

**RETAINER AGREEMENT FOR SPECIAL SERVICES
PURSUANT TO GOVERNMENT CODE 31000**

**MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into this _____ day of _____, 2013 by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Nolte Associates, Inc., located at 200 South Park Road, Suite 350, Hollywood, FL 33021, (hereinafter referred to as "CONSULTANT").

WHEREAS, COUNTY desires to contract with CONSULTANT for special services which generally consist of providing Construction Management Services for the Atwater-Merced Expressway (AME) Project; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform such services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide Construction Management Services for the Atwater-Merced Expressway (AME) Project in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:

Exhibit A: Scope of Consultant Services
Exhibit B: Cost Proposal

2. TERM

The initial term of this Agreement shall commence on the _____ day of _____, 2013, and continue until the 30th day of June, 2017, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE" as specified elsewhere in this Agreement.

3. COMPENSATION

The basis of payment for the services provided under this agreement shall be cost-plus-a-fixed fee.

1. COUNTY shall reimburse CONSULTANT for actual costs (including labor costs, employee benefits, overhead and other direct costs) incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$5,804,877.73 exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the consultant's proposal.
2. In addition to the costs referred in paragraph 1 of this article, the COUNTY shall pay the CONSULTANT a fixed fee of \$240,658.02. Said fixed fee shall not be altered, unless

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there is an alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.

3. The CONSULTANT shall be reimbursed for actual travel expenses incurred in the performance of the work, including the use of private vehicles at the rate of 56.5 cents per mile, while traveling away from consultant's headquarters, which is hereby designated as 7600 Ingram Avenue, Suite 224 Fresno, CA 93711. In addition, consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under State Department of Personnel Administration rules.
4. Total expenditures made under this agreement, including fixed fee shall not exceed the sum of \$6,045,535.75.

No other fees or expenses of any kind shall be paid to CONSULTANT.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONSULTANT and mailed or delivered to the CONSULTANT at:

Company Name: Nolte Associates, Inc.
Address: PO Box 93243
City/State/Zip: Las Vegas, NV 89193-3243

CONSULTANT may request that COUNTY mail the check to CONSULTANT to such other address as CONSULTANT may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. **PRICING CONDITIONS**

COUNTY agrees to pay CONSULTANT for all services required herein as prescribed, based on the proposal included in the attached Scope of Services, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONSULTANT without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$6,045,535.75.

COUNTY shall not be responsible for any charges or expenses incurred by CONSULTANT, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. **TERMS OF PAYMENT**

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

CONSULTANT shall submit monthly itemized invoices for services it has provided and for the amount owed under this Agreement. In addition with the first invoice submitted by the CONSULTANT for payment, CONSULTANT must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf) . Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY address indicated under Section 7, "NOTICES" of this Agreement.

Each invoice must include:

- A. Detail by task the service performed by CONSULTANT.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.

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- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process CONSULTANT'S claim.

Upon approval by COUNTY, the fee due hereunder shall be paid to CONSULTANT within thirty (30) days following receipt of a proper invoice.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONSULTANT shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONSULTANT which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
Steven E. Rough
Merced County DPW
715 Martin Luther King Jr. Way
Merced, CA 95341
(209) 385-7601
(209) 722-7690 (fax)

CONSULTANT
Todd George
Nolte Associates, Inc.
7600 N. Ingram Avenue, Suite 224
Fresno, CA 93711
(559) 661-5220
(559) 492-3457 (fax)

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

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8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONSULTANT pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONSULTANT no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONSULTANT arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONSULTANT may agree, in such circumstance, to a suspension or modification of either party's rights or obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONSULTANT except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONSULTANT prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

The COUNTY may terminate this Agreement for and be relieved of any making any payments to CONSULTANT, and all duties to CONSULTANT should the CONSULTANT fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONSULTANT and the balance, if any, shall be paid to the CONSULTANT upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

12. INSURANCE

- A. Prior to the commencement of work, and as a precondition to this contract, CONSULTANT shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONSULTANT shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of

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termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONSULTANT has a SIR, and if so, CONSULTANT shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidder's business entity, the bidder may request waiver of the automobile and workers compensation insurance requirements.
5. Professional Liability: \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering CONSULTANT'S wrongful acts, error and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers, except for professional liability, rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County Risk Manager.
2. Each of the above required policies shall be endorsed to provide the COUNTY with 10 days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONSULTANT to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), CONSULTANT shall defend (with legal counsel reasonably acceptable to the COUNTY), indemnify and hold harmless the COUNTY and its officers, agents, departments, officials, representatives and employees from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of CONSULTANT or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control.

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The provisions of this section are not limited by the provisions of this Agreement related to insurance.

Enforcement Costs. The CONSULTANT agrees to pay any and all costs the COUNTY incurs enforcing the indemnity and defense provisions set forth in the section related to Indemnification.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONSULTANT is an independent contractor in the performance of the work duties and obligations devolving upon CONSULTANT under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONSULTANT shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONSULTANT shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes any contributions or premiums imposed or required by workers' compensation; any unemployment insurance, social security, income tax, and any other obligations from statutes or codes applying to CONSULTANT, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONSULTANT, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONSULTANT shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the COUNTY shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONSULTANT shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection shall be borne by the CONSULTANT.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. CONSULTANT may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

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17. QUALITY OF SERVICE

CONSULTANT shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently used by such profession in similar circumstances, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY as provided in this Agreement are expressly conditioned upon CONSULTANT'S compliance with the provisions of the contract to the personal satisfaction of the COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONSULTANT.

21. LAWS, LICENSE, PERMITS AND REGULATIONS

The CONSULTANT and the COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to CONSULTANT and COUNTY, their subgrantees, contractors, or subcontractor, and their work.

CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED EFFECT OF WAIVER OR PAYMENTS

In no event shall the making, by the COUNTY, of any payment to CONSULTANT constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by the COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

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23. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if CONSULTANT fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONSULTANT will, on demand, fully reimburse the COUNTY for all such expenditures. Alternatively, the COUNTY, at its option, may deduct from any funds owed to CONSULTANT the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

27. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONSULTANT agrees that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONSULTANT agrees that no COUNTY officer or employee, in a position in the COUNTY that enables them to influence this Agreement, will have any direct or indirect financial interest resulting from this Agreement. CONSULTANT agrees that no COUNTY employee shall have any relationship to the CONSULTANT or officer or employee of the CONSULTANT, nor that any such person will be employed by CONSULTANT in the performance of this Agreement without immediate divulgence or such fact to the COUNTY.

28. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONSULTANT and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such

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discrimination and harassment.

CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

29. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

30. SUBCONTRACTS - ASSIGNMENT

CONSULTANT shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by COUNTY. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONSULTANT hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, materials, or services by the CONSULTANT for sale to the COUNTY pursuant to this Agreement.

31. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONSULTANT from the COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

32. DUPLICATE COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

The Agreement shall be deemed executed when it has been signed by both parties.

33. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

34. SPECIAL CONTRACT PROVISIONS

The following contract provisions are added in order to comply with general requirements established by Caltrans. If any portion of the following provisions conflict with any other provision of this Agreement for Special Services, the more stringent provisions shall apply.

- A. **Retention of Records/Audit:** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
- B. **Cost Principles**
 - 1. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
 - 2. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - 3. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.
- C. **Contingent Fee:** The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- D. **Documentation:** CONSULTANT shall document the results of the work to the satisfaction of Merced County, and if applicable, Caltrans and the Federal Highway Administration (FHWA). This may include preparation of progress and final reports, plans, specifications and estimates or similar evidence of attainment of agreement objectives.

All documents and supporting technical reports shall be prepared to conform to the latest format approved by Caltrans or other pertinent regulatory agency.

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E. Ownership of Documents/Data:

1. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
2. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
3. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
4. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
5. The CONSULTANT is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the COUNTY of the machine readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the CONSULTANT.
6. Documents prepared by CONSULTANT as part of this contract shall not be subject to copyrighting by CONSULTANT. The COUNTY, Caltrans and the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
7. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

F. Prevailing Wage Rates: The State of California's General Prevailing Wage Rates are applicable to this contract. Since no federal funds are being used, the Federal "Payment of Predetermined Minimum Wage" does not apply to this contract.

G. Subcontractors:

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors

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is an independent obligation from the Agency's obligation to make payments to the Contractor.

2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

H. Prompt Payment of Funds Withheld to Subcontractors

No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

I. DBE/UDBE Participation: Since this project is not receiving federal funds, Disadvantaged Business Enterprises (DBE or UDBE) Participation is not required. Therefore, the COUNTY has not established a DBE Goal for this contract. However the CONSULTANT is encouraged to obtain DBE participation. Additional information on DBE/UDBE participation requirements can be found in Chapter 10 of the Caltrans Local Assistance Procedures Manual.

J. Prohibition of Expending COUNTY, State, or Federal Funds for Lobbying:

1. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard

Initial 

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.
- K. Debarment and Suspension Certification (Title 49, Code of Federal Regulations, Part 29): The CONSULTANT, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
 3. Does not have a proposed debarment pending; and,
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, attach the exceptions to this agreement. Exceptions will not necessarily result in denial of approval of contract, but will be considered in determining CONSULTANT responsibility. For any exceptions attached to this agreement, indicate to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions. This certification is part of the contract. Signing this contract shall also constitute signature of this certification.

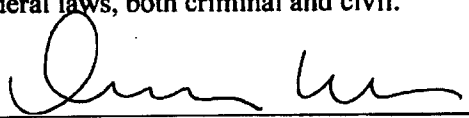
Certification of Consultant
Commissions & Fees

I HEREBY CERTIFY that I am the CEO, and duly authorized representative of the firm of Nolte Associates, Inc., whose address is 200 South Park Road, Suite 350 Hollywood, FL 33021, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

4/16/13
(Date)


Dickerson Wright, CEO (Signature)

Initial DW

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director of Public Works of Merced County, and that the consulting firm of Nolte Associates, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

Dana S. Hertfelder
Director of Public Works

COUNTY

Deidre F. Kelsey, Chairman
Merced County Board of Supervisors

Dated

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

By _____
Deputy

jlr

CONSULTANT



Dickerson Wright
CEO

4/16/13

Dated

R:\WP\CONTRACT\FILES\2013\Const. Mngt Firm AME Project (NV5).docx

EXHIBIT A

SCOPE OF CONSULTANT SERVICES

Atwater Merced Expressway – Merced County

DESCRIPTION OF PROJECT

Provide construction management services including construction observation, materials testing, and contract administration for the Atwater Merced Expressway project (as depicted in Project Plans and Provisions signed by the Project Engineer on January 2, 2013 and provided by Merced County to Nolte Associates on March 5, 2013).

Nolte Associates shall furnish a licensed Civil Engineer as Construction Manager during the contract period. Nolte Associates will also provide structural observation services, roadway observation services, survey quality assurance, materials testing and support staff, as needed, during the course of the construction.

The County of Merced (County) will, or has, arranged for the relocation of utilities. Nolte Associates will assist with the coordination and relocation of all utilities with the utility companies and the Contractor. The construction Contractor will be required to perform the construction staking for the project, and will also be required to provide a Resident Engineers Office for the project construction duration

Nolte Associates' Construction Manager will oversee the review of construction observations and major contract items such as construction change orders and claims.

The Construction Manager shall be responsible for coordination with the County of Merced and shall act as the key point of contact with the County. The Construction Manager shall also be responsible for coordination of the Construction Management staff and will oversee the daily interaction with the Contractor, the County, and other public agencies.

Nolte Associates shall complete the following contract administrative services.

Task 1: Pre-Construction & Bid Services

Task 1.1: Review Project Documents & Perform Constructability Review

During the bid advertising period, and if requested by the County, the Nolte Associates Team will perform a constructability review of all contract documents including the plans, specifications, engineer's estimate, schedule, RE pending file, Environmental Impact Report and Geotechnical Report. In doing so, we will look for ambiguities, omissions, and constructability issues. We will identify crucial aspects such as measurement and payment clauses, lane closure charts, staging details, bridge sequencing, and submittal review times. Upon our completion, we

will meet with the County and Mark Thomas & Company, Inc. to; discuss the review comments; vet possible revisions, additions and/or deletions; and recommend any possible addenda and/or contract change orders.

Task 1.2: Bid Support and Evaluation

The Nolte Associates Team will assist the County throughout the bidding process. Although the County will be responsible for administering the bidding process, Nolte Associates will assist by maintaining a log of bidder inquiries, routing questions to the proper reviewer and/or respond as appropriate, assist in distributing responses to the bidders, and assist in preparing and distributing addenda to be issued to the bidders. After the County has received and opened bids, the Nolte Associates Team will recommend and assist in awarding the contract to lowest responsive bidder. Activities include checking references, evaluating each bid for compliance with the contract documents, completeness of scope, mathematical correctness, appropriate license and bond conformance.

Task 1.3: Kick-Off Meeting

The Nolte Associates Team will attend a meeting with the County, Mark Thomas & Company, Inc., and the contractor to discuss the design, schedule, and to coordinate responsibilities of the team. Other topics of the meeting will include contract administration procedures, submittal management, review times, procedures for change order concurrence, and general lines of communication between the parties. We will also discuss lane closure notification/approval, relation with Caltrans, coordination with County staff and status of utility relocations. If not already completed, we will coordinate the distribution of the contract documents and clarifications to the contractor.

Task 1.4: Establish Project Procedures/Construction Management Plan (CM Plan)

In preparing for the start of construction, the Nolte Associates Team will establish project procedures by producing a Construction Management (CM) Plan. The CM Plan will be used to establish project procedures specific to your project and will be consistent with the project specifications and the Construction Contracts Administration information as presented in the Caltrans Local Assistance Procedures Manual. We will submit a draft CM Plan to the County for comment and final acceptance prior to its use.

Task 1.5: Pre-Construction Meeting

The Nolte Associates Team will hold a pre-construction conference with the construction contractor, the County, Mark Thomas & Company, Inc., Caltrans, utilities and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. We will prepare and distribute an agenda and will keep and circulate meeting minutes.

Task 2: Construction Services

Task 2.1: Project Coordination and Correspondence

Task 2.1.1: Interaction with County Staff,

Mark Thomas & Company, Inc., Caltrans, and other Stakeholders

The Nolte Associates Team will act as a liaison between stakeholders and leverage our existing relationships to provide effective and timely communications and resolutions. We will be the main point of contact to coordinate the work of the contractor with the responsibilities of the construction management team, County staff, Mark Thomas, and/or Caltrans. To assist the project team in serving this role, our key personnel will utilize onsite personal computers networked via the internet to the County project manager, Mark Thomas & Company, Inc., construction management field offices, and appropriate agencies.

Task 2.1.2: Coordination with Caltrans

The County has an Encroachment Permit and Cooperative Agreement with Caltrans to perform the work under this contract. As a general overview, the Nolte Associates Team will:

- Obtain Caltrans concurrence for all CCOs having a dollar value in excess of \$100,000 within the State Right-of-Way
- Be responsive to the concerns of Caltrans personnel
- Coordinate lane/ramp closures with Caltrans Regional Traffic Management Center
- Obtain a list of State-furnished materials
- Work with the Caltrans Materials Laboratory for all State-released manufactured materials furnished by Caltrans
- Coordinate salvage of State-furnished materials
- Coordinate final punch lists and approval of completed work
- Submit applicable documents to Caltrans at project completion

Task 2.1.3: Utility Coordination

The Nolte Associates Team will take a proactive approach in verifying utility relocation schedules prior to start of construction by coordinating with the County and utilities companies. For utilities installed as part of the contract, we will facilitate utility coordination meetings with the contractor and the utility companies as a method to keep utility delay issues at a minimum.

Task 2.1.4: Coordination with Union Pacific Railroad

The demolition of existing southbound SR 99 and interchange embankment construction may encroach within 25 feet of the Union Pacific Railroad. If so, the Nolte Associates Team will take the lead to provide and verify safety training for all on-site staff, coordinate contractor's scheduled operations, verify flaggers and observe work for conformance with terms of the encroachment permit.

Task 2.1.5: Public Outreach

Working with VRPA Technologies, we will develop and implement an organized, inclusive public involvement program. As part of the public involvement program, we will:

- Hold general public meetings
- Setup and maintain a project website
- Conduct ground breaking and ribbon cutting ceremonies
- Participate in MAC Meetings as necessary
- Issue press releases

- Develop and distribute door hangers as necessary

The Nolte Associates Team will take the lead in responding to comments and complaints relating to construction activities. We will coordinate with the contractor to make sure that required notifications are in place prior to specific operations affecting public convenience.

Task 2.1.6: Progress Meetings

The Nolte Associates Team will hold regular weekly or bi-weekly progress meetings with the contractor, their appropriate subcontractors and the County (at their option) to review construction progress. Monthly meetings, to specifically discuss scheduling, will also be held to identify work completed and activities for the coming month. We will keep and distribute minutes of the meetings that assign action items and responsibilities and document project trends.

Task 2.1.7: Bi-Monthly Reporting to County Project Manager

Bi-monthly status reports will be prepared and submitted to the County project manager. The report will include: progress to date; status of submittals and change orders; potential claims; summary statement of working days; revised construction cost estimates, and current cash flow reports and estimated forecast of expenditures.

Task 2.2: Project Administration and Documentation

Task 2.2.1: Document Control

When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork to inform, change, expedite, and provide a permanent record. The Nolte Associates Team will serve as the focal point responsible for the coordination of the required documents. All contract files will be in accordance with the Final CM Plan and consistent with Caltrans requirements. Contract files will be kept current and on-site at all times.

Task 2.2.2: Schedule Review

Working with Wayne Toring, the Nolte Associates Team will review the contractor's baseline schedule and schedule updates as required by the project Special Provisions. The baseline schedule analysis will include determining if the critical path is correct, the activity durations are reasonable, the interrelation between activities is accurate, and the overall logic is realistic. We will use the approved baseline schedule to evaluate potential delays and workaround strategies to mitigate delay impacts. As work progresses, the monthly schedule updates will be reviewed for accuracy against the project records. We will also confirm that all weather days, change orders and work re-sequencing are included so that impacts to the critical path can be accurately assessed.

Task 2.2.3: Statement of Working Days

The Nolte Associates Team will prepare a record of weather conditions, controlling item(s), and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow him an opportunity to dispute the statement.

Task 2.2.4: Submittal Management

The Nolte Associates Team will manage the contractor's submittals during construction. The status of submittals will be accounted for in the submittal log. We will review submittals if appropriate and/or forward them to Mark Thomas & Company, Inc., and the County. If necessary, the Nolte Associates Team will conduct meetings with the contractor and reviewing parties to discuss and resolve issues. A short list of expected submittals includes:

- Construction Schedule
- Labor Compliance
- Traffic Control Plans
- SWPPP
- Safety Program
- Falsework Review
- Asphalt Concrete Review
- Portland Cement Concrete Review
- Material Submittals
- Mill Test Reports
- Pile Placing Plan
- Pre-Stress Shop Drawings
- Sign Shop Drawings
- Signal Shop Drawings
- Trenching and Shoring

Task 2.2.5: Request for Information Management

The Nolte Associates Team will manage contractor-requested design clarifications during construction. The status of RFIs will be accounted for in the RFI log. All clarifications are to be presented in writing by the contractor. We will respond when appropriate. RFIs which might impact the design intent will be submitted to Mark Thomas & Company, Inc.. If necessary, Nolte Associates will conduct meetings with the contractor and other parties to discuss and resolve requests for information.

Task 2.2.6: Change Order Management & Cost Control

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Prior to requesting County approval, all contract change orders will be evaluated by the Nolte Associates Team. The review will include:

- Keeping the County project manager informed on status of all CCOs;
- Maintaining a log of proposed CCOs, indicating action dates and status;
- Determining if the condition is actually a changed condition and documenting rationale;
- Coordinating with the County and Mark Thomas & Company, Inc. regarding impacts on the design;
- Obtaining Caltrans concurrence for all CCOs within the State right-of-way;
- Evaluating contractor's CCO cost estimate and schedule impacts, negotiating as required;
- Accurately documenting labor, equipment and materials used on force account work;
- Preparing CCO documentation for County and contractor signatures;
- Processing and incorporating the CCO into the progress payment breakdown.

Task 2.2.7: Monthly Payment Review and Cost Control

The Nolte Associates Team will review applications for payment with the contractor and negotiate any differences between the amount requested and the engineer's estimate for work completed. The estimate will include a systematic determination of the quantities of work completed and their values. Information from the construction management team's field data will include measurements of bid items on the project cost breakdowns. This data will be used to assist with determining the monthly progress payments. Payments will be processed through the County project manager.

The Nolte Associates Team will develop and implement a cost control and reporting program acceptable to the County. This program will provide continuous monitoring of the estimated construction cost verses the actual construction costs to date, and will forecast expenditures needed to complete the work. A narrative analysis, cash flow reports and forecasts will be presented to the County in our bi-monthly report. We will also track and report the construction management budget in a similar fashion.

Task 2.2.8: Labor Compliance

The Nolte Associates Team shall assist the County with labor compliance by receiving and logging certified payrolls and any other labor documentation that is submitted by the contractor and subcontractors. Copies of the contractor's certified payrolls along with copies of our daily diaries showing names of contractor's or subcontractor's personnel on the site along with the number of hours worked each day will be provided to the County for its comprehensive labor compliance review. Additionally, periodic information provided by the contractor or subcontractors, such as a fringe benefits statement, will also be copied and provided. If required, the Nolte Associates Team will track, collect, and review the contractor's UDBE reports for compliance with his stated goals.

Task 2.2.9: Claims Management

The Nolte Associates Team will take the lead in the resolution of any contract claims for the project during the construction contract period. We will keep current logs of Notice of Potential Claims, and will prepare documents and supporting evidence regarding claims. Information on each individual Notice of Potential Claim will be kept separately in the project files. Documentation and arguments will also be assembled into a report and submitted to the County for review and use. The Nolte Associates Team will be available to provide additional claims resolution support if further action is required. Claims resolution work, if any, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 2.3: Construction Observation, Inspection and Testing

Several forms of documentation and correspondence will be used during this project. The Nolte Associates Team will use records, such as videotaping and still photographs (in electronic format), to document existing conditions, major features, and construction progress. In addition to the forms required by the County and Caltrans, we will keep and submit daily diaries. The resident engineer will review these diaries and summarize the information in the monthly status report.

Task 2.3.1: Field Inspection

The Nolte Associates Team serves as the front line of quality assurance of the contractor's work and as the eyes and ears to identify potential problems such as utility conflicts, schedule issues, and design ambiguities, before they occur. Primary inspection services will include the following:

- Provide day-to-day written inspection reports on all activities performed by the contractor;
- Determine if work complies with contract documents, County standards, Caltrans requirements, and project permits and approve/reject work accordingly;
- Document work performed, manpower, and extra work through daily diaries;
- Verify contractor is implementing safety plan and safe practices in accordance with OSHA regulations.
- Schedule Quality Assurance material testing with BTC Labs and Kleinfelder and coordinate corrective measures as required for failing materials;
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor;
- Perform quantity calculations based on completed work for Progress Payments;
- Take progress photos of the work and field conditions;
- Prepare punch list and update as-built records as the work progresses;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner.

Task 2.3.2: Materials Testing, Quality Assurance Testing & Source Inspection

To efficiently perform materials testing and source inspections, Nolte Associates has teamed with two firms, BTC Labs and Kleinfelder. They will follow the Quality Management Plan (QMP), Source Inspection Quality Management Plan (SIQMP) and Caltrans Construction Manual for testing and accepting materials incorporated into the work. Materials will be accepted in one of four ways: tested in the field, source inspected, accepted by the Resident Engineer, or supplied by the State. Acceptance for use in the work is outlined as follows:

- *Field Materials Testing:* BTC Labs and Kleinfelder will perform contract required materials testing. Materials testing will include material compliance sampling and testing per project specifications, SIQMP Appendix E - List of Verification Tests, and the Caltrans Local Assistance Procedures Manual (LAPM-Exhibit 16-R) "Frequency Tables". Some of the anticipated field materials are as follows:
 - Import Borrow
 - Utility Trench Backfill
 - Structure Backfill
 - Unsuitable Material to Remove and Replace
 - Cast-in-Place Concrete
 - Aggregate Base
 - Jointed Plain Concrete Pavement
 - Asphalt Concrete Pavement

- *Source Inspection and Testing:* BTC Labs and Kleinfelder will perform contract required source inspections and testing in accordance with the SIQMP and Caltrans Local Assistance Procedures Manual. Some of the anticipated source inspections are as follows:
 - Sign panels and structures
 - Steel H piles
 - Precast Concrete Structures
 - Prestress Strands
 - Traffic Signal Poles
 - Changeable Message Sign and Structure

- *Materials Accepted by Resident Engineer:* Certain manufactured materials will be accepted by the resident engineer based on the manufacturer's Certificate of Compliance, data sheet and test reports. The Nolte Associates Team will obtain and complete all certifications, reports and forms prior to these materials being incorporated into the work. Some of these anticipated materials are as follows:
 - Road Signage
 - Masonry Block
 - Chain Link Fence
 - Drainage Structures
 - Curing Compound
 - Bar Reinforcing Steel
 - Metal Beam Guardrail
 - Wires/cables/conduit/fittings/pull boxes

- *State Furnished Materials:* The Nolte Associates Team will monitor the progress of all materials to be furnished by Caltrans to facilitate a timely delivery. Once delivered, we will coordinate storage, protection and security until they are incorporated into the work. Anticipated State furnished materials are as follows:
 - Controller Assemblies and Cabinets
 - Battery Backup Systems

Task 2.3.3: Storm Water Pollution Prevention Plan (SWPPP) Monitoring

While SWPPP compliance is the contractor's responsibility, the Nolte Associates Team will provide a Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) to provide day-to-day monitoring. In addition we have partnered with Montgomery & Associates to provide supplemental expertise in SWPPP review, BMP implementation, effluent sampling and analysis and reporting on the SMARTS system.

SWPPP monitoring services include:

- Conducting a SWPPP pre-submittal conference;
- Reviewing contractor's SWPPP;
- Verifying contractor has taken responsibility for SWPPP in the SMARTS system;

- Verifying appropriate and effective BMPs are in place;
- Documenting ineffective BMPs and recommending changes;
- Verifying inspections, documentation and sampling is in accordance with the GCP;
- Verifying compliance with approved SWPPP, recommending changes and verifying that amendment is created and logged in the SMARTS system;
- Verifying illicit discharges, if any, are reported;
- Verifying annual report has been filed on the SMARTS system.

Task 2.3.4: Traffic Control

The Nolte Associates Team will review the contractor's traffic control plans prior to scheduled construction stage/operation. These plans will be reviewed in relation to the Staging Plans and the Project Schedule for possible conflicts. In addition, our reviews will take into account local businesses and any adjacent ongoing construction projects which could be affected. Once the resident engineer determines that the plan is acceptable, we will forward to the County for final review and acceptance. Once in place, the Nolte Associates Team will review the traffic control plan in the field to verify proper implementation and monitor its effectiveness. We will make recommended changes as necessary.

Task 2.3.5: Construction Staking and Quantity Verification

Although construction staking will be the responsibility of the contractor, the Nolte Associates Team will provide a licensed land surveyor to confirm the contractor's staking is accurate. In particular, we will provide the following:

- Confirmation that contractor's surveying is being performed in accordance with the latest Caltrans Survey Manual;
- Verification that control used to establish roadway subgrade, bridge centerline, and bents is based on Project Primary Control;
- Verification of offset stakes for bents prior to construction;
- Other miscellaneous construction staking verification;
- Verify existing ground line elevations for verifying accuracy of earthwork calculations.

Task 2.3.6: Interaction with Environmental Monitoring

Although environmental monitoring will be the responsibility of the contractor, the Nolte Associates Team will provide continuous monitoring of the contractor's administration and oversight of the Mitigation Monitoring Program. We will work with the Biological Monitor to help ensure compliance with the following anticipated agencies/permits:

- Regional Water Quality Control Board 401 Certification, NPDES
- US Fish and Wildlife Service Biological Opinion
- California Department of Fish and Game 1600 Permit (Streambed Alteration Agreement)
- US Army Corps of Engineers 404 Permit
- Central Valley Flood Protection Board
- San Joaquin Valley Air Pollution Control District

Our environmental monitoring services are as follows:

- Verify and document results of pre-construction surveys
- Assist in review and process of dust control plan
- Verify and participate in the Worker Environmental Awareness Program, including trainings
- Observe and document removal of hazardous materials from site
- Monitor vegetation removal, BMP implementation, erosion control measures, and ESA fencing installation and removal
- Assist Biological Monitor in determining compliance with project permits
- Coordinate with Biological Monitor to review current operations and complete log in/out sheet
- Review reports prior to submittal to the County

Task 3: Post-Construction and Project Closeout Services

Task 3.1: Perform Final Inspection & Issue Notice of Completion

Items to be corrected or furnished by the construction contractor before project acceptance will be put in the form of a punch list as the work nears completion. With input from the County, Mark Thomas & Company, Inc., Caltrans and other affected agencies, the Nolte Associates Team will prepare the punchlist. Upon satisfactory completion of all elements of construction and deliverables, we will submit a Notice of Final Completion to the contractor, thus relieving him from further maintenance. Upon issuance of final acceptance, we will receive the contractor's warranty letter, review it for compliance with the contract documents, and submit it to the County.

Task 3.2: Prepare and Recommend Final Payment Request

After acceptance, the Nolte Associates Team will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the County in negotiating final settlement with the contractor and process the final estimate.

Task 3.3: Review and Submit As-Built

At the Project's completion, the Nolte Associates Team will receive the contractor's prepared as-built drawings and perform a final review for completion against our record drawings. Final as-built drawings will be submitted to Mark Thomas & Company, Inc. for final processing.

Task 3.4: Prepare Final Reports

Following the completion of work, the Nolte Associates Team will assist the County with completing the necessary final reports as indicated in Chapter 17 "Project Completion" of the Caltrans Local Assistance Procedures Manual.

Task 3.5: Deliver Project Files

Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the Caltrans Construction Manual procedures and delivered to the County.

COMPLETION SCHEDULE

Nolte Associates shall be bound by the requirements of the Agreement from the start of pre-construction services commencing in May 2013, until conclusion of post-construction services. It is understood that the Contract Provisions allows 600 working days for Contract completion.

The fee estimate assumes the construction contract commences in August 2013 and progresses to completion without suspension or time extension within the 600 working days provided within the construction contract.

In the event that the County Project Manager requires additional Construction Management services above the value established in the attached fee estimate; or the Construction Contract duration exceeds 600 working days, Nolte Associates will remain onsite and provide continuous Construction Management services. However, these services shall be considered as additional services, are above and beyond the scope and fee estimate of this contract, and shall be paid on a cost plus fixed fee basis as set forth by the appropriate hourly wages, mark-up, and profit shown in the attached fee estimate. In addition, should the County request additional services not included in the contract, Nolte Associates can provide those services. They shall also be considered as additional services, to be paid on a cost plus fixed fee basis.

FEE SCHEDULE

Compensation to provide Construction Management services required for the construction observation and administration for the subject construction project as detailed in this Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel and reimburseables at the rates included herein. Nolte Associates' Cost Proposal for \$6,045,535.75, included as an attachment herein, is based on the following:

- The Contractor will provide a Resident Engineer's Office for Nolte Associates Field staff at the project site. Nolte Associates' Proposal does not include costs for a field office.
- The Contractor will provide construction staking for the project as indicated in Task 2.3.5. Nolte Associates' Proposal includes quality assurance surveying only.
- The actual cost to perform Source Inspection services has been estimated at \$110,000. As the location of fabrication facilities for items subject to Source Inspection are unknown at the time of the execution of this contract, and will be determined by the Contractor at a later date, the actual cost to perform Source Inspection was based on the assumption that the fabrication facilities will be located within 65 miles of a Kleinfelder or BTC lab facility. If the actual location of the fabrication facilities selected by the Contractor differ substantially from that assumed, and the cost to provide Source Inspection increases as a result, they shall be considered as additional services, to be paid on a cost plus fixed fee basis.

Date: 3/29/2013

Total Direct Labor Costs \$1,198,770.72

| | | |
|-----------------|---------------|--------------|
| Fringe Benefits | Rate | |
| | <u>30.81%</u> | \$369,341.26 |

Total Indirect Costs \$1,105,865.99

| | | |
|------------|-------|--------------|
| FIXED FEE: | 9.00% | \$240,658.02 |
|------------|-------|--------------|

| | |
|--------------------------|--------------|
| Total Other Direct Costs | \$351,566.55 |
|--------------------------|--------------|

| | |
|---|-----------------------|
| Subcontractor Costs (attach detailed cost proposal in the same format as the prime contractor for all subcontractors, including subcontractors of subcontractors) | \$2,779,333.22 |
| Total Costs | \$6,045,535.75 |

Consultant Name: **Nolte Associates, Inc. (a Subsidiary of NV5)**Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$1,163,858.46 | / | 20772 | = | \$56.03 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$56.03 | + | 3% | = | \$57.71 | Year 2 - Avg Hrly Rate |
| Year 2 \$57.71 | + | 3% | = | \$59.44 | Year 3 - Avg Hrly Rate |
| Year 3 \$59.44 | + | 3% | = | \$61.23 | Year 4 - Avg Hrly Rate |
| Year 4 \$61.23 | + | 3% | = | \$63.06 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|---------|------------------------|
| Year 1 34.0% | * | 20772 | = | 7062.48 | Estimated Hours Year 1 |
| Year 2 33.0% | * | 20772 | = | 6854.76 | Estimated Hours Year 2 |
| Year 3 33.0% | * | 20772 | = | 6854.76 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 20772 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 20772 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 20772 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|----------------|-------------------------------------|
| Year 1 \$56.03 | * | 7062.48 | = | \$395,711.88 | * |
| Year 2 \$57.71 | * | 6854.76 | = | \$395,595.49 | |
| Year 3 \$59.44 | * | 6854.76 | = | \$407,463.36 | |
| Year 4 \$61.23 | * | 0 | = | \$0.00 | |
| Year 5 \$63.06 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$1,198,770.72 | |
| Direct Labor Subtotal before escalation | | | | \$1,163,858.46 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$34,912.26 | Estimated total Salary Increases |

Contract No. Atwater-Merced Expressway (AME)
 Consultant Quincy Engineering

Date: 3/29/2013

DIRECT LABOR

| <u>Classification</u> | <u>Name</u> | <u>Hours</u> | <u>Hrly Rate</u> | <u>Total</u> |
|-----------------------|--------------|--------------|------------------|--------------|
| Technical Resource | Mark Reno | 300 @ | \$72.17 | \$21,651.00 |
| Technical Resource | TBD | 80 @ | \$56.10 | \$4,488.00 |
| Asst Structure Rep | Leland Mason | 3360 @ | \$53.77 | \$180,667.20 |
| Asst Structure Rep | TBD | 3240 @ | \$43.73 | \$141,685.20 |
| Field Inspector | TBD | 1881 @ | \$43.73 | \$82,256.13 |
| Field Inspector | TBD | 681 @ | \$63.01 | \$42,909.81 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |

9542

Salary Increases

3%

\$473,657.34

\$14,208.30

\$487,865.64

Rate

Fringe Benefits

0.00%

\$0.00

Total Fringe Benefits

\$0.00

Indirect Coss

Overhead

178.90%

\$872,791.63

General and Administrative

0.00%

\$0.00

\$872,791.63

FIXED FEE:

9%

\$122,459.15

Other Direct Costs

| | <u>Quantity</u> | <u>Unit</u> | <u>Rate</u> | |
|------------------------|-----------------|-------------|--------------|----------------|
| Per Diem | 57 | Month @ | 1500 | = \$85,500.00 |
| Field Vehicle | 57 | Month @ | 1400 | = \$79,800.00 |
| Prevailing Wage Delta | 1 | LS @ | \$ 27,448.56 | = \$ 27,448.56 |
| Field Computer/Printer | 0 | EA @ | 200 | = \$0.00 |
| Field Cell Phone | 0 | EA @ | 120 | = \$0.00 |
| | | @ | | = \$0.00 |

Total Other Direct Costs \$192,748.56

Subcontractor Costs

\$0.00

Total Costs

\$1,675,864.98

Consultant Name: Quincy Engineering

Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$473,657.34 | / | 9542 | = | \$49.64 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$49.64 | + | 3% | = | \$51.13 | Year 2 - Avg Hrly Rate |
| Year 2 \$51.13 | + | 3% | = | \$52.66 | Year 3 - Avg Hrly Rate |
| Year 3 \$52.66 | + | 3% | = | \$54.24 | Year 4 - Avg Hrly Rate |
| Year 4 \$54.24 | + | 3% | = | \$55.87 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|---------|------------------------|
| Year 1 34.0% | * | 9542 | = | 3244.28 | Estimated Hours Year 1 |
| Year 2 33.0% | * | 9542 | = | 3148.86 | Estimated Hours Year 2 |
| Year 3 33.0% | * | 9542 | = | 3148.86 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 9542 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 9542 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 9542 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|--------------|-------------------------------------|
| Year 1 \$49.64 | * | 3244.28 | = | \$161,043.50 | * |
| Year 2 \$51.13 | * | 3148.86 | = | \$160,996.13 | |
| Year 3 \$52.66 | * | 3148.86 | = | \$165,826.01 | |
| Year 4 \$54.24 | * | 0 | = | \$0.00 | |
| Year 5 \$55.87 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$487,865.64 | |
| Direct Labor Subtotal before escalation | | | | \$473,657.34 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$14,208.30 | Estimated total Salary Increases |

Consultant Name: **Bardini Consulting**

Sample Salary

Increases Calculation

Exhibit 10-H Sample Cost Proposal

Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$63,630.00 | / | 909 | = | \$70.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$70.00 | + | 3% | = | \$72.10 | Year 2 - Avg Hrly Rate |
| Year 2 \$72.10 | + | 3% | = | \$74.26 | Year 3 - Avg Hrly Rate |
| Year 3 \$74.26 | + | 3% | = | \$76.49 | Year 4 - Avg Hrly Rate |
| Year 4 \$76.49 | + | 3% | = | \$78.79 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|--------|------------------------|
| Year 1 34.0% | * | 909 | = | 309.06 | Estimated Hours Year 1 |
| Year 2 33.0% | * | 909 | = | 299.97 | Estimated Hours Year 2 |
| Year 3 33.0% | * | 909 | = | 299.97 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 909 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 909 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 909 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|---------------------------------------|---|---------------------------------------|---|-------------|---|
| Year 1 \$70.00 | * | 309.06 | = | \$21,634.20 | * |
| Year 2 \$72.10 | * | 299.97 | = | \$21,627.84 | |
| Year 3 \$74.26 | * | 299.97 | = | \$22,276.67 | |
| Year 4 \$76.49 | * | 0 | = | \$0.00 | |
| Year 5 \$78.79 | * | 0 | = | \$0.00 | |

Estimated Direct Labor Costs With Escalation \$65,538.71

Direct Labor Subtotal before escalation \$63,630.00

Recalculated Escalation w/o Overhead Rate & Fees

\$1,908.71

Estimated total
Salary Increases

Date: 3/29/2013

\$79,135.23

Consultant Name: VRPA

Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$24,000.83 | / | 555 | = | \$43.24 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$43.24 | + | 3% | = | \$44.54 | Year 2 - Avg Hrly Rate |
| Year 2 \$44.54 | + | 3% | = | \$45.88 | Year 3 - Avg Hrly Rate |
| Year 3 \$45.88 | + | 3% | = | \$47.25 | Year 4 - Avg Hrly Rate |
| Year 4 \$47.25 | + | 3% | = | \$48.67 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|-----|------------------------|
| Year 1 40.0% | * | 555 | = | 222 | Estimated Hours Year 1 |
| Year 2 40.0% | * | 555 | = | 222 | Estimated Hours Year 2 |
| Year 3 20.0% | * | 555 | = | 111 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 555 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 555 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 555 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|-------------|-------------------------------------|
| Year 1 \$43.24 | * | 222 | = | \$9,600.33 | * |
| Year 2 \$44.54 | * | 222 | = | \$9,888.34 | |
| Year 3 \$45.88 | * | 111 | = | \$5,092.50 | |
| Year 4 \$47.25 | * | 0 | = | \$0.00 | |
| Year 5 \$48.67 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$24,581.17 | |
| Direct Labor Subtotal before escalation | | | | \$24,000.83 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$580.34 | Estimated total Salary Increases |

Contract No. Atwater-Merced Expressway (AME)
 Consultant Montgomery & Associates

Date: 3/29/2013

DIRECT LABOR

| <u>Classification</u> | <u>Name</u> | <u>Hours</u> | <u>Hrly Rate</u> | <u>Total</u> |
|---------------------------|-------------------|------------------|------------------|--------------|
| WPCM/Principal | Gerald Montgomery | 112 @ | \$65.00 | \$7,280.00 |
| QSD/QSP Inspector | Michael Wathen | 224 @ | \$48.46 | \$10,855.04 |
| QSD/QSP Engineer | Jorge Beltran, PE | 160 @ | \$40.38 | \$6,460.80 |
| Sr Permit Compliance Tech | Kayla Conrad | 448 @ | \$11.54 | \$5,169.92 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 944 | | \$29,765.76 |
| | | Salary Increases | 3% | \$811.71 |
| | | | | \$30,577.47 |

| | | |
|-----------------------|--------|------------|
| Fringe Benefits | Rate | |
| | 10.22% | \$3,125.02 |
| Total Fringe Benefits | | \$3,125.02 |

Indirect Coss

| | | |
|----------------------------|---------|-------------|
| Overhead | 0.00% | \$0.00 |
| General and Administrative | 172.00% | \$52,593.25 |
| | | \$52,593.25 |

FIXED FEE: 9% \$7,766.62

Other Direct Costs

| | <u>Quantity</u> | <u>Unit</u> | <u>Rate</u> | |
|--------------------------|-----------------|-------------|-------------|--------------|
| Copies | 3000 | EA @ | 0.06 | = \$180.00 |
| Mileage | 9000 | Miles @ | 0.55 | = \$4,950.00 |
| | | @ | 0 | = \$0.00 |
| | | @ | 0 | = \$0.00 |
| | | @ | 0 | = \$0.00 |
| Total Other Direct Costs | | | | \$5,130.00 |

Subcontractor Costs \$0.00

Total Costs \$99,192.35

Consultant Name: **Montgomery & Associates**Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$29,765.76 | / | 944 | = | \$31.53 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$31.53 | + | 3% | = | \$32.48 | Year 2 - Avg Hrly Rate |
| Year 2 \$32.48 | + | 3% | = | \$33.45 | Year 3 - Avg Hrly Rate |
| Year 3 \$33.45 | + | 3% | = | \$34.46 | Year 4 - Avg Hrly Rate |
| Year 4 \$34.46 | + | 3% | = | \$35.49 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|-------|------------------------|
| Year 1 40.0% | * | 944 | = | 377.6 | Estimated Hours Year 1 |
| Year 2 30.0% | * | 944 | = | 283.2 | Estimated Hours Year 2 |
| Year 3 30.0% | * | 944 | = | 283.2 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 944 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 944 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 944 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|-------------|-------------------------------------|
| Year 1 \$31.53 | * | 377.6 | = | \$11,906.30 | * |
| Year 2 \$32.48 | * | 283.2 | = | \$9,197.62 | |
| Year 3 \$33.45 | * | 283.2 | = | \$9,473.55 | |
| Year 4 \$34.46 | * | 0 | = | \$0.00 | |
| Year 5 \$35.49 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$30,577.47 | |
| Direct Labor Subtotal before escalation | | | | \$29,765.76 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$811.71 | Estimated total Salary Increases |

Date: 3/29/2013

[illegible]

Rate
30.00%

Total Fringe Benefits

| | | |
|----------------------------|--------------|-----------------|
| Overhead | 23.00% | \$7,578.48 |
| General and Administrative | <u>2.00%</u> | <u>\$659.00</u> |
| | | \$8,237.48 |

| | | |
|------------|----|------------|
| FIXED FEE: | 9% | \$4,596.51 |
|------------|----|------------|

[illegible]

| | |
|---------------------|--------|
| Subcontractor Costs | \$0.00 |
|---------------------|--------|

| | |
|-------------|-------------|
| Total Costs | \$60,548.89 |
|-------------|-------------|

Local Assistance Procedures Manual

Exhibit 10-H

Consultant Name: Wayne Toring

Sample Salary

Increases Calculation

Exhibit 10-H Sample Cost Proposal

Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$31,680.00 | / | 576 | = | \$55.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$55.00 | + | 3% | = | \$56.65 | Year 2 - Avg Hrly Rate |
| Year 2 \$56.65 | + | 3% | = | \$58.35 | Year 3 - Avg Hrly Rate |
| Year 3 \$58.35 | + | 3% | = | \$60.10 | Year 4 - Avg Hrly Rate |
| Year 4 \$60.10 | + | 3% | = | \$61.90 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|---|--------|------------------------|
| Year 1 22.0% | * | 576 | = | 126.72 | Estimated Hours Year 1 |
| Year 2 24.0% | * | 576 | = | 138.24 | Estimated Hours Year 2 |
| Year 3 54.0% | * | 576 | = | 311.04 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 576 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 576 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | Total | | 576 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|-------------|-------------------------------------|
| Year 1 \$55.00 | * | 126.72 | = | \$6,969.60 | * |
| Year 2 \$56.65 | * | 138.24 | = | \$7,831.30 | |
| Year 3 \$58.35 | * | 311.04 | = | \$18,149.03 | |
| Year 4 \$60.10 | * | 0 | = | \$0.00 | |
| Year 5 \$61.90 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$32,949.92 | |
| Direct Labor Subtotal before escalation | | | | \$31,680.00 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$1,269.92 | Estimated total Salary Increases |

Date: 3/29/2013

\$350,000.00

Consultant Name: BTC (a Subsidiary of NV5)

Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$0.00 | / | 0 | = | #DIV/0! | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| #DIV/0! | + | 3% | = | #DIV/0! | Year 2 - Avg Hrly Rate |
| #DIV/0! | + | 3% | = | #DIV/0! | Year 3 - Avg Hrly Rate |
| #DIV/0! | + | 3% | = | #DIV/0! | Year 4 - Avg Hrly Rate |
| #DIV/0! | + | 3% | = | #DIV/0! | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|---|------------------------|
| Year 1 25.0% | * | 0 | = | 0 | Estimated Hours Year 1 |
| Year 2 50.0% | * | 0 | = | 0 | Estimated Hours Year 2 |
| Year 3 25.0% | * | 0 | = | 0 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 0 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 0 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 0 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|-----------|-------------------------------------|
| #DIV/0! | * | 0 | = | #DIV/0! * | |
| #DIV/0! | * | 0 | = | #DIV/0! | |
| #DIV/0! | * | 0 | = | #DIV/0! | |
| #DIV/0! | * | 0 | = | #DIV/0! | |
| #DIV/0! | * | 0 | = | #DIV/0! | |
| Estimated Direct Labor Costs With Escalation | | | | #DIV/0! | |
| Direct Labor Subtotal before escalation | | | | \$0.00 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | #DIV/0! | Estimated total Salary Increases |

| | |
|--------------|---------------------------------|
| Contract No. | Atwater-Merced Expressway (AME) |
| Consultant | Kleinfelder |

Date: 3/29/2013

| Classification | Name | Hours | Hrly Rate | Total |
|----------------------------|-------|-----------------------|-----------|---------------------------------------|
| Testing Technician | TBD | 765 @ | \$38.27 | \$29,276.55 |
| Source Inspetor | TBD | 160 @ | \$40.87 | \$6,539.20 |
| Admin Support | TBD | 90 @ | \$22.03 | \$1,982.70 |
| Project Manager | TBD | 90 @ | \$48.82 | \$4,393.80 |
| Engineering Support | TBD | 45 @ | \$67.30 | \$3,028.50 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 0 @ | \$0.00 | \$0.00 |
| | | 1150 | | \$45,220.75 |
| | | Salary Increases | 3% | \$1,366.80 |
| | | | | \$46,587.55 |
| Fringe Benefits | | Rate | | |
| | | 0.00% | | \$0.00 |
| | | Total Fringe Benefits | | \$0.00 |
| Indirect Coss | | | | |
| Overhead | | 178.94% | | \$83,363.76 |
| General and Administrative | | 0.00% | | \$0.00 |
| | | | | \$83,363.76 |
| FIXED FEE: | 7.75% | | | \$10,071.23 |
| Other Direct Costs | | Quantity | Unit | Rate |
| Unit Test Method Costs | | 1 | LS | @ 209070.67 = \$209,070.67 |
| | | | | @ = \$0.00 |
| | | | | @ = \$0.00 |
| | | | | @ = \$0.00 |
| | | | | @ = \$0.00 |
| | | | | Total Other Direct Costs \$209,070.67 |
| Subcontractor Costs | | | | \$0.00 |
| Total Costs | | | | \$349,093.21 |

Consultant Name: Kleinfelder

Exhibit 10-H Sample Cost Proposal
Anticipated Salary Increases

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| DL Subtotal per Cost Proposal | | Total Hours per Cost Proposal | | Avg Hourly Rate | |
|----------------------------------|---|----------------------------------|---|-----------------|------------------------|
| \$45,220.75 | / | 1150 | = | \$39.32 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| Avg hourly Rates | | Proposed Escalation | | | |
|------------------|---|---------------------|---|---------|------------------------|
| Year 1 \$39.32 | + | 3% | = | \$40.50 | Year 2 - Avg Hrly Rate |
| Year 2 \$40.50 | + | 3% | = | \$41.72 | Year 3 - Avg Hrly Rate |
| Year 3 \$41.72 | + | 3% | = | \$42.97 | Year 4 - Avg Hrly Rate |
| Year 4 \$42.97 | + | 3% | = | \$44.26 | Year 5 - Avg Hrly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| Estimated % of DL Completed Each Year | | Total Hours per Cost Proposal | | | |
|--|---|----------------------------------|-------|-------|------------------------|
| Year 1 25.0% | * | 1150 | = | 287.5 | Estimated Hours Year 1 |
| Year 2 50.0% | * | 1150 | = | 575 | Estimated Hours Year 2 |
| Year 3 25.0% | * | 1150 | = | 287.5 | Estimated Hours Year 3 |
| Year 4 0.0% | * | 1150 | = | 0 | Estimated Hours Year 4 |
| Year 5 0.0% | * | 1150 | = | 0 | Estimated Hours Year 5 |
| Total 100.0% | | | Total | 1150 | hrs |

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

| Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | | |
|--|---|---------------------------------------|---|-------------|-------------------------------------|
| Year 1 \$39.32 | * | 287.5 | = | \$11,305.19 | * |
| Year 2 \$40.50 | * | 575 | = | \$23,288.69 | |
| Year 3 \$41.72 | * | 287.5 | = | \$11,993.67 | |
| Year 4 \$42.97 | * | 0 | = | \$0.00 | |
| Year 5 \$44.26 | * | 0 | = | \$0.00 | |
| Estimated Direct Labor Costs With Escalation | | | | \$46,587.55 | |
| Direct Labor Subtotal before escalation | | | | \$45,220.75 | |
| Recalculated Escalation w/o Overhead Rate & Fees | | | | \$1,366.80 | Estimated total Salary Increases |