

DELEGATION OF AUTHORITY (DOA) COVER SHEET

TO BE COMPLETED BY DEPARTMENT/AGENCY

Department Submitting: Roads & Airports Department Fiscal Year: 2023

Original DOA Approval (Attach Copy): BOS Mtg Date 12/14/2021 Agenda # 93 Leg File # 108442

Office of County Contracting Exception/Exemption Approval: ☐ Applicable (Attach Copy if applicable)

Contractor's Name: Conсор North America, Inc. (formerly Quincy Engineering, Inc.)

Contact Name: Tony Arata

Contact Number: 408-573-2404

Processing Requirements (Specific instructions to the OBA Analyst for distribution of approved copies):

Amount of this Agreement: \$ - 0 -

Max Amount of the Delegation: \$50,000

End Date of the Delegation: 12/31/24

Total Approved Delegation: \$50,000
(including this Amendment)

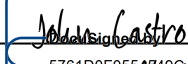
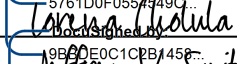
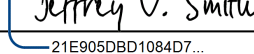
Date Needed: _____ Comments: 5th Amendment to Agreement updating consultant from Quincy Engineering to Conсор North America, Inc. for the Uvas Creek Bridge Replacement Project.

TO BE COMPLETED BY COUNTY COUNSEL, OBA ANALYST, AND OFFICE OF THE COUNTY EXECUTIVE:

Approved by County Counsel for form and legality Yes ☐ No ☐

Recommended for Approval by OBA Yes ☐ No ☐

Approved by Office of the County Executive Yes ☐ No ☐

DocuSigned by:	Name/Date
	6/28/2023
	6/28/2023
	6/29/2023

County Counsel Comments:

OBA Comments:

Office of the County Executive Comments:

Upon execution of agreement, forward a copy and any subsequent amendment(s) to: delegations@cob.sccgov.org, together with the delegation of authority transmittal. Department retains original copy of agreement on file.

- b. Approve recommendation from the Consumer and Environmental Protection Agency to modify Weed Abatement Program fees changing the Annual Inspection fee from \$84 to \$91; the Second Inspection fee from \$466 to \$505; and the Contract Work fee from \$809 to \$858.

90 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 91. Approve Consent to Assignment, allowing GreenWaste Recovery, Inc. (GreenWaste), to assign its rights and obligations under the Franchise Agreement between GreenWaste and the County of Santa Clara for Garbage Collection District South to MIP V Waste, LLC, a company that will be acquiring a 100 percent interest in GreenWaste, that has been reviewed and approved by County Counsel as to form and legality. (ID# 108604)**

91 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

Roads and Airports Department

- 92. Ratify Grant Application submitted by Director, Roads and Airports Department to Valley Transportation Authority relating to grant funding for 2016 Measure B Funding in the Highway Category for the US 101/State Route 25 Santa Teresa Boulevard Extension Project in the amount of \$25,000,000 for period Fiscal Year 2022-2023. (ID# 108548)**

92 RESULT: RATIFIED [UNANIMOUS]

MOVER: Mike Wasserman, President

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

- 93. Consider recommendations relating to Fourth Amendment to Professional Services Agreement (PSA) for professional engineering services with Quincy Engineers, Inc. (ID# 108442)**

Possible action:

- a. Approve Fourth Amendment to PSA with Quincy Engineers, Inc., relating to providing professional engineering services for the replacement of Uvas Creek Bridge on Uvas Road (Bridge No. 37C0094), increasing the maximum contract amount by \$120,000 from \$800,000 to \$920,000, and extending the Agreement for a 36-month period through December 31, 2024, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of

Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

- b. Authorize the County Executive, or designee, to be the Owner's Authorized Representative to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the PSA, including issuance of Project Agreements for services during the term of the PSA and increase of the maximum compensation limit by up to \$50,000, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2024.

93 RESULT: APPROVED [UNANIMOUS]

MOVER: Mike Wasserman, President

SECONDER: Otto Lee, Supervisor

AYES: Wasserman, Chavez, Lee, Ellenberg, Simitian

Facilities and Fleet Department

94. Consider recommendations relating to best value Job Order Contracts (JOCs). (ID# 107292)

Possible action:

- a. Authorize the County Executive, or designee, to issue a Prequalification Package for contractors seeking to bid on County of Santa Clara JOCs.
- b. Authorize the County Executive, or designee, to determine the pool of prequalified contractors based on the approved Contractor Prequalification Package and to conduct a determination appeal hearing if necessary.
- c. Approve the Facilities and Fleet Department (FAF) and County of Santa Clara Health System (CSCHS) Best Value JOC Request for Proposal (RFP) Project Manuals relating to the Fiscal Year (FY) 2021-2022 Backlog Programs and other Board-approved Projects.
- d. Approve delegation of authority to the County Executive, or designee, to release up to ten individual RFPs for Best Value JOCs, using the approved FAF and CSCHS Best Value JOC RFP Project Manuals, to address FY 2021-2022 Backlog Programs and other Board-approved Projects in a total amount not to exceed \$30,000,000 for period November 2021 through June 2022. Delegation of authority shall expire on June 30, 2022.
- e. Approve delegation of authority to the County Executive, or designee, to receive proposals for individual RFPs from prequalified bidders at the Facilities and Fleet Department at 2310 North First Street, Second Floor, Suite 200, San Jose. Delegation of authority shall expire on June 30, 2022.

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND CONSOR NORTH AMERICA, INC. FOR PROFESSIONAL ENGINEERING SERVICES
FOR REPLACEMENT OF UVAS CREEK BRIDGE (37C0094)
(NEW NO. 37C0600) ON UVAS ROAD**

Federal Project No. BRLO 5937(123)

THIS FIFTH AMENDMENT (“Fifth Amendment”) is made and entered into the date it is fully executed by and between County of Santa Clara, a political subdivision of the State of California (“County”), and, Consor North America, Inc., as approved assignee of Quincy Engineering, Inc., a California Corporation (“Consultant”).

WHEREAS, County and Consultant entered into an agreement, dated May 11, 2010, for engineering and other professional technical services for Replacement of Uvas Creek Bridge (37C0094) on Uvas Road (“Agreement”);

WHEREAS, the Agreement has previously been amended four times, and presently has a maximum compensation limit of \$920,000, and a term through December 31, 2024;

WHEREAS, Quincy Engineering, Inc. has assigned to Consor North America, Inc., effective October 3, 2022, the Agreement (as amended);

WHEREAS, the Agreement at Paragraph D of Article IV, “CONSULTANT’S PERSONNEL” authorizes the Director of the Roads and Airports Department (“Department”), or designee, to approve amendments to ATTACHMENT D – CONSULTANT’S KEY PERSONNEL AND SUB-CONSULTANTS;

WHEREAS, the Agreement at Paragraph B of Article V, “COMPENSATION” Department’s Director, or designee, to approve amendments to ATTACHMENT E1 – CONSULTANT’S HOURLY RATE SCHEDULE; and,

WHEREAS, the parties wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, THE COUNTY AND THE CONSULTANT agree as follows:

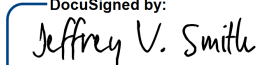
1. **ATTACHMENT D – CONSULTANT’S KEY PERSONNEL AND SUB-CONSULTANTS**, is replaced in its entirety with **ATTACHMENT D (REV. 02/08/2023)**, attached hereto and incorporated by reference.
2. **ATTACHMENT E1 – CONSULTANT’S HOURLY RATE SCHEUDLE**, is modified to include **ATTACHMENT E-1 (REV. 02/08/2023)** attached hereto and incorporated by reference.
3. **COVID-19 REQUIREMENTS**. Consultant shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at

<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Consultant shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Attachment M. Consultant shall comply with the requirements of this Section for the entire term of this Project Agreement. Consultant shall comply with all reasonable requests by County for documentation demonstrating Consultant’s compliance with this Section. Failure by Consultant to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Project Agreement, and the County may, in its sole discretion terminate this Project Agreement immediately or take other action as the County may determine to be appropriate.

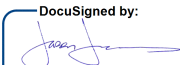
4. Except as modified by the foregoing, all other terms, conditions and stipulations of the Agreement remain in full force and effect. If there is a conflict between the Fifth Amendment and any other part of the Agreement, as previously amended, then this Fifth Amendment shall control.
5. By signing below, each signatory warrants and represents that they executed this Fifth Amendment, in their authorized capacity, that they have the authority to bind the entity or person for whom they sign to contractual obligations and that, by their signature, the entity or person on behalf of which they acted executed this Fifth Amendment.
6. This Amendment shall not be construed more strongly against either party regardless of who is responsible for its preparation.
7. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have entered into this Fifth Amendment and it is effective on the date signed by all parties.

COUNTY OF SANTA CLARA

By:  6/29/2023
DocuSigned by:
 Jeffrey V. Smith, M.D., J.D. Date
 County Executive

CONSULTANT

By:  6/12/2023
DocuSigned by:
 Jason Jurens Date
 California Regional Manager
 Consor North America, Inc.

SIGNATURES CONTINUE ON NEXT PAGE

By: DocuSigned by: Harry Freitas 6/29/2023
6DC28884CB2D46D...
Harry Freitas
Director, Roads and
Airports Department
Date

Approved as to form and legality:

DocuSigned by: John Castro 6/28/2023
5761D0F0554549C...
John A. Castro
Deputy County Counsel
Date

Attachments:

- 1) Attachment D (Rev. 02/08/2023)
- 2) Attachment E-1 (Rev. 02/08/2023)
- 3) Attachment M - Covid Compliance

ATTACHMENT D - CONSULTANT'S KEY PERSONNEL AND SUB-CONSULTANTS
Rev. 02/08/2023

- A. CONSULTANT declares that the following key personnel will be provided for the PROJECT:

NAME	TITLE
<u>Carolyn Davis</u>	<u>Senior Project Manager</u>
<u>Krassimir Panatoyov</u>	<u>Project Engineer</u>
<u>Scott McCauley</u>	<u>Project Engineer</u>
<u> </u>	<u> </u>
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- B. CONSULTANT will employ SUB-CONSULTANTS it deems appropriate to the complexity and nature of the required Services and said SUB-CONSULTANTS must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. CONSULTANT must obtain DEPARTMENT's approval of all SUB-CONSULTANTS. Upon DEPARTMENT's request, CONSULTANT must provide copies of all SUB-CONSULTANT contract Agreements.

Discipline/Specialty: Environmental
 Name of SUB-CONSULTANT: David J. Powers & Associates, Inc.
 Address: 1871 The Alameda, Suite 200, San Jose, CA 95126
 Phone: (408) 454-3424 Fax:
 Name of Contact: John Hesler
 E-mail Address: jhesler@davidjpowers.com

Discipline/Specialty: Geotechnical
 Name of SUB-CONSULTANT: Parikh Consultants, Inc.
 Address: 1497 North Milpitas Boulevard, Milpitas CA 95035
 Phone: (408) 452-9000 Fax:
 Name of Contact: David Wang
 E-mail Address: dwang@parikhet.com

Discipline/Specialty: Environmental
 Name of SUB-CONSULTANT: LSA
 Address: 1504 Eureka Road Suite 310 Roseville, CA 95661
 Phone: 916-844-2847 Fax:
 Name of Contact: Edward Hemming
 E-mail Address: edward.hemming@lsa.net

Discipline/Specialty:	<u>Hydraulics/Water Quality and Drainage</u>	
Name of SUB-CONSULTANT:	<u>HDR/WRECO</u>	
Address:	<u>3003 Oak Road, Walnut Creek, CA 94597</u>	
Phone:	<u>925.941.0017 x201</u>	Fax: <u> </u>
Name of Contact:	<u>Han-Bin Liang</u>	
E-mail Address	<u>hanbin_liang@wreco.com</u>	
Discipline/Specialty:	<u>Biologist</u>	
Name of SUB-CONSULTANT:	<u>H. T. Harvey & Associates</u>	
Address:	<u>983 University Avenue, Building D, Los Gatos, CA 95032</u>	
Phone:	<u>408-458-3200</u>	Fax: <u>408-458-3210</u>
Name of Contact:	<u>Karin Hunsicker</u>	
E-mail Address	<u>khunsicker@harveyecology.com</u>	

- C. None of the above named staff or SUB-CONSULTANTs shall be replaced without the approval of the DEPARTMENT's Project Manager. If CONSULTANT's Project Manager or any other designated key staff person or SUB-CONSULTANT fails to perform to the satisfaction of the DEPARTMENT, on written notice from DEPARTMENT's Project Manager, CONSULTANT will have fifteen (15) calendar days to remove that person from the PROJECT and provide a replacement acceptable to the DEPARTMENT.
- D. The DEPARTMENT's Director or his designee may approve any revisions to CONSULTANT's key personnel or designated SUB-CONSULTANT as an administrative modification to this Agreement.

ATTACHMENT E-1

H.T. Harvey & Associates – Rev 02/08/2023

Maximum Hourly Rates for FY 2023 and 2024
(01/01/2023—12/31/2024)

Personnel Classification	2023 Billing Rate	2024 Billing Rate
Principal	\$ 369.65	\$ 388.13
Senior Associate Ecologist	\$210.54	\$221.07
Associate Ecologist	\$192.06	\$201.66
Senior Ecologist 2	\$175.18	\$183.94
Senior Ecologist 1	\$159.11	\$167.06
Ecologist 2	\$145.45	\$152.72
Ecologist 1	\$132.59	\$139.22
Field Biologist 2	\$118.93	\$124.88
Field Biologist 1	\$106.97	\$112.32
Senior GIS Analyst	\$192.06	\$201.66
GIS Analyst	\$145.45	\$152.72
Senior Technical Editor	\$175.18	\$183.94
Technical Editor	\$145.45	\$152.72
Senior Technical Support	\$159.11	\$167.06
Technical Support	\$107.81	\$113.20
Clerical Support	\$76.89	\$80.73
Deposition and Testimony	Two times standard rate	
Subcontractual Consultants	Cost	
Direct Expenses	Cost	
Transportation	Current IRS Federal Standard Mileage Rate (65.5¢ / mile as of January 2023)	
Travel (Cost)	~ \$319/day (based on federal per diem rate)	
Field Equipment Operation	Variable	

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:	Name of Contractor representative:
Conсор North America, Inc.	Carolyn Davis
Contractor phone number:	Contractor email address:
916-368-9181	carolyn.davis@consoreng.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:

- i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Carolyn Davis

Senior Project Manager

Name of authorized representative of
Contractor

Title



Signature

6/8/2023

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.