

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of September, 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 Northstar Engineering Group, Inc., a California Corporation, whose address of record is 620 12th Street, Modesto, California 95354, (hereinafter referred to as "Consultant").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **INDEMNITY.**

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

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

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

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

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

b. **General Liability.**

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

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

c. Automobile Insurance.

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

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

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

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

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

11. PREVAILING WAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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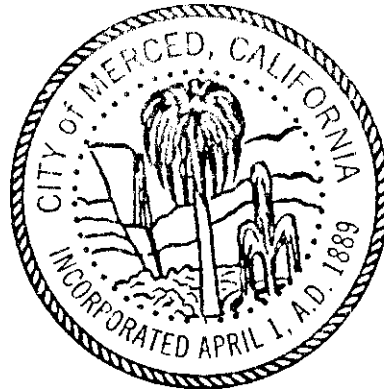
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: Stephanie R. Dietz
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 8/21
City Attorney Date

301738 PO# 143362
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-15798
Funds to be encumbered as needed. WJ 9/23/21
NOT to exceed \$500,000.00 PL 9/23/21
{Signatures continued on next page}

CONSULTANT
NORTHSTAR ENGINEERING
GROUP, INC., A California Corporation

BY: 
(Signature)

Anthony Cannella, PE55317
(Typed Name)

Its: President
(Title)

BY: 
(Signature)

Kent Hysell, LS6953
(Typed Name)

Its: CFO
(Title)

Taxpayer I.D. No. 81-0572077

ADDRESS: 620 12th Street
Modesto, CA 95354

TELEPHONE: 209-524-3525

FAX: 209-524-3526

E-MAIL: Melissa@nsegny.net

EXHIBIT A

Firm Experience

NorthStar was founded in 2002 and employs a staff of 46 full time professionals (9 licensed Professional Engineers, 3 licensed Land Surveyors, and a support staff of 34) under the direction of 3 working Principals. NorthStar is a California Corporation and a California Registered Small Business, which performs all services out of one office located at 620 12th Street, Modesto, CA 95354.

NorthStar has local expertise and a comprehensive understanding of the issues associated with providing Professional Land Surveying and Civil Engineering Services. NorthStar team members greatly value our Client relationships and have a long standing reputation for success working throughout the Central Valley.

Every project has a dedicated project team that understands successful projects can be correlated directly with the experience and time availability of the Project Manager. We provide a project management team that possesses the technical experience and commitment required to provide exceptional professional Land Surveying and Civil Engineering services.

Our team offers comprehensive experience and qualifications allowing us to effectively provide Surveying and Engineering Consulting Services to each unique project. Our experience and capabilities include surveying, critical review and analysis, reporting, and technical design.

NorthStar has established a stellar list of successful projects and loyal Clients throughout California. Our staff is committed to Client satisfaction and dedicated to providing our Clients with quality and value. We have become leaders in our industry and our community by providing innovative solutions and value for our Clients. Our teamwork philosophy and industry experience allows us to provide our Clients with a unique combination of professional benefits and exceptional service. NorthStar provides the following services:

Land Planning

At NorthStar we know there is more than one answer to planning the future. Every Client has a different personality. Each Client has different resources, assets, and features. Every Client has a different need and our Planning Team understands the importance of listening. A strong community is a place where the character, resources, and capabilities of the land and local residents are identified, valued, and built upon. The professionals at NorthStar form a team that is tailored to meet the needs of strategically planning for the future with your unique vision always in mind. We tackle your complex zoning issues and offer solutions to your infrastructure dilemmas, consider your future economic climate, and establish a path to achieve your vision for a project. We formulate practical planning solutions that build strength in the community, setting it apart from all others.

Firm Experience, continued

Civil Engineering

The team of professionals at NorthStar carries extensive and impressive credentials in Planning, Design, Permitting, and Construction Phase Services for multiple land uses. We realize the power and ultimate value of careful research. Our knowledge base and pool of expertise is deep and plentiful.

Public Works

NorthStar's Public Works Team has extensive experience in a variety of water, wastewater, and drainage infrastructure projects that provide efficient systems for our communities and for the public health and safety of our residents. Additionally, we offer Consulting Engineering Services that include capital improvements planning and budgeting, rate analysis, development review, and general day-to-day consultation in management, operations, and maintenance. We are sensitive to the budget and timing constraints of our communities and are committed to cooperative efforts that meet the goals of our Clients. Our team has the technical expertise and capabilities to design, bid, and manage your upcoming project.



Land Development

Our Land Development team delivers complete Civil Engineering services including commercial, residential, industrial, worship, educational, and retail ventures. Our highly experienced Project Managers partner with our Clients to ensure the success of every job from preliminary design phases to construction. All projects are handled by expert Civil Engineers, CAD Technicians, and Designers utilizing state-of-the-art software.

Quality Control

NorthStar offers a unique quality control program based on many years of design and construction experience. We have identified consistent design related issues and have incorporated a system into our design process and our construction staking process to eliminate them.

Our grading design assurance system includes preparation of a complete 3-D surface model of the existing ground surface and the design surface that is accurate in all areas of the site. Typically grading issues are encountered near buildings, in transition areas, along match lines, and along accessible routes. The 3-D surface model allows our designers to review contours, review match lines, analyze watershed patterns, and confirm minimum and maximum slopes. This process greatly reduces or eliminates typical site grading issues. We also calculate earthwork quantities utilizing the existing ground surface and the sub-grade surface (which is created by adding in the structural sections to the finish grade surface) to calculate accurate earthwork quantities which reduces or eliminates extra costs associated with unanticipated earthwork.

Our utility design assurance system includes preparation of utility models that are imported into 3-D profiles where minimum cover and minimum utility crossing clearances can be analyzed and verified. The models include the existing ground profile, the utility profiles, and the finish surface profiles. Most utility issues are encountered at utility crossings. One utility crossing problem can translate to raising or lowering an entire utility system. This issue may result in additional costs and time delays, and can typically be minimized or avoided by utilizing this design process.

Our detail assurance system includes preparation of details and cross sections in unusual transition areas or in areas too small to include proper notes, elevations, and slopes. We provide appropriate details and cross sections that clearly identify the challenging areas and call the Contractor's attention to the areas prior to construction. This system helps to minimize bid costs because the challenging areas are clearly delineated and it helps to avoid additional construction costs/schedule delays by providing the appropriate detail for the Contractor to understand how it should be constructed. The details and cross sections are typically specified by the project designer since he has the intimate knowledge of where the challenging areas are located.

Our in-house quality control plan is implemented prior to each formal plan review submittal. We route a set of plans throughout engineering department and through our construction/survey department. This process is beneficial because everyone that reviews the plans looks for specific issues that they have had challenges with in the past. Our engineering department personnel provide a review process based on their experience with regard to design related issues. Our survey department provides a review process based on their experience with regard to construction related issues. This review process is typically performed by two engineers and two land surveyors. This process typically flushes out any issues overlooked by the design team during the design/construction document phase. It also integrates hundreds of years of experience in each quality control review process.

Our construction staking quality control process starts with in-house calculations to verify proposed elevations and slopes on all surface and underground improvements. This process quickly identifies elevations or slopes that are incorrect, typically the result of overlooking a revision or incurring a "typo" during plan preparation or plan revisions. Particular attention is applied to the problem areas described in our quality assurance program. This process identifies potential problems before construction begins, and it helps to identify and eliminate potential problems before construction begins. This process helps keep construction on schedule and helps eliminate construction issues.

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 Chy 8/15/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer V - 187018

{Signatures continued on next page}

Firm Experience

NorthStar was founded in 2002 and employs a staff of 46 full time professionals (9 licensed Professional Engineers, 3 licensed Land Surveyors, and a support staff of 34) under the direction of 3 working Principals. NorthStar is a California Corporation and a California Registered Small Business, which performs all services out of one office located at 620 12th Street, Modesto, CA 95354.

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Our team offers comprehensive experience and qualifications allowing us to effectively provide Surveying and Engineering Consulting Services to each unique project. Our experience and capabilities include surveying, critical review and analysis, reporting, and technical design.

NorthStar has established a stellar list of successful projects and loyal Clients throughout California. Our staff is committed to Client satisfaction and dedicated to providing our Clients with quality and value. We have become leaders in our industry and our community by providing innovative solutions and value for our Clients. Our teamwork philosophy and industry experience allows us to provide our Clients with a unique combination of professional benefits and exceptional service. NorthStar provides the following services:

Land Surveying

NorthStar has been providing Professional Land Surveying services since its inception. Our team members include California Registered Land Surveyors and Technicians who are experienced at performing Boundary, Topographic, and Construction Surveys. Our experienced field and office staff manage a full range of projects and are consistently prepared for heavy workloads and critical deadlines. We specialize in identifying and resolving issues before they turn into problems that can cause project delays. This department provides:

- A.L.T.A Surveys
- Aerial Control Surveys
- Boundary Surveys
- Right-of-Way Surveys
- Topographic Surveys and Mapping
- Legal Description
- Parcel Maps
- Final Maps
- Construction Staking
- Record of Surveys
- Monumentation (Centerline, Right-of-Way, etc.)



Quality Control

NorthStar offers a unique quality control program based on many years of design and construction experience. We have identified consistent design related issues and have incorporated a system into our design process and our construction staking process to eliminate them.

Our grading design assurance system includes preparation of a complete 3-D surface model of the existing ground surface and the design surface that is accurate in all areas of the site. Typically grading issues are encountered near buildings, in transition areas, along match lines, and along accessible routes. The 3-D surface model allows our designers to review contours, review match lines, analyze watershed patterns, and confirm minimum and maximum slopes. This process greatly reduces or eliminates typical site grading issues. We also calculate earthwork quantities utilizing the existing ground surface and the sub-grade surface (which is created by adding in the structural sections to the finish grade surface) to calculate accurate earthwork quantities which reduces or eliminates extra costs associated with unanticipated earthwork.

Our utility design assurance system includes preparation of utility models that are imported into 3-D profiles where minimum cover and minimum utility crossing clearances can be analyzed and verified. The models include the existing ground profile, the utility profiles, and the finish surface profiles. Most utility issues are encountered at utility crossings. One utility crossing problem can translate to raising or lowering an entire utility system. This issue may result in additional costs and time delays, and can typically be minimized or avoided by utilizing this design process.

Our detail assurance system includes preparation of details and cross sections in unusual transition areas or in areas too small to include proper notes, elevations, and slopes. We provide appropriate details and cross sections that clearly identify the challenging areas and call the Contractor's attention to the areas prior to construction. This system helps to minimize bid costs because the challenging areas are clearly delineated and it helps to avoid additional construction costs/schedule delays by providing the appropriate detail for the Contractor to understand how it should be constructed. The details and cross sections are typically specified by the project designer since he has the intimate knowledge of where the challenging areas are located.

Our in-house quality control plan is implemented prior to each formal plan review submittal. We route a set of plans throughout engineering department and through our construction/survey department. This process is beneficial because everyone that reviews the plans looks for specific issues that they have had challenges with in the past. Our engineering department personnel provide a review process based on their experience with regard to design related issues. Our survey department provides a review process based on their experience with regard to construction related issues. This review process is typically performed by two engineers and two land surveyors. This process typically flushes out any issues overlooked by the design team during the design/construction document phase. It also integrates hundreds of years of experience in each quality control review process.

Our construction staking quality control process starts with in-house calculations to verify proposed elevations and slopes on all surface and underground improvements. This process quickly identifies elevations or slopes that are incorrect, typically the result of overlooking a revision or incurring a "typo" during plan preparation or plan revisions. Particular attention is applied to the problem areas described in our quality assurance program. This process identifies potential problems before construction begins, and it helps to identify and eliminate potential problems before construction begins. This process helps keep construction on schedule and helps eliminate construction issues.

EXHIBIT 10-H2 COST PROPOSAL

Consultant NorthStar Engineering Group, Inc.

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. City of Merced On-Call

Contract No. _____

Date: 7/28/2021

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)					
Description of Item	Quantity	Unit	Unit Cost	Total	
Mileage Costs			\$ -	\$	-
Equipment Rental and Supplies			\$ -	\$	-
Permit Fees			\$ -	\$	-
Plan Sheets			\$ -	\$	-
Test Vehicle			\$ -	\$	-
Subconsultant 1:			\$ -	\$	-
Subconsultant 2:			\$ -	\$	-
Subconsultant 3:			\$ -	\$	-
Subconsultant 4:			\$ -	\$	-
Subconsultant 5:			\$ -	\$	-

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES
ACTUAL COST PLUS FIXED FEE LUMP SUM AGREEMENT STATE OF CALIFORNIA AND COST PERCENT OF WORK CONTRACTS

CONTRACT YEAR: 2018-2019
PROJECT NO.: 04-10-001
CONTRACT NO.: 10-001
DATE: 01/15/18
CONTRACT TYPE: Lump Sum Contract

Contract Description: **Local Unlabeled Procedures Manual**
 Project Description: **Local Unlabeled Procedures Manual**
 Project Location: **San Francisco, CA**
 Project Start Date: **01/15/18**
 Project End Date: **12/31/18**
 Project Manager: **John Doe**
 Project Sponsor: **John Doe**
 Project Budget: **\$1,000,000**
 Project Risk: **Low**
 Project Status: **Active**

Item/Classification	Quantity	Unit	Proposed Price		Prevailing Wage Rate		Delta (Diff)		Delta (Diff) %		Labeled Hourly Rate	Labeled Rate	Labeled Rate %	Fixed Fee	Fixed Fee %	Total Price	Total Price %
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price							
Item 1: Material	100	YD	10.00	1000.00	10.00	1000.00	0.00	0.00	0.00	0.00	10.00	1000.00	100.00	0.00	0.00	1000.00	100.00
Item 2: Labor	1000	HR	15.00	15000.00	15.00	15000.00	0.00	0.00	0.00	0.00	15.00	15000.00	150.00	0.00	0.00	15000.00	1500.00
Item 3: Equipment	10	HR	20.00	200.00	20.00	200.00	0.00	0.00	0.00	0.00	20.00	200.00	20.00	0.00	0.00	200.00	20.00
Item 4: Subcontract	1000	HR	10.00	10000.00	10.00	10000.00	0.00	0.00	0.00	0.00	10.00	10000.00	100.00	0.00	0.00	10000.00	1000.00
Item 5: Other	100	HR	5.00	500.00	5.00	500.00	0.00	0.00	0.00	0.00	5.00	500.00	5.00	0.00	0.00	500.00	50.00
TOTAL	3100		15.00	45500.00	15.00	45500.00	0.00	0.00	0.00	0.00	15.00	45500.00	150.00	0.00	0.00	45500.00	4550.00

Notes:
 1. All work is to be completed within the specified time frame.
 2. The contractor shall be responsible for obtaining all necessary permits.
 3. The contractor shall be responsible for obtaining all necessary insurance.
 4. The contractor shall be responsible for obtaining all necessary bonds.
 5. The contractor shall be responsible for obtaining all necessary licenses.
 6. The contractor shall be responsible for obtaining all necessary approvals.
 7. The contractor shall be responsible for obtaining all necessary clearances.
 8. The contractor shall be responsible for obtaining all necessary consents.
 9. The contractor shall be responsible for obtaining all necessary permissions.
 10. The contractor shall be responsible for obtaining all necessary authorizations.

**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: NorthStar Engineering Group, 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 104.55 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * January 1, 2018 to December 31, 2018

* 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

Consultant Annual Certification of Indirect Costs and Financial Management System

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:

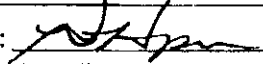
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 0.00 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 one (CA).
- Years of consultant's experience with 48 CFR Part 31 is 11.
- 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**: Kent Hysell Title**: CFO

Signature:  Date of Certification (mm/dd/yyyy): 07/28/2021

Email**: khsell@nseng.net Phone Number**: 209-524-3525

****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

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

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

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

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 _____ Date _____	Official Use _____ Date _____
---------------------------------------------------	--------------------------------------------

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.