically through the use of additional phases/tasks to track significant change orders.**

AASHTO Internal Control Questionnaire for Consulting Engineers

G. Labor Billings and Project Costing

G.1. Billing Rates. Please describe how billing rates are determined, or attach the Company's billing-rate policy.

☒ Description: Company maintains standard billing rates and customizes depending on unique contract needs of the client

☐ Billing-rate policy attached.

G.2. Premium Overtime. Does the Company pay overtime at a premium to any employees? ☒ Yes ☐ No

- If "yes,"

a. What premium rate is paid, and what categories of employees are eligible for this rate?

☒ Time-and-a-half for all non-exempt employees.

☐ Other. Please explain: _____

b. How is the overtime premium accounted for and billed?

☐ As part of direct labor, and overhead is applied.

☐ As an Other Direct Cost (no overhead applied).

☒ As an indirect labor cost (included in the indirect cost rate).

☐ Other. Please explain: _____

G.3. Allocation of Overtime Costs. Are overtime costs allocated to contracts consistently, regardless of the type of contract (lump sum versus actual cost) or customer (government versus commercial)?

☒ Yes ☐ No. If "no," please explain: _____

G.4. Cost Allocation versus Billing. If the Company pays a principal or an employee at a rate in excess of a contract's maximum hourly labor rate, where will the excess cost be allocated/charged? Direct Labor regardless of contract's maximum rate.

G.5. Contract/Purchased Labor. Does the Company invoice/bill contract labor directly to any customers?

☒ Yes ☐ No ☐ N/A

- If "yes," please complete the following: Contract labor is billed—

☐ As part of direct labor, and overhead is applied.

☐ As an Other Direct Cost (no overhead applied).

☒ Other. Please explain: Depends on the terms of the contract

AASHTO Internal Control Questionnaire for Consulting Engineers

H. Expense Accumulation and Billing

H.1. Nonsalary Direct Costs (Other Direct Costs). Besides labor, what type of costs does the Company normally bill/invoice as direct expenses?

Travel costs, equipment costs, lab and field supplies and any directly attributable to the project

H.2. Credits Associated with Direct Costs. Is the indirect cost pool relieved/reduced for credits/reimbursements received for direct costs?

☒ Yes ☐ No. If "no," please explain: _____

H.3. Design/Build Stipends. Has the Company received a stipend from any State DOT in connection with design/build efforts?

☐ Yes ☒ No

- If "yes," please explain how the Company accounted for the stipend in the accounting system: _____

H.4. Classification of Cost Items. How are the following cost items accounted for and billed? (Check both "D" and "I," if applicable.)

(D = Direct; I = Indirect; N/A = not applicable)

	<u>D</u>	<u>I</u>	<u>N/A</u>
a. Vehicles	☒	☒	☐
b. Computer Assisted Design and Drafting (CADD)	☒	☒	☐
c. Computer (non-CADD)	☒	☒	☐
d. Telephone	☒	☒	☐
e. Printing / Reproduction	☒	☒	☐
f. Postage	☒	☒	☐
g. Lab	☒	☒	☐
h. Drilling	☒	☐	☐
i. Travel and Subsistence	☒	☒	☐
j. GPS and/or Nuclear Density Meters	☒	☐	☐
k. Other (list if significant)	☐	☐	☐

H.5. Nonbillable Costs. Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?) Recorded as a project cost (direct) regardless if billable or non-billable

H.6. Authorization. How does the Company ensure that costs are not billed to Government projects prior to proper authorization?

Signed contract is required to open a billable government project; project number is required to enter costs

H.7. Vehicle Expenses. Does the Company provide vehicles to employees for business purposes?

☒ Yes ☐ No

a. If "yes," are the vehicles leased or owned?

☒ Leased ☒ Owned

b. Identify the total number of vehicles owned or leased by the company.

289 Leased 134 Owned

c. Are mileage logs maintained for all vehicles? If "no," please explain below.

☒ Yes ☐ No

Explanation: _____

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- d. Is mileage separated by direct and indirect classifications, and is mileage incurred in connection with unallowable activities tracked? ☒ Yes ☐ No

Explanation:

- e. What recovery/billing rate is used for Company vehicle mileage reimbursement?

\$0.51 per mile.

Explanation: _____

- f. How was the rate developed? Not to exceed IRS deductible rate before accelerations over past year

H.8. Computer Expenses. Are the Company's computer expenses incurred as a result of (select one):

- a. ☐ Outside Services? ☒ Company ownership? ☐ Both?
b. Does the Company compute a charge rate for computers? ☐ Yes ☒ No
- If "yes," what is the rate? _____
- How was the rate developed? _____
c. Is computer usage segregated by direct and indirect classifications? ☐ Yes ☒ No
d. Are computer usage logs maintained and coded by job/project? ☐ Yes ☒ No

H.9. Printing and Reproduction Costs. How are printing and reproduction expenses treated?

- In House: ☐ Direct cost ☒ Indirect cost ☐ Combination of direct and indirect
- Outside vendor: ☒ Direct cost ☐ Indirect cost ☐ Combination of direct and indirect

If you marked "combination of both," please explain: Costs specific to a direct project will be charged to the project; indirect costs are based on in-house needs.

- a. For in-house services, are usage logs maintained and coded by job/project?
☐ Yes ☒ No
b. Is usage segregated by direct and indirect classifications?
☒ Yes ☐ No
c. If these costs are incurred through the use of an outside vendor, are the invoices coded by job/project when received?
☒ Yes ☐ No

H.10. Telephone Costs. How is the expense for telephone service recorded and billed?

- ☐ Direct cost ☐ Indirect cost ☒ Combination of direct and indirect

If you marked "combination of direct and indirect," please explain below:

Costs specific to a direct project will be charged to the project; indirect costs are based on in-house needs.

- Does the Company maintain a telephone log to record toll calls? ☐ Yes ☒ No
- Are the calls job-coded by direct and indirect classifications? ☒ Yes ☐ No

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H.11. Activities Ineligible for Cost Reimbursement. Did any of the Company's employees engage in activities for lobbying, advertising, public relations, charity, and/or entertainment?

- If "yes," please list the employees who engaged in these activities, and describe how the associated costs were tracked and accounted for in relation to the submitted indirect cost rate.

Table 2: Unallowable Activities

Employee Name or ID & Title/Classification:	Activities:	Accounting Treatment:

I. Compensation for Owners and Employees

I.1. Bonuses.

- a. Did the Company pay, or accrue for, bonuses earned by owners or employees during the period covered by the latest indirect cost rate schedule?

☒ Yes ☐ No

- If "yes," were the bonuses included in the submitted overhead rate? ☒ Yes ☐ No ☐ N/A

- Was any portion of these bonuses excluded from the submitted overhead rate? ☐ Yes ☒ No ☐ N/A

Comment: _____

- b. Does the Company have a written bonus plan?

☒ Yes. Please provide a copy of the plan.

☐ No. Please describe how bonuses are determined and how this is communicated to employees. _____

- c. Are all employees eligible for the bonuses? ☒ Yes ☐ No. If "no," please explain: _____

I.2. Executive Compensation. Has the Company, an independent CPA, or compensation consultant performed an evaluation of executive compensation for *reasonableness* in accordance with FAR 31.205-6? (See AASHTO Guide Section 7.5.)

☒ Yes ☐ No

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- If “yes,” describe the methodology used and how this process has been documented: The National Compensation Matrix (NCM) is used to determine the reasonableness of executive compensation by comparing with total compensation of executives and classifying any excess (if any) as an unallowable cost

AASHTO Internal Control Questionnaire for Consulting Engineers

J. Related-Party Transactions

J.1. Related Employees. Please provide the following information for all employees who are related to the parties listed in the Ownership Table (Table 1) shown in A.5:

Table 3: Employees Related to Company Owners

	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
1			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related (e.g., spouse, parent, child, sibling, in law):				
2			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
3			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
4			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
5			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
6			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
7			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
8			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				

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	Name or ID:	Title/Position:	Wages/Salary:	Bonus:	Other Compensation:	Total Compensation:
9			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				
10			\$	\$	\$	\$
	Total Hours Worked During Year:	Job Duties: Related to: How Related:				

J.2. Related Vendors. Please provide the following information for all vendors related to the parties listed in the Ownership Table (Table 1) shown in A.5:

Table 4: Vendors Related to Company Owners

Name:	Contact Information:	How Related:	Products/Services Provided:	Total Payments During Year:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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J.3. Property or Facilities Leased from Related Parties. Does the Company rent or lease property and/or facilities from another entity (organization or individual)?

☒ Yes ☐ No

- If "yes,"

a. Are any of the Company's owners/stockholders, or members of their immediate family, also owners/stockholders of the other entity?

☐ Yes ☒ No

- If "yes," please explain: _____

b. Have the rental/lease costs been adjusted to the property owner's actual costs?

☐ Yes ☒ No

- If "yes," what basis was used to determine actual cost? (E.g., the property owner's tax return less interest expense, plus cost of money).

Description: _____

J.4. Other Related-Party Transactions. Did the Company engage in any transactions with related parties other than those listed and described in J.1 through J.3?

☒ No ☐ Yes. If "yes," please complete Table 5:

Table 5: Other Related-Party Transactions

Name:	Contact Information:	How Related:	Products/Services Provided:	Total Payments During Year:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

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K. Other Questions

K.1. Life Insurance. Does the Company pay life insurance for officers/principals?

☐ Yes ☒ No

- If "yes,"

(a) Have any costs associated with this life insurance been included on the indirect cost rate schedule?

☐ Yes – total amount: _____ ☐ No

(b) Please identify the beneficiary of the life insurance:

☐ Company/surviving partners ☐ Officer/principal's family

☐ Other (specify) _____

(c) Please identify the type(s) of the life insurance:

☐ Term ☐ Whole life ☐ Universal life ☐ Endowments (annuities)

☐ Accidental death ☐ Other (please specify): _____

K.2. Suspension or Debarment. Has the Company, its parent, subsidiary, or any owner, stockholder, officer, partner, or employee of the Company been suspended or debarred from doing business by any State or the Federal government?

☐ Yes ☒ No

- If "yes," please provide complete details: _____

K.3. Updates for Changes to FAR Part 31. Does the Company have an existing process designed to provide timely updates to company policies and procedures to accommodate changes in the FAR Subpart 31.2 cost principles?

☒ Yes ☐ No

- If "yes," please describe the process: _____

K.4. Risk Assessment. Does the Company have a process for assessing risks that may result from changes in cost accounting systems or processes?

☒ Yes ☐ No

- If "yes," please describe the process. How are risks identified and addressed? Reviewed quarterly along with review of internal control processes

K.5. Communications of FHWA/DOT Requirements. How does information flow from the FHWA/State DOT to appropriate management personnel? (E.g., How are relevant updates to State DOT procedures or Federal Regulations disseminated to project managers and accounting personnel?)

Distribution via email, company intranet and via internal operations meetings

AASHTO Internal Control Questionnaire for Consulting Engineers

I certify that to the best of my knowledge and belief this ICQ is a complete and accurate representation of the above-named Company's cost accounting and billing practices.

Derek Perez

Typed or Printed Name

Signature



Corporate Controller
Title

06/11/20
Date Completed

Note: The representations on this ICQ were made by, and are the responsibility of, the Company's management.

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Keyword Index

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Prevailing wage policy is included on Page 8 of our 2019 ICR

Prevailing Wage Costs

The Company performs work on certain projects that require the payment of prevailing wages under California state law. Payment of prevailing wages results in a differential between the employee's base wage and fringe benefits and the required prevailing wage and fringe benefits. For the year ended December 31, 2019, the Company accounted for the prevailing wage differentials as direct labor costs. DIR Contractor number 1000007705.

CITY OF MERCED 2021 FEE SCHEDULE

PERSONNEL	HOURLY RATE
Project Assistant	\$82
AutoCAD Operator	\$105
Technical Editor	\$88
Assistant Engineer/Geologist	\$120
Staff Scientist	\$140
Staff Engineer/Geologist	\$140
Project Engineer/Geologist	\$160
Senior Engineer/Geologist	\$170
Associate Engineer/Geologist	\$190
Principal	\$240
Expert Testimony and Deposition (four-hour minimum)	\$340
Laboratory Shop Rate	\$87
Engineering Technician I	\$95
Engineering Technician II	\$102
Engineering Technician III	\$107
Certified Welding Inspector (CWI/AWS)	\$119
Non-Destructive Testing (NDT) Technician	\$119
ASNT Level III	\$173
Supervisory Technician	\$128
Construction Services Manager I	\$156
Construction Services Manager II	\$172

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt	\$123
ACI Concrete Tester	\$122
ICC Fireproofing	\$120
Proofload/Torque Testing	\$120
AWS/CWI Certified Welding Inspector	\$130
ASNT Level II Non-Destructive Testing (NDT)	\$136
ICC Certified Structural Inspector	\$127
DSA Masonry/Shotcrete and Lead Inspector	\$136
Travel Time – Tester/Inspector	\$95

FIELD EQUIPMENT	UNIT RATE
All-Terrain Vehicle	\$50/Day
Cone Penetrometer	\$120 Half Day/\$190 Full Day
Core Drill Machine	\$161 Half Day/\$263 Full Day
DAQ III/Seismic Refraction Survey	\$360/Day
Ground Penetrating Radar/Profometer	\$415/Day
Schmidt Hammer	\$25/day
pH/Conductivity Meter	\$55/Day
Photoionization Detector (PID)	\$114/Day
Tension Ram	\$32/Day
Simple Field Infiltrator	\$90/Day
Turbidity Meter	\$55/Day
Water Quality Meter (pH, conductivity, temperature, DO)	\$112/Day
1.5-Inch Pump and Controllers	\$150/Day
4-Inch Pump with Trailer	\$175/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at current IRS rate.
- Outside services will be billed at our cost, plus 10 percent.
- Overtime rates for Saturday, Sunday, holiday, or over 8 hours/day: hourly rate plus \$35/Hour.
- Double-time rates for Saturday, Sunday, holiday, or over 12 hours/day: hourly rate plus \$70/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$35/Hour.
- Prevailing wage double time rates for Sunday, holiday, or over 12 hours/day: hourly rate plus \$70/Hour.
- Prevailing wage second shift rates: hourly rate plus \$16/Hour.
- No minimum fee will be charged.
- Per Diem will be billed at cost plus 10 percent unless other arrangements are made.

2021 CHARGE RATE SCHEDULE

Technical Services

Engineering Aide/Planning Aide	\$80/hour
Project Assistant	\$90/hour
Project Administrator	\$100/hour
CADD Technician I	\$105/hour
CADD Technician II	\$125/hour
CADD Technician III	\$140/hour
Sr. CADD Technician/Designer	\$155/hour
Design Supervisor	\$165/hour
GIS Technician I	\$100/hour
GIS Technician II	\$125/hour
GIS Analyst	\$155/hour
Senior GIS Analyst	\$180/hour

Environmental Consulting Technical Services

Senior Principal	\$250/hour
Principal	\$230/hour
Senior III	\$195/hour
Senior II	\$185/hour
Senior I	\$175/hour
Staff III	\$165/hour
Staff II	\$160/hour
Staff I	\$150/hour
Associate III	\$140/hour
Associate II	\$130/hour
Associate I	\$120/hour
Specialist III	\$100/hour
Specialist II	\$90/hour
Specialist I	\$75/hour
Project Analyst III	\$195/hour
Project Analyst II	\$110/hour
Administrative I	\$70/hour
Intern	\$65/hour

Field Survey

1-Person Survey Crew (GPS) (Robotic)	\$150/hour
1-Person Survey Crew	\$220/hour
2-Person Survey Crew	\$310/hour
3-Person Survey Crew	\$352/hour
1-Person Survey Crew*	\$163/hour
2-Person Survey Crew*	\$282/hour
3-Person Survey Crew*	\$352/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2022. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$500.00 per hour.

Geospatial Services

Technician	\$76/hour
Technical Specialist	\$98/hour
Technical Expert	\$155/hour
Pilot	\$115/hour
Associate Team Leader	\$110/hour
Field Manager	\$145/hour
Project Manager	\$130/hour
Account Manager	\$235/hour
Director	\$255/hour

Professional

Junior Engineer / Planner / Scientist / Surveyor	\$125/hour
Assistant Engineer / Planner / Scientist / Surveyor	\$145/hour
Associate Engineer / Planner / Scientist / Surveyor	\$155/hour
Senior Engineer / Planner / Scientist / Surveyor	\$175/hour
Project Manager	\$200/hour
Senior Project Manager	\$225/hour
Engineering Manager	\$240/hour
Associate	\$250/hour
Principal Engineer	\$275/hour
Principal	\$285/hour

Community Outreach

Principal	\$285/hour
Strategic Advisor	\$220/hour
Account Supervisor	\$240/hour
Facilitator	\$210/hour
Bilingual Outreach	\$210/hour
Project Manager	\$220/hour
Assistant Project Manager	\$195/hour
Integrated Marketing Specialist	\$160/hour
Media Relations Specialist	\$145/hour
Stakeholder Outreach Specialist	\$240/hour
Sr. Community Relations Specialist	\$165/hour
Community Relations Specialist	\$145/hour
Environmental Outreach Specialist	\$145/hour
Project Coordinator	\$125/hour
Sr. Graphic Designer	\$175/hour
Graphic Designer	\$135/hour
Videographer	\$120/hour
Bilingual Translation	\$85/hour
Administrative Support	\$100/hour
Account Coordinator	\$110/hour

Rate Setting

Rate Specialist	\$180/hour
Rate Manager	\$285/hour

Dry Utility Work

Managing Principal	\$240/hour
Technical Specialist/Expert	\$215/hour
Senior Project Manager	\$195/hour
Senior Engineer II	\$175/hour
Project Manager III	\$165/hour
Senior Designer	\$170/hour
Senior Engineer I	\$165/hour
Designer II	\$155/hour
Construction Manager	\$160/hour
Project Manager II	\$165/hour
Designer I	\$150/hour
Project Manager I	\$140/hour
Project Engineer II	\$135/hour
Project Engineer I	\$125/hour
Project Coordinator II	\$130/hour
Project Coordinator I	\$110/hour
CADD Technician III/Senior CADD Technician	\$125/hour
CADD Technician II	\$115/hour
CADD Technician I	\$100/hour
Administrative Aid/Clerical	\$100/hour
O'Calc Senior Designer	\$160/hour
O'Calc Designer / Planner	\$135/hour

Construction Management

Principal	\$265/hour
Assistant Field Engineer (Non Prevailing Wage)	\$130/hour
Associate Field Engineer (Non Prevailing Wage)	\$155/hour
Senior Field Engineer (Non Prevailing Wage)	\$170/hour
Resident Engineer (Licensed)	\$190/hour
Construction Manager (Non-Licensed)	\$190/hour
Inspector (Prevailing Wage)*	\$155.00 - \$187/hour
Electrical/Signal Inspector (Prevailing Wage)*	\$180/hour
Construction Administrator	\$110/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR).
Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

EXPENSES:

Plotting and In-House Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost
GIS Web Hosting	1.10 x Cost

Mileage - Outside Local Area _____ Per Accepted IRS Rate

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.