

County of Santa Clara
Roads and Airports Department



10762

DATE: May 11, 2010

TO: Board of Supervisors

FROM: Keyboard Keyboard,

SUBJECT: Professional Engineering Services Agreement with Quincy Engineering for Professional Engineerin

RECOMMENDED ACTION

* 60. Professional Engineering Services Agreement with Quincy Engineering for Professional Engineering Services Relating to Replacement of Uvas Creek Bridge (37C-094) on Uvas Road, Federal Project Number BRLO-5937(123)

Consider recommendations relating to Professional Services Agreement (PSA) with Quincy Engineering Inc., for design and construction engineering services for the Replacement of Uvas Creek Bridge (37C-094) Project, Federal Project Number BRLO-5937(123).

Possible action:

- a. Approve PSA with Quincy Engineering Inc., relating to providing design and construction engineering services for Replacement of Uvas Creek Bridge (37C-094) Project on Uvas Road, in an amount not to exceed \$400,000 for period May 11, 2010 through December 31, 2012.
- b. Authorize the Director, Roads and Airports Department, to be the Owner's Authorized Representative to execute Project Agreements for services during the term of the PSA, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive, and to perform other administrative functions pursuant to the PSA.
- c. Approve delegation of authority to the Director, Roads and Airports Department, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the PSA with Quincy Engineering Inc., including, if necessary, extensions to the PSA expiration date and increases to the maximum compensation amount up to \$20,000 to an amount not to exceed \$420,000, 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, 2012.

Refer to the attached transmittal document

LINKS:

- Referenced By: 65269 : Consider recommendations related to Amendments to Professional Engineering Services Agreements (PSA) with Biggs Cardosa Associates, Inc., and Quincy Engineering, Inc., to provide additional engineering services relating to bridge replacements on Uvas Road.
Original Agreement
- Referenced By: 78840 : Consider recommendations related to Amendments to Professional Services Agreements (PSA) with Biggs Cardosa Associates, Inc., and Quincy Engineering, Inc., to provide additional engineering services relating to bridge replacements on Uvas Road.
Original Agreement
- Referenced By: 93985 : Consider recommendations relating to Amendments to Professional Services Agreements (PSA) with Biggs Cardosa Associates, Inc., and Quincy Engineering, Inc., to provide additional engineering services relating to bridge replacements on Uvas Road.
Quincy Service Agreement
- Linked From: 108442 : Consider recommendations relating to Fourth Amendment to Professional Services Agreement (PSA) for professional engineering services with Quincy Engineers, Inc.
- Linked From: 118894 : Consider recommendations relating to Sixth Amendment to Professional Services Agreement (PSA) for professional engineering services with Consor North Americas, Inc. (Formerly Quincy Engineers, Inc.)

ATTACHMENTS:

- (Transmittal submitted on Apr 29, 2010 3:09:42 PM - PDF Version) (Minutes Attachment) (PDF)
- Executed Service Agreement with Quincy Engineering Inc(Agreements and Amendments) (Minutes Attachment) (PDF)
- Letter to Quincy Engineering(Miscellaneous) (Minutes Attachment) (PDF)
- Service Agreement with Quincy Engineering Inc(Agreements and Amendments) (Agenda Attachment) (PDF)

AGREEMENT
BETWEEN
COUNTY OF SANTA CLARA
AND
QUINCY ENGINEERING INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
REPLACEMENT OF UVAS CREEK BRIDGE
(37C0094) ON UVAS ROAD

Federal Project No. BRLO-5937(123)

MAY 2010

Approved

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I

Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge (37C-094) Project – May 2010.

PS&E/Fed-Aid/Specific Project-07/20/06 Rev. 06/23/2009

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Approved

II

Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge (37C-094) Project – May 2010.

PS&E/Fed-Aid/Specific Project-07/20/06 Rev. 06/23/2009

**AGREEMENT
BETWEEN
COUNTY OF SANTA CLARA
AND
QUINCY ENGINEERING INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
REPLACEMENT OF UVAS CREEK BRIDGE (37C-094) ON UVAS ROAD**

This Agreement is made and entered into as of the date it is fully executed between County of Santa Clara (COUNTY), a political subdivision of the State of California, and Quincy Engineering Inc., a California Corporation, located at 3247 Ramos Circle, Sacramento, CA. 95827 (CONSULTANT).

WHEREAS, the COUNTY's Roads and Airports Department (DEPARTMENT), is the administrative, planning, and engineering staff for COUNTY, and provides the lead management role for road-related project improvements; and

WHEREAS, the DEPARTMENT was authorized by the Board of Supervisors to select a professional consultant in accordance with Board-approved policies on contracting with consultants for professional services, and in accordance therewith, the COUNTY now desires to contract with CONSULTANT to provide engineering and other professional technical services for the **Replacement of Uvas Creek Bridge (37C-094) on Uvas Road** (PROJECT) in the County of Santa Clara.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

I. DESCRIPTION OF PROJECT

- A. The PROJECT, which is the subject of this Agreement, is located in the County of Santa Clara, 0.6 miles south of Croy Road. This project consists of the replacement of the Uvas Creek Bridge (37C-094) on Uvas Road. The CONSULTANT will prepare

Plans, Specifications & Estimates (PS&E), preliminary and final bridge design, prepare contract documents, assist during bidding phase, and provide consultation services during construction, all as described in the attachment A.

- B. In the performance of its tasks, the CONSULTANT must exercise that degree of professional skill, efficiency, and judgment ordinarily employed by other similarly skilled consultants in accordance with the standard of care generally recognized as applying to CONSULTANT's area of specialty in the State of California. The CONSULTANT will cooperate with and coordinate all of its activities with the DEPARTMENT's Project Manager, or other COUNTY staff as directed by the DEPARTMENT's Project Manager.

II. SCOPE OF SERVICES

A. GENERAL

CONSULTANT's services are described in Attachment A – Scope of Work. CONSULTANT will provide professional engineering and technical services in the areas of environmental, hydraulics, geotechnical, highway design and structures, as necessary to accomplish the work tasks described in Attachment A - Scope of Work.

B. PROJECT SCHEDULE

CONSULTANT will provide the services according to the schedule for performance described in Attachment B - Project Schedule. Time is the essence of this Agreement.

C. DELIVERABLES

1. CONSULTANT shall deliver to the DEPARTMENT's Project Manager the Deliverables in the forms and quantities indicated in Attachment C - Deliverables and in accordance with Attachment B - Project Schedule.
2. If CONSULTANT fails to submit the required Deliverable items set forth in this Section or in Attachment C - Deliverables, the DEPARTMENT shall have the right to elect an appropriate remedy including withholding payment, and/or to terminate this Agreement, in accordance with Article X - Termination of Agreement.
3. Computer-generated documents to be furnished electronically to the

DEPARTMENT shall be in IBM PC/MS/ DOS compatible, Compact Disk (CD), Microsoft Excel, Microsoft Word, AutoCAD 2005s, as applicable.

D. MEETINGS

In addition to the PROJECT site visits and periodic progress meetings required under Attachment A – Scope of Work, and when notified, the CONSULTANT shall attend meetings with COUNTY's officials and staff, commissions and user groups as required for the performance of CONSULTANT's services pursuant to this Agreement. The DEPARTMENT's Project Manager shall coordinate all meetings between the CONSULTANT and the COUNTY's staff, officials and others as appropriate.

E. PROJECT PROGRESS

1. To ensure an understanding of the PROJECT objectives, progress meetings between the DEPARTMENT and CONSULTANT shall be held at the request of the Department's Project Manager in accordance with the scope of work as described in Attachment A.
2. CONSULTANT shall prepare, for each progress meeting, a meeting agenda, an updated PROJECT schedule, including any pertinent information requested by the DEPARTMENT's Project Manager or any action required of the DEPARTMENT or others.
3. CONSULTANT shall attend a total of four (4) design review meetings at each submittal level of the Plans, Specifications, and Estimates (PS&E) to resolve outstanding items of the design review comments. CONSULTANT shall prepare for each of these meetings a list of review comments, generated from the review of the PS&E by DEPARTMENT and others, which highlight action taken by CONSULTANT or require further classification and discussion with respective reviewers.
4. CONSULTANT shall submit to the DEPARTMENT as part of the monthly invoices a report of the tasks performed as specified in Article V – Compensation.

Approved

F. DESIGN STANDARDS

A. DESIGN STANDARDS

The Deliverables prepared by the CONSULTANT pursuant to this Agreement shall be prepared in accordance with the COUNTY'S regulations, policies and procedures, and in compliance with the following:

1. The US Customary Unit System shall be used in all working papers and construction contract documents.
2. All design work shall be in accordance with the most current version of the following:
 - (a) American Association of State Highway & Transportation Officials (AASHTO) Standards,
 - (b) ADA & Pedestrian Facilities Standards,
 - (c) AASHTO LRFD Bridge Design Specifications with Caltrans Blue Sheets Amendments,
 - (d) Caltrans Bridge Design Aids Manual,
 - (e) Caltrans Bridge Design Details Manual,
 - (f) Caltrans Bridge Memo to Designers,
 - (g) Caltrans Bridge Design Practice Manual,
 - (h) Caltrans Bridge Design Specifications Manual,
 - (i) Caltrans Flexible Pavement Structural Section Design Manual,
 - (j) Caltrans Highway Design Manual,
 - (k) Caltrans Traffic Manual,
 - (l) Caltrans Seismic Design Criteria Manual,
 - (m) Caltrans Standard Plans & Specifications,
 - (n) Caltrans Standard Signs Manual,
 - (o) Caltrans Structural Detailing Standards Manual,
 - (p) County of Santa Clara Bicycle Accommodation Guidelines
 - (q) County of Santa Clara Standard Details and Specifications Manuals,
 - (r) Highway Capacity Manual,
 - (s) California Manual on Uniform Traffic Control Devices,
 - (t) National Electrical Codes (NEC),
 - (u) Flexible Pavement Structural Section Design Guide for California Cities & Counties,
 - (v) National Pollutant Discharge Elimination System (NPDES) Permit Requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program,
 - (w) National Transportation Communications for ITS Protocol (NTCIP) Standards.
3. CONSULTANT shall prepare construction contract Plans, Specifications and Estimates in conformance with current edition of Caltrans' Guide for Submittal of Plans, Specifications & Estimates and with the DEPARTMENT's latest Standard

Details and Standard Specifications manuals supplemented by Caltrans' latest State Standard Plans and Standard Specifications.

4. Construction contract details shall be prepared using DEPARTMENT's standard plan sheet format. Construction contract specifications shall be developed using DEPARTMENT-formatted Special Provisions template. The bid items shall be prepared using the Bid Schedule format contained in DEPARTMENT-provided Special Provisions template. DEPARTMENT will supply the CONSULTANT with the electronic plan sheet format and Special Provisions template.
5. Construction contract bid items developed for the PROJECT shall be substantiated by calculations which shall be made available to the DEPARTMENT's Project Manager upon request.

G. SUPPORT SERVICES

1. CONSTRUCTION BIDDING PHASE

- (a) The PROJECT advertisement for bids and bid evaluation are primarily the responsibilities of the DEPARTMENT.
- (b) While the PROJECT is being advertised for bids, all questions concerning the bid documents must be referred to the DEPARTMENT's Project Manager. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, and at the request of the DEPARTMENT's Project Manager, the CONSULTANT shall analyze items and provide recommendation within the specified time frame for decision by the DEPARTMENT's Project Manager. As appropriate and at the DEPARTMENT's sole discretion, action taken shall be in the form of an addendum prepared by the CONSULTANT, if directed by the DEPARTMENT's Project Manager, and issued by the DEPARTMENT.
- (c) Upon opening of bids, CONSULTANT may be called upon to assist in the evaluation of bids. In such event, at the request of the DEPARTMENT's Project Manager, CONSULTANT shall expedite the review of bids and provide a recommendation within the specified time frame for decision by the DEPARTMENT's Project Manager.

2. CONSTRUCTION PHASE

- (a) CONSULTANT shall attend the pre-construction meeting and weekly construction meetings at the request of the DEPARTMENT's Project Manager.

- (b) CONSULTANT shall visit the job site for on-site review of construction as it deems appropriate and as otherwise required or requested by the DEPARTMENT's Project Manager. CONSULTANT shall bring to the attention of the DEPARTMENT's Project Manager any defects or deficiencies in the work by the COUNTY'S construction contractor. CONSULTANT shall not issue any instructions to the COUNTY'S construction contractor.
- (c) If errors are found in Consultant's design, plans or specifications, CONSULTANT shall furnish all necessary additional drawings for corrections or clarifications and will prepare information for the County to issue change orders. Such drawings shall be requested in writing by the COUNTY, and shall be provided at no additional cost to the COUNTY. The original tracings of the drawings and contract wording for change orders shall be submitted to the DEPARTMENT's Project Manager for distribution.
- (d) CONSULTANT shall review and provide comments on all submittals and/or shop drawings submitted by the construction contractor as requested by the DEPARTMENT's Project Manager.
- (e) CONSULTANT shall provide engineering support service for design-related issues and/or unforeseen conditions on an as-needed basis during construction as requested by the DEPARTMENT's Project Manager.
- (f) CONSULTANT shall prepare the necessary written recommendations, drawings, calculations, and/or specifications and furnish them to the DEPARTMENT's Project Manager within 3 working days of the request.

All work performed under items (a), (b), (d), (e) and (f) shall be in conformance to Section VII Additional Services of this Agreement.

III. RESPONSIBILITIES OF THE DEPARTMENT

- A. The DEPARTMENT has designated *Hosalli Gangadhara* as Project Manager who will serve as a central point of contact to perform overall project management duties, such as administering CONSULTANT's contract, monitoring PROJECT's progress and

coordinating with other DEPARTMENT's staff .

B. The DEPARTMENT will provide the following:

1. Record/as-built drawings as available of existing improvements in County jurisdiction,
2. Field survey and right-of-way engineering services, utility location/information,
3. Property appraisal, acquisition and related services. If any, Traffic data and analysis,
4. Construction administration and Inspection, and
5. Utility coordination.

IV. CONSULTANT'S PERSONNEL

- A. CONSULTANT will provide all qualified personnel required to perform the services under this Agreement. CONSULTANT's key personnel are listed on Attachment D – Consultant's Key Personnel and Sub-consultants.
- B. CONSULTANT may retain sub-consultants for any appropriate portion of the PROJECT's work. The designated sub-consultants are listed on Attachment D – Consultant's Key Personnel and Sub-consultants.
- C. CONSULTANT's key personnel and sub-consultants as listed on Attachment D shall be assigned to perform work for the duration of the PROJECT.
- 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.

V. COMPENSATION

- A. COUNTY's maximum compensation limit for services under this Agreement is the not-to-exceed amount of \$400,000.00. This maximum compensation limit includes services authorized under Article VII – Additional Services.
- B. The CONSULTANT's Fee Schedule per Attachment E sets forth in detail the cost fee for each task and/or phase of the PROJECT including the hourly rates for its staff and

sub-consultant staff in accordance with work classification (i.e., Project Manager, Project Engineer I, Project Engineer II, Drafting Technician, Environmental Specialist, etc.). For a multi-year contract, CONSULTANT's Fee Schedule shall include for each year of the contract any adjustment to the hourly rates of its staff and sub-consultants anticipated for the duration of the contract. No change to these hourly rates is permitted during the contract duration. The DEPARTMENT's Director or his designee may approve any modifications to Attachment E – Fee Schedule and Attachment E1 – Consultant's Hourly Rate Schedule, as an administrative modification to this Agreement so long as such notification does not exceed the maximum compensation of this Agreement.

- C. COUNTY will compensate CONSULTANT for services performed in accordance with this Agreement in the form of progress payments based on submitted invoices which show satisfactory performance acceptable to the DEPARTMENT's Project Manager. Such invoices shall be submitted within 30 calendar days of the work performed but no more often than every four weeks. Invoices shall contain the following information:
1. Consultant contract number (if one is assigned by DEPARTMENT after award of the contract);
 2. Serial identification of invoices by number (e.g. "Invoice No. 1", "Invoice No. 2");
 3. The beginning and ending dates of the billing period;
 4. A description of the work performed and percentage of work completed for tasks during the billing period;
 5. Names and classifications of staff, including hourly rate and hours, providing services for each task;
 6. Allowable reimbursable expenses as specified in Article V.D.1 hereinbelow;
 7. Backup receipts, invoices for reimbursable expenses, regardless of the amount;
 8. A Summary of Costs by Tasks (sample to be provided by the DEPARTMENT's Project Manager upon award of the contract) to be submitted with each invoice containing the following information for each task:
 - (a) Task and Phase number & description,
 - (b) Allocated task budget,

- (c) Percentage completed of task,
- (d) Amount previously earned,
- (e) Amount earned & retained for this period,
- (f) Total amount earned & retained to-date,
- (g) Net amount due for the billing period,
- (h) Available task budget, and
- (i) A footnote section listing any modifications to and/or additions of task budgets with approval date and description of task budgets modified and/or added.

D. Reimbursable and Non-reimbursable Expenses

1. The following expenditures are reimbursed by COUNTY subject to the provisions in Article V – Compensation. No markup by CONSULTANT shall be allowed for Reimbursable Expenses. Transportation expenses between: the DEPARTMENT's offices and PROJECT job site; the CONSULTANT's office and the DEPARTMENT's offices and meeting locations other than DEPARTMENT's offices when CONSULTANT's attendance is required. Reimbursement is made on the basis of the COUNTY's most current mileage reimbursement rate to be provided by the DEPARTMENT's Project Manager. This method of reimbursement applies to CONSULTANT-owned vehicle or its employee-owned vehicle, as well as CONSULTANT-rented vehicle. Rental vehicle expenditures are not reimbursed by COUNTY.

- (a) Out-of-area travel expenses for transportation, lodging, meals, and long distance business related telecommunication, incurred by CONSULTANT in connection with the PROJECT. Reimbursement is made by COUNTY provided that the expenses are reasonable and do not exceed the reimbursement limits allowed for County employees in accordance with COUNTY's Travel Policy Desk Reference Manual. Prior approval by the DEPARTMENT's Project Manager is required for out-of-area travel. Out-of-area travel consists of traveling beyond the counties of Santa Clara, San Benito, Santa Cruz, San Mateo, San Francisco, Alameda, and Contra Costa.
- (b) Meal expenses for out-of-area travel or in connection with meetings attended

by CONSULTANT beyond the normal regular 8AM-5PM working hours and at the request of the DEPARTMENT's Project Manager. Actual expenditures may not exceed the maximum allowable rates identified in the COUNTY's Travel Policy Desk Reference Manual. The set rates include tax and tip. The cost of alcoholic beverages is not reimbursable.

- (c) Charges for document printing and shipping performed by third-party vendors.
 - (d) Fees paid to Sub-consultant's services and reimbursable expenditures as defined herein above.
 - (e) Fees paid on behalf of the COUNTY in connection with encroachment permit applications, environmental study, utility as-built drawings, and as requested by the DEPARTMENT.
 - (f) Other fees as specified on Attachment E – Fee Schedule.
2. The following expenditures are not reimbursed separately by COUNTY and shall be considered as overhead expenses included in the Billable Hourly Rate as stated in Attachment E1 – Consultant's Hourly Rate Schedule:
- (a) Charges relating to office equipment purchase, computer usage, including computer rental and software acquisition or upgrade, required for executing the PROJECT tasks.
 - (b) Telephone, cellular and fax (local and long distance) charges, except as specified in Article V.D.1. (b).
 - (c) Labor charges for invoice preparation.
 - (d) Office related expenses, including in-house printing expenses, except as shown in Attachment E- Fee Schedule.
3. COST PRINCIPLES
- (a) CONSULTANT agrees to comply with all federal procedures in accordance with CFR Title 49 - Transportation, Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to the State and Local Governments.
 - (b) CONSULTANT agrees that the CFR Title 48 - Federal Acquisition

Regulations System, Part 31 – Contract Cost Principles and Procedures, shall be used to determine which individual items of cost are allowable under this Agreement. CONSULTANT's attention is directed to the provisions in CFR Title 48 - Federal Acquisition Regulations System, Part 31 – Contract Cost Principles and Procedures, Section 31.205-33 (c) which identifies the unallowable costs.

(c) Any expenditure listed herein above and for which payments have been made to the CONSULTANT, which is determined by subsequent audit to be not allowable under CFR Title 48, Part 31, is subject to repayment by the CONSULTANT to the COUNTY, the State and Federal Governments.

(d) Any subcontracts, entered into as a result of this Agreement, shall contain all of the provisions of this Article.

E. For each invoice, COUNTY shall retain 10% of the amount earned. Such retention shall apply to all progress payments, regardless of the percentage completion. Upon CONSULTANT's completion of all tasks within a phase of services and application for retention release and the DEPARTMENT Project Manager's acceptance of all tasks in a phase of services, COUNTY shall release retention withheld for all tasks within that phase of services. COUNTY will release retention for a task or phase of services if and when the COUNTY determines that CONSULTANT is unable to complete such task or phase due to circumstances that are beyond CONSULTANT's control.

F. COUNTY shall pay the undisputed portion of invoices promptly and within 30 days of receipt of the invoice. If the COUNTY disputes all or a portion of the invoice, the COUNTY will pay the undisputed portion and notify the CONSULTANT of the disputed item within 7 days of receipt of the invoice. Both parties shall work diligently to resolve the disputed issue.

VI. PERFORMANCE PERIOD

A. The term of this Agreement commences upon execution of this Agreement by the COUNTY. The CONSULTANT shall commence work only after written notification to

proceed by the DEPARTMENT's Project Manager. The Agreement shall terminate on **December 31, 2012** unless terminated earlier in accordance with Article XI – Termination of Agreement in this Agreement.

- B. Neither party shall be considered in default in the performance of its obligations to the extent the performance of such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement, of which shall be within the sole discretion of the party involved. Each party shall give notice promptly to the other of the nature and extent of any force majeure claimed to delay, hinder or prevent performance of the services required by the terms of this Agreement.

VII. ADDITIONAL SERVICES

- A. CONSULTANT shall perform Additional Services related to the PROJECT as COUNTY directs in writing, up to the amount not to exceed **\$17,591.00**. CONSULTANT shall not commence Additional Services beyond the Scope of Services defined in Article II – Scope of Services, except by prior, separate written authorization from the DEPARTMENT's Project Manager, including a description of the services to be performed, schedule of performance, method and amount of payment.
- B. Any additional services which may be performed by CONSULTANT pursuant to this Article VII – Additional Services in excess of the maximum compensation limit specified in Article V - Compensation, Paragraph A, shall not be commenced until the scope of the services and amount of compensation has been agreed to in writing by a COUNTY-approved amendment to this Agreement.

VIII. FEDERAL REQUIREMENTS

A. DISADVANTAGED BUSINESS ENTERPRISES

- 1. This Project is subject to Title 49 Code of Federal Regulations Part 26.13(b) as specified on ATTACHMENT K – DBE CONTRACT PROVISIONS.

2. The County of Santa Clara has established the following goal for Underutilized Disadvantaged Business Enterprises (UDBE) participation for this Project:

UDBE Goal: 9.70% Percent.

3. CONSULTANT is notified that all firms the CONSULTANT intends to use and count toward the UDBE participation goal must be certified as DBE by the California Unified Certification Program (CUCP). It is the CONSULTANT's responsibility to verify that the UDBE firms are certified DBE. Listings of CUCP-certified DBEs are available from the Caltrans' Civil Rights website at http://www.dot.ca.gov/hq/bep/find_certified.htm. CONSULTANT is also encouraged to call the Equal Opportunity Office for assistance in DBE participation at (408) 299-5865.

B. PROMPT PAYMENT OF FUNDS WITHHELD TO SUB-CONSULTANTS

The COUNTY shall hold retention from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the Contract Work and pay retention to the CONSULTANT based on these acceptances. The CONSULTANT or sub-consultant shall return all monies withheld in retention from a sub-consultant within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Work by the COUNTY. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or sub-consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the CONSULTANT or sub-consultant in the event of a dispute involving late payment, or nonpayment by the CONSULTANT, deficient subcontract performance, or non-compliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and sub-consultants.

C. DEBARMENT AND SUSPENSION CERTIFICATION

1. The CONSULTANT's signature, affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29 – Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil

judgment rendered against it by a court of competent jurisdiction in any matter against fraud or official misconduct within the past 3 years. Any exception to this certification must be disclosed to the DEPARTMENT.

2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

D. COVENANT AGAINST CONTINGENT FEES

1. CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. See ATTACHMENT J – CERTIFICATION OF CONSULTANT.
2. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or at the DEPARTMENT's discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

E. PROHIBITION OF EXPENDING LOCAL AGENCY, 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, loan, grant, 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 ATTACHMENT L - "DISCLOSURE FORM TO REPORT LOBBYING" (Standard Form -LLL) in accordance with its instructions.

2. This certification is a material presentation of fact upon which reliance was placed when this transaction was made and 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 Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceeds \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

IX. INSURANCE AND INDEMNIFICATION REQUIREMENTS

Indemnification and insurance requirements are set forth in Attachment F.

X. TERMINATION OF AGREEMENT

- A. COUNTY reserves the right to terminate this Agreement, in whole or in part, for the convenience of the COUNTY by giving written notice specifying the effective date and scope of such termination.
- B. In the event of COUNTY's termination, all originals and reproducible copies of all finished or unfinished documents, data, studies, maps, photographs, and reports prepared by the CONSULTANT under this Agreement as instruments of professional services shall become the property of the COUNTY, including but not limited to the non-exclusive ownership of the copyright, and all other intellectual property rights. CONSULTANT shall be entitled to receive compensation for services performed prior to the notice of termination that COUNTY determines were performed in accordance with the provisions of this Agreement and to the satisfaction of the COUNTY.
- C. The CONSULTANT may retain a record copy of all documentation in the event of termination.

- D. COUNTY may terminate this Agreement should CONSULTANT materially fail to perform in the manner required, provided that the DEPARTMENT shall have given prior written notice to CONSULTANT of such material failure to perform and ten (10) working days for CONSULTANT to cure the reported failure. In the event of such termination, the DEPARTMENT may proceed with the work. The additional cost to the DEPARTMENT shall be deducted from any sum due the CONSULTANT or held by the DEPARTMENT in the form of the retained amount under this Agreement, and the balance, if any, shall be paid the CONSULTANT upon demand.
- E. Should COUNTY terminate this Agreement for CONSULTANT's material failure to perform and it is subsequently proven to be in error, the termination shall be considered to have been for the COUNTY's convenience pursuant to Paragraph A of this Article X – Termination of Agreement.

XI. EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONSULTANT shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- B. The CONSULTANT shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall the CONSULTANT discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical

disability, medical condition, political beliefs, organizational affiliations, or marital status.

- C. **COUNTY NO-SMOKING POLICY:** Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

XII. INTEREST OF PUBLIC OFFICIALS

- A. No member, officer or employee of the COUNTY during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. No member of, or delegate to, the Congress of the United States of America shall be admitted to any share or part thereof or any benefit to arise herefrom.

XIII. CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with the DEPARTMENT that may have an impact upon the outcome of this Agreement, or any ensuing DEPARTMENT's construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing DEPARTMENT's construction project.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict in any manner or degree with the performance of services under this Agreement.
- C. The CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with the CONSULTANT, will bid on any construction contract or on

any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

- D. Except for sub-consultants whose services are limited to providing surveying or materials testing information, no sub-consultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this Section.

XIV. ASSIGNABILITY AND SUBCONTRACTING

- A. Except as otherwise provided by this Agreement, CONSULTANT shall not assign or subcontract any interest in this Agreement nor performance required hereunder, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the DEPARTMENT's Project Manager.
- B. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the COUNTY and any sub-consultants/subcontractors, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligation hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its sub-consultants/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 CONSULTANT. The CONSULTANT's obligation to pay its sub-consultants/subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.
- C. CONSULTANT shall pay its sub-consultants/subcontractors within ten (10) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
- D. Any subcontract in excess of \$25,000, entered as a result of this Agreement, shall contain all of the provisions of this Section.

XV. IDENTIFICATION OF DOCUMENTS

- A. The format and manner of identification of the CONSULTANT on all reports, maps, and other documents completed as a part of this Agreement other than documents prepared exclusively for internal use by the DEPARTMENT shall be approved by the DEPARTMENT's Project Manager.
- B. The Federal Project Number, if provided, and project title shall be shown on all documents including invoices submitted to the DEPARTMENT.

XVI. OWNERSHIP OF DOCUMENTS

- A. All documents, reports, and materials, in hard copy or electronic format, prepared by the CONSULTANT specifically in the performance of this Agreement as instruments of professional services shall become the property of the COUNTY upon payment in accordance with this Agreement, including instruments of service provided after termination of Agreement.
- B. The DEPARTMENT shall indemnify, defend and hold harmless the CONSULTANT, its employees and sub-consultants from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages and liability caused by, resulting from, or arising out of the DEPARTMENT's reuse of CONSULTANT's documents where such reuse was without express consent of the CONSULTANT.
- C. If CONSULTANT and its sub-consultants copyrighted reports or other agreements products, CONSULTANT and its sub-consultants agree that the COUNTY and FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted material produced under this Agreement.
- D. Any subcontract in excess of \$25,000, entered as a result of this Agreement, shall contain all of the provisions of this Section.

XVII. COMMUNICATION WITH THE MEDIA AND CONFIDENTIALITY OF DATA

- A. Any media inquiry relating to any matter regarding the PROJECT must be referred immediately to the DEPARTMENT's Project Manager. CONSULTANT shall not make any statement to the media relating to the PROJECT without prior approval from the DEPARTMENT's Project Manager.
- B. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without the COUNTY's prior review and permission.
- C. All financial, statistical, personal, technical, or other data and information relative to the DEPARTMENT's operations, which are designated confidential by the DEPARTMENT and made available to the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- D. Permission to disclose information on one occasion, or public hearing held by the DEPARTMENT relating to the Agreement, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity other than the DEPARTMENT's Project Manager.
- F. Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this Section.

XVIII. RETENTION OF RECORDS AND AUDIT

- A. CONSULTANT and its sub-consultants shall maintain all records pertaining to the PROJECT. The records must be made available at their respective offices at all reasonable times during the contract period and for a minimum period of three (3) years after the final payment to CONSULTANT by the DEPARTMENT. CONSULTANT

and its sub-consultants agree to make all records available for inspection and audit by the duly authorized representatives of the COUNTY, State of California, federal government including FHWA and furnish copies of the records if requested.

- B. Any subcontract in excess of \$25,000, entered as a result of this Agreement, shall contain all of the provisions of this Section.

XIX. CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA

CONSULTANT's Project Manager must sign all Project Study Reports, plans, specifications, estimates and engineering data and reports, required under this Agreement, and indicate his/her professional registration number, where appropriate. This requirement shall extend to all documents of same prepared by its sub-consultants.

XX. LIMITS OF THE AGREEMENT

- A. This Agreement constitutes the sole understanding of the parties hereto and supersedes all prior negotiations, statements, instruction, representations or Agreements, whether written or oral.
- B. This Agreement shall be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

XXI. COMPLIANCE WITH ALL LAWS

- A. CONSULTANT must comply with all Federal, State, and Local laws applicable to the PROJECT.
- B. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings

where the County is the sole occupant, and (3) in all County vehicles.

XXII. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of California. The parties agree that the venue is proper only in the County of Santa Clara unless otherwise agreed to by the COUNTY.

XXIII. INDEPENDENT CONTRACTOR

- A. CONSULTANT agrees to perform all work and services described herein as an independent contractor and not as an officer, agent, or employee of the COUNTY. CONSULTANT shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-consultants, if any.
- B. Nothing herein shall be considered as creating a partnership or joint venture between COUNTY and CONSULTANT. No person performing any of the work or services described hereunder shall be considered an officer, agent, or employee of COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of COUNTY.

XXIV. (Not Used)

XXV. NON-WAIVER

- A. In the event any provisions of this Agreement are held to be invalid and unenforceable, the remaining provisions remain valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach.
- B. A failure by the COUNTY to require full compliance with any requirement or condition of this Agreement shall not be deemed to be a waiver of that requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance

by the COUNTY of performance or fulfillment of a requirement or a condition by the CONSULTANT including payment to the CONSULTANT by the COUNTY, shall not be deemed to be a waiver of any preceding breach by the CONSULTANT, regardless of the COUNTY's knowledge or such preceding breach at the time of acceptance.

XXVI. TIMELY APPROVALS

Whenever the approval of the COUNTY or the CONSULTANT is required pursuant to this Agreement, such approval will not be unreasonably withheld or delayed.

XXVII. SEVERABILITY

Should any part of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that the remainder of the Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

XXVIII. CONTRACTING PRINCIPLES

- A. This Agreement is a Type I Service contract, subject to the Resolution on Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, the CONSULTANT shall comply with all of the following:
 - 1. The CONSULTANT shall during the term of this contract, comply with all applicable Federal, State, and local rules, regulations and laws.
 - 2. The CONSULTANT shall maintain financial records adequate to show the COUNTY funds paid under the contract were used for purposes consistent with the terms of the contracts. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.
- B. The failure of the CONSULTANT to comply with this Section or any portion thereof

may be considered a material breach of this contract and may, at the option of the COUNTY, constitute grounds for the termination and/or non-renewal of the contract. The CONSULTANT shall be provided with reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the COUNTY's intended action.

- C. See Attachment G – Certification of Compliance with County Contracting Principles and Attachment H – Declaration of Contractor.

XXIX. DISPUTE RESOLUTION PROCEDURES

- A. Any dispute, other than audit, concerning the terms, conditions, and services of this Agreement shall be decided by the DEPARTMENT's Director, who will furnish the decisions to CONSULTANT in writing within 30 days after receiving a written request from CONSULTANT.
- B. Not later than 30 calendar days after completion of all deliverables necessary to complete the plans, specifications, and estimate required under the Agreement, the CONSULTANT may request review by the DEPARTMENT's Director of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the DEPARTMENT will excuse the CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

XXX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement shall be reviewed by the DEPARTMENT's Director who will furnish the decisions to CONSULTANT in writing within 30 days after receiving a written request from CONSULTANT.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the DEPARTMENT's Director of unresolved audit items. The

DEPARTMENT's Director will furnish the decisions to CONSULTANT in writing within 30 days after receiving a written request from CONSULTANT.

- C. Neither the pendency of a dispute, nor its consideration by the DEPARTMENT will excuse the CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

XXXI. SAFETY

- A. CONSULTANT must comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment and procedures. CONSULTANT must comply with safety procedures issued by the DEPARTMENT. CONSULTANT's personnel must wear safety vests and hard hats at all times while working on the project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the DEPARTMENT has determined which areas are within the project limits and are open to public traffic. CONSULTANT must comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT must take all reasonably necessary precautions for safe operation of its vehicles and personnel and the protection of the traveling public from injury and damage from such operations.
- C. Any subcontract entered as a result of this Agreement shall contain all of the provisions of this Section.

XXXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XXXIII. PREVAILING WAGE RATES

- A. This is an Agreement for Public Work subject to California Labor Code §1771, et seq., and the applicable implementing regulations. The California Labor Code requires the payment of not less than the general prevailing wage rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provisions of the Agreement, CONSULTANT shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- B. Labor Code §1720 includes “Inspection and Land Surveying” work in its definition of “Public Works” for which prevailing wages must be paid pursuant to Labor Code §1771. If CONSULTANT’s scope of SERVICES includes such work, CONSULTANT must comply with California’s General prevailing wage requirements in accordance with California Labor Code, Section 1770, et seq., and all other Federal, State, and Local laws, regulations and ordinances.
1. CONSULTANT shall comply with California Labor Code §1775, whereby CONSULTANT shall be assessed a penalty for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done pursuant to the Agreement by CONSULTANT or any Sub-consultant in violation of the California Labor Code and in particular §1770 through §1780. In addition to said penalty and pursuant to §1775, CONSULTANT shall pay each worker the difference between such stipulated prevailing wages and the amount paid to each worker for each calendar day or portion thereof for which worker was paid less than the stipulated prevailing wage rate.
 2. CONSULTANT and each Sub-consultant must, pursuant to California Labor Code §1776, submit a certified weekly payroll within ten (10) days after the DEPARTMENT’s request for submission of certified weekly payroll records. The certified payroll must include the date of actual payment of wages for each worker

employed on the Project and a breakdown of each payment including all fringe benefits included in such wage for each worker. The responsibility for compliance with California Labor Code §1776 is the responsibility of the prime CONSULTANT.

3. CONSULTANT must submit two (2) copies of said payroll to the DEPARTMENT's Project Manager on the California Department of Industrial Relations standard Form A-1-131 "Public Works Payroll Reporting Form." Other forms may be used provided they exactly duplicate the format, dimensions and wording of Form A-1-131.
4. Pursuant to the provisions of California Labor Code §1770 and following the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work, for straight time, overtime, Saturday, Sunday and Holiday work. The Holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of each craft, classification, or type of workers concerned. Said prevailing wage rates are on file in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested party on request. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov/>.
5. If CONSULTANT uses a craft or classification not shown on the prevailing wage determinations, Consultant may be required to pay the wage rate of that craft or classification most closely related to it, shown in the general determinations in effect when the Bids were received. Pursuant to California Labor Code §1773.2, CONSULTANT shall prominently post a copy of such prevailing wages at each job site.
6. Pursuant to Public Contract Code §6109, CONSULTANT shall not perform Work on this public works project with any Sub-consultant who is ineligible to perform Work on a public works project pursuant to §1771.1 or §1777.7 of the Labor Code. Any contract on a public works projects entered into between the Consultant and a

debarred Sub-consultant is void as a matter of law. A debarred Sub-consultant may not receive any public money for performing Work as a Sub-consultant on a public works contract, and any public money that may have been paid to a debarred Sub-consultant by the CONSULTANT on this Project shall be returned to the COUNTY. The CONSULTANT shall be responsible for the payment of wages to workers of a debarred Sub-consultant who has been allowed to work on the Project.

7. Pursuant to Labor Code §1771.5.b.6, the COUNTY will withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment of prevailing wages has occurred.

- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

XXXIV. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to:

DEPARTMENT:

Mr. Michael J. Murdter, Director
County of Santa Clara
Roads and Airports Department
101 Skyport Dr.
San Jose, CA 95131

ATTN.: Hosalli Gangadhara
Project Manager

CONSULTANT:

John Quincy, President
Quincy Engineering Inc.
3247 Ramos Circle
Sacramento, CA. 95827

Mario Quest
Project manager

Approved

XXXV. ATTACHMENTS

The following listed Attachments referred to herein are incorporated in the Agreement as though set forth in full. CONSULTANT's signature is required where indicated.

Attachment A - Scope of Work

Attachment B - Project Schedule

Attachment C - Deliverables

Attachment D - Consultant's Key Personnel and Sub-Consultants

Attachment E - Fee Schedule

Attachment E1 - Consultant's Hourly Rate Schedule

Attachment F - Insurance & Indemnification Requirements

Attachment G - Certification of Compliance with County Contracting Principles

Attachment H - Declaration of Contractor

Attachment I - Determination of Tax Withholding and Benefit Status

Attachment J - Certification of Consultant

Attachment K - DBE Contract Provisions

Attachment K1 - Consultant's DBE Information

Attachment K2 - Monthly Report of DBE Utilization

Attachment K3 - Final Report of DBE & First-Tier Sub-consultants Utilization.

Attachment L - Disclosure Form to Report Lobbying (Standard Form –LLL)

Approved

IN WITNESS WHEREOF, the COUNTY and CONSULTANT have caused their names to be subscribed hereto by their duly authorized representatives on MAY 11 2010.

COUNTY OF SANTA CLARA

By: Ken Yeager
Ken Yeager, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

By: Maria Marin
MARIA MARINOS
Clerk of the Board of Supervisors

CONSULTANT

By: John Quincy
John Quincy
President

Approved As To Form And Legality:

By: Elizabeth G. Pianca 03/24/2010
Elizabeth G. Pianca,
Deputy County Counsel

Approved

ATTACHMENT A – SCOPE OF WORK

Uvas Road Bridge at Uvas Creek - Br. No. 37C-0094

The proposed two-lane bridge will replace a 1928 single-span reinforced concrete girder bridge on *Uvas Road at Uvas Creek*. The existing bridge, which is functionally obsolete, has no shoulders and is on a poor alignment. The current average daily traffic (ADT) is 2,090 vehicles and the future (2028) ADT is estimated to be 2,600 vehicles. The County plans to provide a one-lane traffic controlled detour over the existing and portions of the new bridge for local traffic during construction, so the proposed bridge will be constructed in two stages around the existing bridge to minimize roadwork and right-of-way costs as much as possible. A temporary pedestrian/bike path will also need to be maintained during construction. Up to two proposed bridge types and roadway alignments are expected to be considered during the preliminary engineering phase of the project to determine the most economical and effective replacement alternative. The new bridge span is expected to be a precast, prestressed concrete structure type approximately 50' to

100' long. Precast construction is being considered to allow for two stages of construction in one construction season, and to avoid using false work supports in the environmentally sensitive creek channel. It is expected that the new bridge will be a clear (single) span layout supported on seat type abutments with standard wing walls. The new bridge will have a 40' clear width made up of two 12' lanes and 8' shoulders. Type 732 concrete bridge railings are expected to be used and generally are attached directly to the bridge deck, resulting in a total bridge width of approximately 42.8'.

Quincy Engineering's approach for the Uvas Road Bridge Replacement Project (Br. No. 37C-0094) is as follows:

PRELIMINARY DESIGN PHASE

TASK 1: Field Review/Kickoff Meeting and Project Management

Kick-off Meeting: For a successful project, it is very important for key personnel from Santa Clara County (County) and the Quincy Engineering Team (Team) to thoroughly discuss the project background, scope, concepts, schedule, and management, and gather all existing information about the project that has not been previously obtained. As part of this task, Team members will attend a field review/kick-off meeting to bring the County, the Quincy Engineering Team, and all interested parties together to form a cooperative effort toward timely completion of this project. The Team will prepare the project's environmental documents and obtain the necessary permits from the various affected agencies (State Department of Fish and Game, U.S. Army Corps of Engineers, State Department of Water Resources, and California Regional Water Quality Control Board). From our past experience, it is important that all affected agencies are brought on board *early* in this phase and are kept well informed as project development proceeds.

We have assumed that the County will obtain rights-of-entry for all studies during the preliminary design phase. The Team will work with the County to identify properties and study limits. Prior to actual site visits, Team members will contact property owners to inform them of their presence.

Project Management: Communication is the key to a successful project. Our management style is very “hands on” from a coordination point of view and is a continuous activity from the scoping/negotiations phase through the final design.

Project Meetings: We will work with the County to schedule, prepare agenda items, prepare engineering visual displays, attend, and compile project meeting minutes for distribution. We anticipate up to four meetings to discuss the project status and to review work in progress. The meetings are expected to include the 35%, 65%, and 95% PS&E completion stage, as well as assisting the County with one public meeting.

Project Schedule: We will develop a project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County as appropriate. The schedule assumes that final design will start prior to obtaining final environmental approvals for the project.

Project Progress Reports: We will also prepare and submit monthly progress reports for County review. These reports will include progress-to-date, schedule updates, County action items, consultant action items, work product deliveries, problems encountered with suggested solutions, and anticipated work for the next month. These reports will in general be submitted with monthly invoices.

As a means of efficiency, our Team also utilizes the latest communication technology. Electronic copies of reports and plans can be forwarded from Quincy Engineering to the County via e-mail, through our FTP site, and/or Internet access.

Product: Final Scope/Schedule

Field Review/Kickoff Meeting

Existing Information Review

Project Progress Reports

Progress Meetings (Total 3)

Public Meeting Assistance (Total 1)

TASK 2: Topographic Survey, Stream Cross-Sections, Preliminary Right-of-Way, and

Utilities (Provided by County)

Topographic Survey: The County will provide the necessary field survey and related office work. The scope of the survey work is expected to, in general, consist of providing reference points, topographic information, traverse sheets and calculated preliminary ties, establishment and listing of benchmarks and field monuments, site data control, and existing construction centerline. From the survey data generated, the County will prepare the required base maps in an electronic data format (AutoCAD 2005) to be used during design. The base maps will include a digital terrain model (DTM) providing all required contours and topographic features. It is understood this project will be done using English units.

Stream Cross-Sections: Additionally, the County will survey six creek cross-sections for this project. Typically, this survey work will consist of three upstream and three downstream cross-sections of the existing channel. These sections will be used as stream-modeling data for determining water surface profiles (Hydraulic Study).

Preliminary Right-of-Way and Utilities: Existing right-of-way and adjoining property line information will be shown on the project base map by the County. Existing utility information will also be shown on the base mapping.

TASK 3: Location Hydraulic Report and Hydraulic Design Report

The Location and Design Hydraulic Study will be performed by WRECO.

Location Hydraulic Studies (LHS) and Design Hydraulic Studies (DHS) are required by the Federal Highway Administration and Caltrans for bridges using Federal funds. According to the Caltrans *Local Programs Manual*, Location Hydraulic Studies need to provide the following information:

- 1) A brief description of the hydrology;
- 2) Description of the type of traffic using the route;
- 3) Comments on constraints that influence selection of available alternatives;
- 4) Location of property at risk;
- 5) Estimate of potential damage to property at risk; and
- 6) Discussion of the environmental impacts.

Several of these requirements as well as bridge and approach geometry rely upon accurate hydrologic and hydraulic analyses. In addition to including appropriate information from the LHS, the Design Hydraulic Study identifies bridge design criteria (soffit elevation, bridge opening, potential scour depth, etc.) and identifies the effects of the proposed bridge on the creek hydraulics.

WRECO will conduct a site visit and initial meeting to discuss bridge design considerations and identify high water marks, if possible, potential hydraulic constraints to bridge configuration, and potential property at risk of flooding. We will provide assistance in locating cross-sections and other survey requirements for hydraulic modeling purposes. Photographs will be taken at the bridge site and data available from the County of Santa Clara (i.e., traffic, state bridge reports and field review forms, historic photographs, etc.) will be collected during the initial meeting. The Team will identify the appropriate design flood (usually the most probable 50-year flood), base flood (most probable 100-year), flood of record (if possible) and the overtopping flood. It should be noted that Caltrans has de-emphasized the use of the greatest flood of record in establishing the design flood for both bridges and culverts. However, the greatest flood of record should still be evaluated. As required by FHWA and Caltrans, these floods will be identified using two or more methods including regional methodology (comparison with flood hydrology of representative gaged basins in the region), local hydrologic procedures and/or regional regression (Magnitude and Frequency of Floods in California, USGS, 1977). Previously prepared hydrologic analysis will be reviewed and considered as appropriate. A flood frequency curve at the bridge will be prepared.

WRECO will then set up an existing condition backwater model at the bridge and calibrate to known high water marks if available. WRECO will also prepare existing condition stage discharge curves and flood profiles at the bridges. The Corps of Engineer's HEC-2 or HEC-RAS backwater model will be used for this analysis. In some cases, the use of the UNET Unsteady Flow Through a Full Network of Open Channels computer program will be used to analyze the impact of the backwater effect. This one dimensional unsteady flow model can sometimes handle open channels, over bank storage, off-channel storage, split flows, spillways, bridges and reservoirs better. WRECO will then identify the existing condition water surface profiles for the most probable 50- and 100-year floods, flood of record and identify the flow of the overtopping flood. A backwater model for the proposed bridge configuration will then be set up. WRECO will identify the appropriate design floods and determine the water surface

profiles of the Design Flood, Base Flood (most probable 100-year flood), and other floods of significance. The appropriate soffit elevations, the conveyance capacities, and the effects, if any, of the proposed bridge configurations on the risk of flood damage to structures will be determined. The hydraulic characteristics necessary for estimating potential scour will also be calculated. Figures showing flood profiles and stage discharge curves will be prepared as appropriate.

The Team will determine additional potential abutment, contraction, and pier scour (if applicable) as a result of the new or rehabilitated bridge. Potential bridge scour will be estimated using FHWA HEC-18. The potential for degradation and channel migration considering changes in channel geometry and upstream land using the Type 1 qualitative analysis described in FHWA HEC-20 will be determined.

Product: Design Hydraulic Study Report (Draft and Final) Location Hydraulic Study

TASK 4: Preliminary Geotechnical Investigations

Preliminary geotechnical investigations will be performed by Parikh Consultants.

All existing geotechnical information that is currently available on or near the project sites will be obtained, reviewed, and assessed for applicability to this project. This information includes any Logs of Test Borings or Foundation Reports on nearby County or State highway structures and site reconnaissance. The Preliminary Geotechnical Memo summarizes this data and makes general recommendations for alternative foundation types to be considered during preliminary design. Drilled piles (including large diameter piles), driven piles, and spread footing foundations will be considered for the supports.

The memo will also discuss bank/approach-stability, erosion control, groundwater, scour, and other potential subsurface conditions as they may affect foundation design and type selection, approach roadway design, construction or service, and will make preliminary recommendations for consideration in the preliminary design phase. Site seismicity will be included in the memo.

Field Exploration: Because of high costs associated with performing field borings, they will be planned in a judicious manner at locations that make the most sense. The proposed exploration program is based upon two borings, one at each abutment area. The boring locations will depend upon the available access and traffic control limitations. We anticipate using a truck mounted rotary wash drill rig for our work. Traffic control is assumed at this time.

Parikh is familiar with the general geologic conditions and has worked on adjacent bridges along Uvas Road. The subsurface soil/rock conditions are expected to be alluvium material underlain by Franciscan Formation (shale and sandstone) at a relatively shallow level. This material could be difficult to drill due to its fractured formation. Rock coring will be required during the field exploration program to provide design data in the event the proposed supports are required to be in rock.

Product: Preliminary Foundation Memo

TASK 5: Preliminary Roadway Plans/Bridge Advance Planning Studies (APS)

Preliminary Roadway Plans: Alternative alignments will be discussed with the County staff, with special emphasis placed on the 45 mile per hour design speed and safety through the project limits. Discussions shall include design, right-of-way, environmental, economic, and safety issues. Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Up to two alignments will be considered for the project site. Each alternative will be clearly defined (e.g.,

Alternative A, B) and all aspects of each alternative will be discussed separately for ease of reference in the environmental documents. An Engineers Estimate will be prepared and will include appropriate contingency factors for this level of design. We will also address other issues affecting the final design such as right-of-way, construction staging and access, shoulder widths for bike path designations, utility relocation, traffic detours, drainage, and anticipated design exceptions (if required). A separate drainage study report is not expected to be needed for this project.

Advanced Planning Studies (APS): The appropriate bridge structure type will be dictated by public safety, environmental and hydraulic concerns, right-of-way, and economics. Depending on the final site information, geotechnical report, hydraulics report and the preliminary environmental findings, the Team will pursue up to two bridge alternatives in the Advance Planning Study (APS) stage of the project.

Different foundation types (i.e., CIDH piles, conventional driven piles with footings, etc.) will also be evaluated at this time. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and approval. The APS will include:

- Feasible alternative bridge types, span arrangements, and construction methods. If aesthetic treatments are needed, they will be considered at this time.
- Concept drawings defining each alternative that will include plans, elevations, and section views as required to illustrate each of the proposed alternatives.
- A description of the advantages and disadvantages of each alternative so that the County can judge each alternative on its own merits.
- An Engineer's Estimate for each alternative.
- Our Team's recommendation as to which of the alternatives is the most appropriate for the site.

Preliminary Right-of-Way: At this time, the Team will determine preliminary right-of-way and temporary construction easement needs for the proposed alignment based on information developed by the Team and obtained from the County.

Utility Coordination (by County): The County will provide communication and coordination with the utility companies during the preliminary and final design process. We will coordinate the relocation and protection of the existing utilities for the project based on information obtained through the County from the various affected utilities. We typically also provide adequate openings for the utilities in the bridge. It will be the responsibility of each utility owner to provide a design of their facility.

Product: Preliminary Plan and Profile Sheets
 Preliminary Roadway Cost Estimates
 Bridge Advance Planning Studies
 Bridge Preliminary Structure Cost Estimates

TASK 6: APE Map and Environmental Studies

Environmental requirements for the project will be performed by LSA Associates, Inc.

Based on the preferred alignment selected in Task 5, an Area of Potential Effect (APE) Map will be developed. This map will include the entire area that will be affected by the project, including the contractor's staging area.

The County will be the lead agency for the NEPA and CEQA process. We anticipate completion of the following tasks:

- Conduct field studies
- Prepare technical analysis
- Prepare environmental documentation
- Obtain agency clearances and concurrences
- Process environmental documents
- Apply for and obtain permits from regulatory agencies

Task 6.1: Data Collection/Field Review

Under this task, LSA Associates, Inc. (LSA) will obtain and review all available documents that will provide environmental information for the Uvas Creek Bridge Replacement Project (hereafter referred to as “project”). LSA will also conduct a field review to identify potential environmental issues and constraints.

Task 6.2: Review Preliminary Environmental Study (PES)

LSA will review the Preliminary Environmental Study (PES) as required under Caltrans’ *Local Assistance Procedures Manual (Environmental Procedures)*, May 2008, for federally funded projects. The PES includes a checklist that establishes the basis for any needed technical studies, and is used to identify the likely environmental clearance. The PES is also used to identify environmental permits that would be needed for the project.

Under the National Environmental Policy Act (NEPA), replacement of the bridge should qualify for a NEPA Categorical Exclusion (CE), provided the actions meet the definition contained in 40 CFR 1508.4 and do not involve significant impacts. Under the California Environmental Quality Act (CEQA), it is expected that it will be necessary to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to address the expected impacts to resources within the creek corridor. The following scope is typical of recent HBP bridge replacement projects completed by LSA. Should completion of the PES checklist for this project require that additional environmental work be performed, LSA will submit a change of scope request to complete the added work.

Task 6.3: Technical Studies

LSA proposes to conduct the following technical studies in support of the environmental documents. Except where electronic copies of the technical studies can be provided, it is expected that three (3) copies of each draft report, and five (5) copies of each final report will be submitted to the County for review. Likewise, three (3) copies of each draft report, and five (5) copies of each final report will be submitted to Caltrans for review.

Hydrology: LSA will conduct a Floodplain Report Summary/Water Quality Report in accordance with Caltrans guidelines and requirements. The Floodplain Report Summary will evaluate potential changes in hydrology due to bridge construction. Technical hydrological data will be provided by Quincy Engineering in accordance with the technical Hydraulic Study (to be provided by Quincy Engineering). In light of the probability that the bridge construction will likely not change the 100-year floodplain, nor cause an increase in the backwater flood elevations, the impacts will probably be insignificant. Nonetheless, the characteristics associated with the watershed, local hydrologic conditions, etc., will be

documented for the summary. The Floodplain Report Summary will summarize the risks associated with the project, the impacts on natural and beneficial floodplain values, the support for incompatible development in the base floodplain caused by the project, and measures to minimize floodplain impacts and restore and preserve the natural and beneficial floodplain values. The Floodplain Report Summary requires response to seven (7) questions regarding potential effects of the project as described in the applicable hydraulic study. LSA will assist in addressing the environmental questions included on the form. Caltrans approval of the NES document (see below) is required in order to address floodplain issues. Caltrans and/or FHWA must approve the completed summary.

Water Quality Study: The report will also evaluate potential water quality impacts from constructing the proposed bridge and long term operations on Uvas Creek. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' *Storm Water Quality Handbook - Planning and Design Guide*, will be identified for any significant water quality impacts that may occur during construction and/or operation of the bridge structure.

Biology: A Natural Environment Study (NES) will be prepared in accordance with the most recent Caltrans' Guidance (October 2005). A key objective of the NES is to identify special status species or sensitive habitats that may be affected by the project. LSA will evaluate the biological resources on the project site and determine if special status species and/or sensitive habitats are present or potentially present. Based on a review of aerial photographs, several federally listed species could occur in the area and be impacted by the project including (but not limited to) California red-legged frog and California tiger salamander. Other special status species that could be affected by the project include (but are not limited to) western burrowing owl, western pond turtle, and foothill yellow-legged frog. Sensitive habitats potentially affected by the project include (but are not limited to) oak woodlands, wetlands/waters, and riparian habitat.

LSA will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Game (CDFG) and USFWS, as necessary, regarding the potential presence of special status species on the project site. Also, if determined necessary, LSA will request a meeting with these agencies at the site to discuss the relevant issues and processes specific to this project.

LSA will conduct a comprehensive one (1) day survey of the project site, recording existing conditions, mapping habitats, documenting plant and wildlife species observed, conducting a tree inventory, and evaluating project impacts to biological resources. We will also inspect the bridge for presence of bats or swallows.

Since the project is located within the range of California red-legged frog (CRLF) and potential habitat occurs in Uvas Creek and the vicinity, it will be necessary to prepare a CRLF habitat assessment in accordance with the USFWS *Guidance on Site Assessment and Field Surveys for California Red-legged Frogs*, dated August 2005. The assessment is required by the USFWS to evaluate the suitability of the habitat in terms of vegetative composition, presence of predatory species, surrounding land uses, and known occurrences within the vicinity. The site assessment is generally submitted to the USFWS for

review and guidance during the Section 7 consultation. If the USFWS determines that CRLF could potentially occur on the site, they may recommend conducting focused surveys in accordance with current USFWS protocol. However, since the survey protocol is rigorous and several records of CRLF are known within the vicinity of the project, there appears to be adequate justification to infer presence of the species (in lieu of conducting surveys). If protocol surveys for CRLF are ultimately required, our scope of work and budget will need to be amended. The project is also located within the range of the California tiger salamander (CTS), and suitable upland and/or aquatic habitat may be located within the project boundaries or vicinity. Consequently, we will prepare a habitat assessment per the USFWS and CDFG *Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander*, dated October 2003. For efficiency, the site assessment for CTS will be combined with the site assessment for CRLF.

If the USFWS determines that CTS could potentially occur on the site, they may recommend that focused surveys be conducted in accordance with above guidance. However, since the CTS survey protocol is extremely rigorous and extends over the course of two years, we do not propose to conduct surveys for CTS as it is not practical for a project of this size. Instead, if it is determined that CTS could reasonably occur in the project area, LSA will provide adequate justification to infer presence of the species (in lieu of conducting surveys). If protocol surveys for CTS are ultimately required, our scope of work and budget will need to be amended.

The NES will also include a summary of the jurisdictional delineation of Uvas Creek and any other jurisdictional areas within the project boundary, in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual, to determine the areas subject to regulation by the U.S. Army Corps of Engineers (Corps). The limits of CDFG jurisdiction will also be delineated. The delineation will be summarized in the NES.

Replacement of the existing bridge could affect one or more federally threatened species and, as a result, it is expected that consultation with USFWS under Section 7 of the Federal Endangered Species Act will be required. In accordance with Caltrans' procedures, it will be necessary to prepare a Biological Assessment (BA) per Caltrans guidance (October 2005) to address project effects to federally listed species.

LSA will prepare the Draft NES for submittal to the County and/or other members of the Project Team for review. Following the internal review, the Draft NES will be prepared and submitted to Caltrans for review. Following revisions to the Draft NES, the Final NES shall be prepared in conjunction with the Draft BA. These two documents will then be submitted to Caltrans for review. Following revisions to the Draft BA, the Final BA will be prepared and submitted to Caltrans. Based on our experience working with Caltrans on projects requiring both an NES and a BA, this is the most efficient way to complete the process. We have budgeted 20 hours to respond to comments on the NES and BA.

Cultural Resources: LSA will conduct cultural resource studies for the project to replace Uvas Creek Bridge (37C0094) in Santa Clara County. These studies are needed for the County to comply with Section 106 of the National Historic Preservation Act, the Caltrans 2004 Programmatic Agreement as it pertains to the Administration of the Federal-Aid Highway Program in California, the 2001 Caltrans Environmental Handbook (Vol. 2), the National Environmental Policy Act, and the California Environmental Quality Act.

This scope of work is based on the assumption that there are no cultural resources or possible cultural resources in or adjacent to the APE. There is always a possibility of additional cultural resources within an APE, but the need, nature, and extent of addressing such resources cannot be determined without background research and field survey. In the event that a previously documented resource is present or resources are identified as a result of field work, archival research, or by other means, a scope and budget adjustment will be necessary to document, analyze, and report on such resources.

LSA will conduct a records search, background research, contact Native Americans and local historical organizations, and conduct field studies to prepare a Historic Property Survey Report (HPSR), and an Archaeological Survey Report (ASR). Uvas Creek Bridge (37C-0094) has been designated as a Caltrans Category 5 bridge (“not eligible for the National Register”) and will not require evaluation.

LSA will provide assistance to Quincy Engineering to ensure that the Area of Potential Effects (APE) map is prepared to Caltrans standards.

LSA will conduct archival and literature research and archaeological field studies to prepare the HPSR and ASR. The following tasks will be undertaken:

- A records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System. The NWIC is an affiliate of the State of California Office of Historic Preservation and is the official state repository of cultural resource reports and records for 16 northern California counties, including Santa Clara County. A literature review, as necessary, of archaeological, ethnographic, and historical publications and maps at historical archives and LSA will be done.
- The records search and literature review will (1) identify previously recorded cultural resources and previous cultural resource studies of or adjacent to the APE; (2) assess the likelihood of unrecorded cultural resources based on (a) archaeological, ethnographic, and historical information, and (b) the distribution of nearby cultural resources in relation to their environmental settings; and (3) obtain information for the cultural settings portions of the reports.
- A review of cultural resource inventories to identify cultural resources that may be listed within the records search radius. Relevant listings are the *California Inventory of Historic Resources*,

Five Views:

An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks, and California Points of Historical Interest.

- The Native American Heritage Commission in Sacramento will be contacted for (1) a review of the sacred lands file to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and/or telephone to inquire about any concerns or information they may have.
- The Santa Clara County Historical and Genealogical Society and the Morgan Hill Historical Society and Museum will be contacted for any information or concerns they may have about the APE.
- LSA will respond to one set of County comments and one set of Caltrans comments on the draft documents (not to exceed 8 hours for each document).

Section 4(f) Evaluation: The proposed bridge replacement will temporarily affect a bicycle path during construction, which constitutes an affect on public park lands covered under Section 4(f) of the U.S. Department of Transportation Act of 1966. Due to the temporary nature of the impact, it is expected

that “de minimis” finding can be made regarding effects to the bicycle path. Under this task, documentation will be prepared to support a Section 4(f) “de minimis” finding. For processing NEPA, LSA will prepare a CE determination form for approval by Caltrans and FHWA. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form will be submitted to Caltrans with three (3) copies each of the final technical studies (revised per County and Caltrans comments) to support the findings of the CE.

Task 6.5: Prepare Initial Study/Mitigated Negative Declaration (IS/MND)

Bridge replacement is not expected to create significant impacts that are immitigable. Therefore, the project should be processed through the use of an MND for CEQA purposes. Technical Studies prepared for NEPA review will serve as the back-up for the CEQA MND.

Administrative Draft IS/MND: LSA will prepare an IS/MND for the County’s review. The format will be based on the CEQA Initial Study checklist used by Santa Clara County and an expanded evaluation of each issue area. Included in the IS/MND will be a project description, discussion of the environmental review process, and project methodology. A total of three (3) copies will be printed for review.

Preliminary Draft IS/MND: Following review by the County, LSA will prepare a Preliminary Draft IS/MND. This second version will evaluate each of the County’s comments on the Administrative Draft IS. Three (3) copies of the Preliminary Draft IS/MND will be submitted for review by the County:

Public Review Draft IS/MND: The purpose of this task will be to respond to the County’s comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for County approval, and publish for public review. Fifty (50) copies of the Draft IS/MND will be circulated for review by the County. The County will be responsible for publishing all legal notices and advertisements. LSA will assist the County in the preparation of notices including the notice of availability for public review, public notice of intent to adopt the MND, and the Notice of Completion for the State Clearinghouse.

Response to Comments on Preliminary Final MND: The purpose of this task will be to prepare written responses to comments received on the Draft IS/MND that raise significant environmental issues, and submit them for County staff review after the close of the public comment period. For budgeting purposes, a total of 16 hours has been allocated to prepare responses. LSA will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure. Two (2) copies of the Mitigation Monitoring Program and final mitigation measures will be submitted separately to the County.

Final MND: LSA will incorporate the final comments and responses into the Final MND and will submit thirty (30) copies of the approved document for distribution by the County to agencies that commented on the Draft IS/MND. Final adjustments to the Mitigation Monitoring Program will be made based on staff review and comment.

Approved

LSA will prepare an approval notice and CEQA findings, and Notice of Determination for the County's use in submitting to the State Clearinghouse following the Board's approval of the MND. LSA will provide the State Clearinghouse with the Final MND document.

Product: Natural Environment Study (NES)
 Wetland Delineation Map
 Historical Property Survey Report (HPSR)
 Archaeological Survey Report (ASR)
 Area of Potential Effect (APE) Map
 Categorical Exclusion Form under NEPA
 Mitigated Negative Declaration under CEQA

TASK 7: Project Report

A Project Report will summarize the findings of Tasks 1 through 6. In summary, the report will include the following:

- Site visit (field investigation) notes
- Geometric Approval Drawings
- Draft Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and detour requirements
- Preliminary alignment drawings
- Bridge APS drawings
- APS discussion and evaluation
- Summary of environmental studies
- Construction cost estimate for each alternative
- Schedule to complete final design
- Site photos

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated in the final report. Final design will occur upon concurrence by the County. The approved report will become the basis for the project's final design.

Product: Draft and Final Project Report

FINAL DESIGN PHASE

This phase of the work plan will commence upon approval/NTP by the County.

Approved

TASK 8: Geotechnical Investigations

Foundation investigation, reporting, and design concurrence will be performed by Parikh Consultants.

A site specific foundation study will be done for this bridge project. Services include site review, drilling and sampling of test borings, laboratory testing, the "Log of Test Borings" drawing, evaluation, analysis, and a written report. Subsurface exploration to adequately define earth materials and foundation conditions at this site will require drilled, logged, and fully sampled test borings at each bridge support. Based on our field experience in the area, we have assumed rock coring will also be required. The location, number, and depth of the test borings will be re-evaluated after preliminary planning with particular consideration of the design scour elevations and proposed foundation loading. Approach roadway sub-grade and pavement structural section requirements will include sampled test borings at each approach.

Typically, borings for a single-span bridge can be done outside of the existing creek channel to avoid obtaining Fish & Game or other permits. Should access to the creek bed be needed, permits will be provided by the County. Traffic control efforts are expected to be needed and have been included in this scope since the roadway near the bridge is narrow and curved. USA will be contacted for location of buried utilities before starting the field exploration. We expect to re-circulate and contain all drill fluid and to dispose of excess drill fluid/soil cuttings outside of the active channel.

Laboratory testing will include moisture content-dry density and unconfined compressive strength determinations as well as engineering classification tests (gradation and Atterberg Limits) and corrosivity (pH/minimum Resistivity/sulfate/chloride content) on selected suitable samples. The approach pavement evaluation will include a Stabilometer Resistance R-value.

The Foundation Report summarizes the data and makes specific recommendations for type, elevation, and loading of foundation elements. Drilled piles, driven piles, and spread footing foundations will be considered for the supports. Pile foundation recommendations include pile type; penetration criteria; pile loading; and estimated and/or specified tip elevations. Spread footing foundation recommendations will include footing elevations, bearing material penetration, and allowable design loading. Foundation recommendations will be consistent with Caltrans design and construction practices and utilize Caltrans "Standards".

The Foundation Report will also discuss bank/approach-stability/erosion, groundwater, scour, and other subsurface conditions encountered as they may affect foundation design, approach roadway design, construction or service, and will make recommendations for consideration in design/construction. Site seismicity will be evaluated in accordance with current Caltrans Division of Structures-Design procedures, based upon subsurface data obtained for the evaluation of the bridge foundation support.

Product: Draft and Final Foundation Report

TASK 9: Design

Bridge Design: Final bridge design will be performed in accordance with Caltrans Bridge Design Specifications and other Caltrans Design Manuals. Design will be based on the “Load Resistance Factor Design” method, with HL-93 and Caltrans permit truck design live loads. Seismic design will be performed in accordance with the Bridge Design Specifications (Section 3.21) and Caltrans Seismic Design Criteria (June 2006).

Approach Roadway Design: The final approach roadway design will be performed in accordance with County Standards, AASHTO “*A Policy on Geometric Design of Highways and Streets*”, Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals. Design work will be done using In-Roads design software.

Stage Construction: Stage construction plans will be needed since it is anticipated that the new bridge will be constructed in stages adjacent to a temporary one-lane traffic detour. In other words, the proposed bridge will be constructed in two stages while one lane of traffic and one pedestrian/bike sidewalk passes through the site.

Utility Relocation: The County will provide communication and coordination with the utility companies during the preliminary and final design process. We will coordinate the relocation and protection of the existing utilities for the project based on the information obtained from the County and various affected utilities. QEI will also provide adequate openings for the utilities in the bridge. It will be the responsibility of each utility owner to provide a design of their facility.

Environmental: Environmental mitigation requirements will be included in the plans, specifications, and estimates. We have assumed only minor mitigation requirements will be needed for this project.

Revegetation requirements, such as tree replanting ratios, will be identified during the environmental process by the Team. The Team will also provide a revegetation plan sheet. QEI assumes that the County will hire a biologist and be responsible for implementing the long term requirements of the revegetation plan per the environmental/permit documents. It is expected that the County biologist will provide the Team with site specific revegetation specification information related to planting, if required.

Other: Bridge demolition, water pollution control measures, traffic detours, traffic handling plans, and project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details. Temporary traffic signals and details will be provided by the County and construction contractor.

TASK 10: Detailing

The plan sheets will be prepared in AutoCAD according to the County and QEI drafting standards. Plans will be prepared in English units and will be consistent with Caltrans’ Standard Plans. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the

design, in accordance with the Local Programs Manual. Typically, the plans, specifications, and estimate (PS&E) will contain the following plan sheets for a single-span precast prestressed concrete girder structure (the number of sheets will vary depending on the site and the final structure details):

Title Sheet and Location Map
 Typical Cross-Sections
 Layout Sheet (2)
 Profile and Superelevation Sheet (2)
 Drainage Details
 Construction Signs and Traffic Handling Plan Sheets (2)
 Stage Construction (4)
 Summary of Quantities Sheet
 Construction Details (2)
 Pavement Delineation and Sign Plans
 Temporary Water Pollution Control Details
 Revegetation Plan
 Bridge General Plan
 Deck Contour Plan
 Foundation Plan
 Abutment Layout (2)
 Abutment Details
 Bridge Typical Section
 Girder Layout
 Girder Details
 Approach Slab Details
 Log of Test Borings Sheets
(Total of 30 sheets anticipated)

TASK 11: Submittal of 65% Plans (Unchecked Details)

Open communication between the County's staff and the Quincy design staff will allow both parties the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed. This approach should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

Product: 65% Plans

TASK 12: Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked bridge plans and 65% roadway plans by engineers that have not been intimately involved in the design. This is a big part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

TASK 13: Technical Special Provisions (Specifications)

Project technical specifications, including edited special provisions based on Caltrans Standard Special Provisions (SSP) will be developed in Microsoft Word. We will provide two hard copies and a disc copy of the specifications for the County's initial and final reviews. QEI assumes that the County will combine the technical specifications with their boilerplate specifications and prepare the bid packages for advertising.

Product: Technical Specifications (2 copies)**TASK 14: Construction Quantities and Estimate**

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The final estimate will show quantities and costs as well as a project cost summary. Summary sheets of various structures items for the Construction Resident Engineers use will also be provided.

Product: Roadway and Structure Quantities (2 copies)**Project Construction Cost Estimate (2 copies)****TASK 15: Quality Control and Constructibility Review**

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the federal HBP requirements prior to submittal to the County.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has been covered. Once the QC reviewers comments have been addressed, the 95% PS&E package is completed.

Product: QA/QC Checklist**TASK 16: Submittal of 95% PS&E**

The plans, specifications, and estimate, along with design, check, and quantity calculations, will be submitted to the County at the 95% completion stage.

Product: Reproducible Plans – 1 full size set of vellums**Blue Lines – 5 sets****11x17 plans – 1 set****Quantity Calculations and Estimate – 2 copies****Edited Technical Specifications – 2 copies****Design Calculations – 1 copy****Design Check Calculations – 1 copy**

TASK 17: Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate. We will furnish a final PS&E package in full-sized and half-sized plans as well as hard copy and computer files (MS Word format) of special provisions for bidding purposes. Again, it is assumed that the County will compile and duplicate the actual bid documents for advertising.

Product: Final Project PS&E Package**TASK 18: Right-of-Way Engineering**

After the County has approved the proposed project geometrics, the Team will determine the right-of-way needs, including property acquisitions and easements, and depict these lines on the base map sheet(s). Additional supplemental surveying will be provided by the County to describe the anticipated right-of-way and temporary construction easements as needed. The County will provide appraisal maps, legal descriptions, and plats for appraising, obtaining, and certifying new right-of-way and temporary construction easements.

Product: Right-of-Way Needs**TASK 19: Right-of-Way Appraisal and Acquisition (Provided by County)**

The County will provide all necessary right-of-way and temporary construction easement appraisals and acquisition services.

TASK 20: Obtain Permits***Preparation of permits will be performed by LSA Associates, Inc.***

The bridge replacement may affect wetlands or other jurisdictional waters that are under the jurisdiction of the Army Corps of Engineers, Central Coast Region of the Regional Water Quality Control Board (RWQCB) and Department of Fish and Game (CDFG). Impacts to jurisdictional waters may require permits from the regulatory agencies. The Team will coordinate with the various agencies to obtain the necessary permits. Typically, the following permits will be required for the project:

Nationwide Permit Verification (Clean Water Act, Section 404) The bridge replacement will likely result in discharge of material into waters of the U.S. (i.e., Uvas Creek). In the event this occurs, the project will require authorization from the Corps. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). LSA will prepare a Preconstruction Notification (PCN) to submit to the Corps requesting verification that the project can be authorized using the specified NWP(s). The PCN includes a project description and other relevant information used by the Corps to evaluate the project. As part of the PCN submittal, LSA will also prepare a brief mitigation proposal to describe how the project will offset impacts to waters of the U.S.

Detailed mitigation plans involving revegetation or restoration of habitat have not been included in this scope.

Water Quality Certification (Clean Water Act, Section 401) A Water Quality Certification may be required from the RWQCB for the project. LSA will prepare an application for Water Quality Certification that will include a project location map, design plans, and evidence of local CEQA approval (i.e., Mitigated Negative Declaration/Notice of Determination). In addition, a processing fee (to be provided by the County, amount to be determined) must be included with the submittal.

Streambed Alteration Agreement (Fish and Game Code, Section 1602) The bridge rehabilitation and widening will require notification of proposed streambed alteration to the CDFG. LSA will prepare a Notification of Streambed Alteration and Project Questionnaire, and include a project location map, design plans, and evidence of CEQA approval (i.e., Mitigated Negative Declaration/Notice of Determination) for submittal to CDFG. In addition, a processing fee (to be provided by the County, amount to be determined) must be included with the submittal.

This task involves one (1) field meeting with agency staff to review the project. We have also included ten (10) hours for responses to agency comments on the applications. Detailed mitigation plans involving revegetation or restoration of habitat have not been included in this scope.

Santa Clara Valley Water District (SCVWD) The County will apply for the SCVWD permit. The Team will provide supporting technical documents generated from the tasks above for this permit.

Product: Permits

TASK 21: Bidding Assistance

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, assist with preparing addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, we will be available to provide analysis and recommendations concerning award of the contract.

Product: Assist with Addenda (if needed) and Bid Review

TASK 22: Construction Engineering Services

After award of the construction contract, Quincy Engineering will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans, reviewing falsework plans and calculations, reviewing temporary pedestrian/bikeway bridge plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the County's request. All activities include appropriate recommendations and documentation of the Team's activities.

If, during the construction phase of the project, a problem occurs which is directly caused by an error on the part of this Team, the Team will modify the design, details, specifications, and/or estimates at no cost to the County as needed to remedy the situation.

Quincy Engineering can also provide construction management services as required by the County. These services include quality control, materials inspection, and construction documentation, as well as general oversight for contract compliance and conformity to State and Federal funding requirements. This is not part of this scope, but can be added when requested by the County.

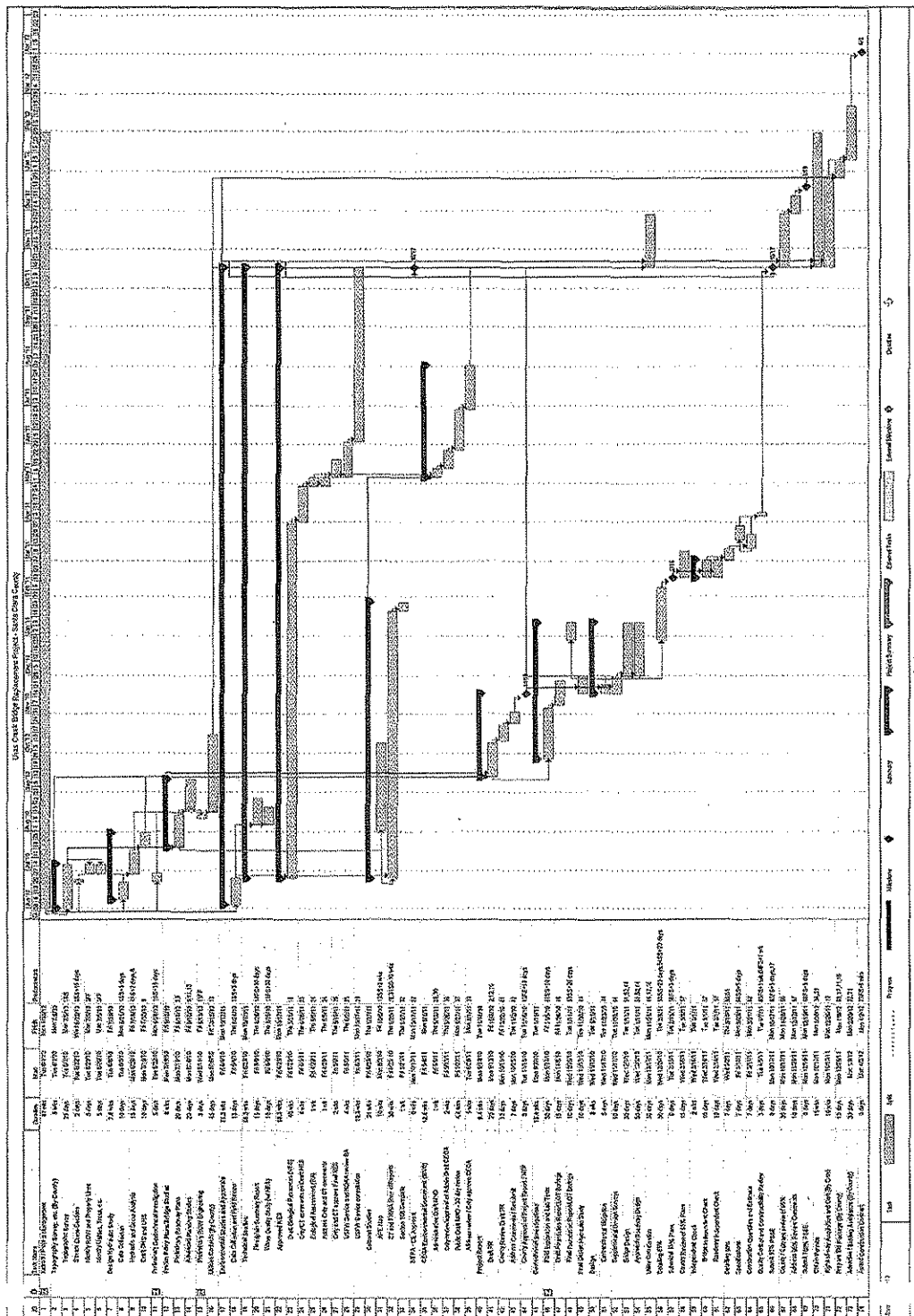
TASK 23: Prepare Record Drawings

When construction is completed, if requested by the County, Quincy Engineering will prepare Record Drawings (As-Built) for the County's files. These As-Built will be based on information clearly marked on a set of contract plans prepared by the County's Resident Engineer/Project Inspector. This is not part of this scope, but can be added when requested by the County.

Product: Record Drawings

Approved

ATTACHMENT B – PROJECT SCHEDULE



Approved

ATTACHMENT C – DELIVERABLES

As defined in Attachment A of this Agreement.

Approved

ATTACHMENT D – CONSULTANT’S KEY PERSONNEL AND SUB-CONSULTANTS

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

NAME	TITLE
John S.Quincy P.E.	Quality Assurance/ Control
Steve L. Mellon P.E.	Principal In Charge
Mario Quest P.E.	Project Manager/Engineer
Carolyn Davis P.E.	Roadway Project Engineer
Jason Jurrens P.E.	Design Staff

- 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:	Hydraulics
Name of Sub-consultant:	WRECO Water Resources Engineering/ Consulting
Address:	1243 Alpine Road, Suite 108, Walnut Creek, CA 94596
Phone:	925-941-0017
	Fax: 925-941-0018
Name of Contact:	Han-Bin-Liang
E-mail Address	Hanbin_liang@wreco.com

Approved

Discipline/Specialty: Geotechnical

Name of Sub-consultant: Parikh Consultants Inc.

Address: 356 S. Milpitas Blvd. Milpitas, CA 95035

Phone: 408-945-1011 Fax: 408-945-1012

Name of Contact: Gary Parikh P.E., G.E.

E-mail Address: gparikh@PARIKHNET.com

Discipline/Specialty: Environmental

Name of Sub-consultant: LSA Associates

Address: 4200 Rocklin Road, Suite 11B, Rocklin, CA 95677

Phone: 916-630-4600 Fax: 916-630-4603

Name of Contact: William E. Mayer

E-mail Address: rocklin@lsa-assoc.com

Discipline/Specialty:

Name of Sub-consultant:

Address:

Phone: Fax:

Name of Contact:

E-mail Address

Discipline/Specialty:

Name of Sub-consultant:

Address:

Phone: Fax:

Name of Contact:

E-mail Address

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.

Approved

Approved

Rev. 03/04/10

56

Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge (37C-094) Project – May 2010.
PS&E/Fed-Aid/Specific Project-07/20/06 Rev. 06/23/2009

QUINCY ENGINEERING, INC.

Project Name: Uvas Rd Br Replacement Proj (37C-94) -Santa Clara Cnty
 Project Number: JPO-946
 Date: 3/4/2010 Rev. 03/04/10

Direct Labor:		\$80,887.86
Overhead (1.5630):		\$126,427.73
Project Escalation (5% per year)	1 yr @ 5%:	\$10,365.78
A. Subtotal:		<u>\$217,681.36</u>

Subconsultant Costs:		
(1). Parikh (DBE):		\$40,870.80
(2). LSA Associates:		\$77,825.00
(3). WRECO (DBE):		\$18,160.00
(4). :		
(5). :		
(6). :		
B. Subconsultant Subtotal:		<u>\$136,855.80</u>

Other Direct Costs:			
Plotter/Computer	0.0hrs	@ \$10.0	\$0.00
Travel	1500	@ \$0.500 per mi.	\$750.00
Phone/Fax			\$0.00
Delivery			\$300.00
Printing: Blue Line			\$100.00
Mylar			\$0.00
8 1/2 X 11			\$100.00
11 X 17			\$100.00
Misc.			
(1). Travel:			\$400.00
(2). :			
(3). :			
C. Direct Cost Subtotal:			<u>\$1,750.00</u>

A =	\$217,681.36
Project Fixed Fee	\$26,121.76
B+C =	\$138,605.80
Fee (0.0%):	\$0.00

TOTAL NOT TO EXCEED = \$382,408.93

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee.
 Subconsultants and Other Direct Costs to be invoiced at actual costs.

Approved

Quincy Engineering, Inc.**Year 2010 Hourly Rates**

Rates are effective January 1, 2010 through December 31, 2010

Labor by Classification	Hourly Rate
Principal Engineer/ Project Manager	\$50-80
Senior Engineer / Project Engineer	
Resident Engineer	\$44-78
Senior Engineer / Design Engineer	\$40-73
Associate Engineer / Bridge Representative	\$35-68
Assistant Engineer	\$25-46
Engineering Assistant/Technician	\$16-33
Engineering Detailer/ Draftsman	\$20-46
Drafting Technician	\$15-30
Administrative Assistant	\$15-36
Office Support Staff	\$10-26
Overhead	156.3%

Other Direct Costs	Rate
Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	\$.07 per page
Vendor	Cost
Delivery	Cost
Car Mileage	Current Federal Rate (\$.50/mi. eff. 1-1-10)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	\$150 per day
Long Term Per Diem	\$2000 per month
Pickup Truck	\$1400 per month
Field Computer/Printer	\$200 per month
Field Cellular Phone	\$120 per month
Misc.	Cost

Fee	
Labor + Overhead	12%
Other Direct Costs	0-10%

Note: Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee. Other Direct Costs to be invoiced at actual cost plus fee. Rates shown may be increased by a maximum of 5% per year for escalation for each calendar year beyond 2010. Services for Principle-in-Charge will be considered part of Consultant's overhead cost.

ATTACHMENT E1 - CONSULTANT'S HOURLY RATE SCHEDULE

The following rates, which **include all overhead, administrative costs, and profit** will be used to arrive at fees for the PROJECT duration per the schedule on Attachment B – Project Schedule. Modifications to CONSULTANT's Hourly Rate Schedule to include out-years beyond the rates identified herein and/or the addition of personnel not identified herein will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar consulting services in the Bay Area, and approved as an administrative modification to this Agreement by the DEPARTMENT's Director or his designee.

Approved

QUINCY ENGINEERING, INC.

Rev. 01/14/10 Project Name: Uvas Rd Br Replacement Proj (37C-94) - Santa Clara Cnty

TASKS	Principal Eng	Senior Engineer-PM/PE	Senior Engineer-DE	Associate Engr-DE	Assistant Engr-DE	Engineering Assistant / Tech	Engineering Detailer / CAD Operator	Drafting Technician
	Maximum Hourly Rate	\$80.00	\$78.00	\$73.00	\$58.00	\$46.00	\$33.00	\$30.00
	Maximum Loaded Hourly Rate - 2010	\$229.64	\$223.90	\$208.55	\$165.20	\$132.05	\$94.73	\$86.12
	Maximum Loaded Hourly Rate - 2011	\$241.13	\$235.10	\$220.03	\$204.96	\$138.65	\$95.46	\$86.42
	Maximum Loaded Hourly Rate - 2012	\$253.18	\$246.85	\$231.03	\$215.21	\$145.58	\$101.44	\$94.94
	Maximum Loaded Hourly Rate - 2013	\$265.64	\$259.20	\$242.58	\$225.97	\$152.86	\$109.66	\$99.69

Note: * The services of the Principal-in-Charge will be considered part of Consultant's overhead cost. The rate indicated will only be used when there is a specific written request from the DEPARTMENT for the services of the Principal-in-Charge for a task requiring his/her service.

Approved

Location: Uvas Road at Uvas Creek Bridge Replacement, Santa Clara County

Bridge # 94

03 04 10 rev

\$22,385.37

Prevailing wage is controlled by the DIR and can change as per their published rates.

Uvas Road Bridge Replacement at Uvas Creek - LSA Budget Estimate

TASK	Principal Mayer	Senior Planner Heming	Env. Planner Jackson	Cultural Gerike	Cultural Kaptain	Biologist Bray	Biologist Belt	Biologist/ GIS Trueblood	Biologist Summers	Support/ Graphics	LSA Reim	TOTAL COSTS
Project Management/Consultation						10						\$1,200
Site Visit											\$100	\$100
Meetings (2)		16				8					\$400	\$2,960
PES Form												
Review/Data Collection	1	4	20									\$2,300
TECHNICAL STUDIES												
Biology (incl. 20 hrs RTC for NES and BA)												
NES (incl. juris. delineation)	2					5		10	60	3	\$50	\$6,625
BA	2					5		55		3	\$50	\$5,950
Reconnaissance Survey							14		14		\$300	\$2,540
CRLF/CTS Habitat Assessment	1					2	50	5		2	\$300	\$5,555
Delineation						2		20				\$1,940
Cultural Resources (incl. APE Map coordination)												
APE Map					8							\$680
Records Search					8						\$600	\$1,280
Native American Consultation					12					1		\$1,095
HPSR				10	22					5	\$250	\$4,145
ASR				10	60					6	\$50	\$7,250
Floodplain Evaluation Report/Water Quality	1	5	30								\$100	\$3,350
4(f) De Minimis Finding	1	20										\$2,200
PREPARE NEPA CE												
Summary Document		3	6							1		\$985
CE Form			4									\$340
Revisions to CE			1									\$85
PREPARE IS/MND												
Admin Draft IS	1	8	25							6	\$200	\$3,775
Prelim. Draft IS		7	10							6	\$100	\$2,100
Public Review Draft IS	1	10	14							6	\$750	\$3,590
Response to Comments (16 hours max.)		6	14			4				6	\$75	\$2,795
Final MND/CEQA findings		6	14							6	\$75	\$2,315
Mitigation Monitoring Program	1	3	6							4		\$1,310
PERMITTING												
1602 Agreement						5		20		4		\$2,600
401 Certification						5		20		4		\$2,600
404 Permit						10		30		4		\$4,050
Agency Meeting / RTC (10 hrs)								20		4	\$200	\$2,200
Hours	11	88	144	20	110	56	64	180	74	71		
SUBTOTAL	\$2,200	\$8,800	\$12,240	\$3,300	\$9,350	\$6,720	\$5,440	\$15,300	\$5,550	\$5,325	\$3,600	\$77,825

LSA ASSOCIATES, INC.

HOURLY BILLING RATES EFFECTIVE AUGUST 2009

Job Classification							Hourly Rate Range*
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$140-275
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$100-190
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-100
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$30-40
Graphics							\$80-105
Office Assistant							\$55-80
Word Processing/Technical Editing							\$70-95

LSA IN-HOUSE DIRECT EXPENSES

		Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.10 per page
Reproduction	(8.5 x 11) Color	\$1.00 per page
Reproduction	(11 x 17) B/W	\$0.16 per page
Reproduction	(11 x 17) Color	\$2.50 per page
CD Production		\$5.00 per CD
Plotting		\$3.75 per sf
Mileage	On Road	\$0.50 per mile
Mileage	Off-Road	\$0.65 per mile
GPS Unit		\$100.00 per day
Sound Meter		\$75.00 per day
Aerial Photos		\$200.00 per photo

Approved

WRECO RATE SCHEDULE

Effective January 1, 2010

Principal Engineer	\$ 160.00	-	\$ 190.00	per Hour
Supervising Engineer	\$ 140.00	-	\$ 160.00	per Hour
Senior Engineer II	\$ 120.00	-	\$ 140.00	per Hour
Senior Engineer I	\$ 100.00	-	\$ 120.00	per Hour
Associate Engineer II	\$ 90.00	-	\$ 100.00	per Hour
Associate Engineer I	\$ 80.00	-	\$ 90.00	per Hour
Staff Engineer II	\$ 70.00	-	\$ 80.00	per Hour
Staff Engineer I	\$ 60.00	-	\$ 70.00	per Hour
Senior Technician/CADD II	\$ 85.00	-	\$ 100.00	per Hour
Senior Technician/CADD I	\$ 70.00	-	\$ 85.00	per Hour
Technician/CADD II	\$ 55.00	-	\$ 70.00	per Hour
Technician/CADD I	\$ 40.00	-	\$ 55.00	per Hour
Landscape Designer	\$ 60.00	-	\$ 80.00	per Hour
Administrator II	\$ 55.00	-	\$ 70.00	per Hour
Administrator I	\$ 40.00	-	\$ 55.00	per Hour

- Rates on all contracts are subject to an annual adjustment with 5% escalation on January 1 of each calendar year.
- Expenses are invoiced at 110% of cost.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.50 per mile) or as otherwise specified in contract.

Approved

Santa Clara County HBRR Project - Uvas Creek Bridge (37C-0094)
Bridge Location Hydraulic, Bridge Hydraulic and Scour Studies

Man-Hour and Fee Estimate for WRECO Tasks

Prepared for the Santa Clara County and Quincy Engineering
 Prepared by WRECO

March 4, 2010

Man-Hours

Task No.	Description	Principal Hydraulic Engineer	Senior Hydraulic Engineer	Associate Hydraulic Engineer	Staff Hydraulic Engineer
1	Preliminary Studies	2	1	8	12
2	Hydrologic Analysis	1	2	4	16
5	Location Hydraulic Study	2	4	16	24
7	Design Hydraulic Study	2	4	20	48
8	Coordination Meetings	8	4		
	Subtotal	15	15	48	100

Fee

Direct Cost

	Rate	Hours	Fee
Principal Hydraulic Engineer	\$ 180.00	15	\$ 2,700.00
Senior Hydraulic Engineer	\$ 140.00	15	\$ 2,100.00
Associate Hydraulic Engineer	\$ 95.00	48	\$ 4,560.00
Staff Hydraulic Engineer	\$ 80.00	100	\$ 8,000.00
Subtotal			\$ 17,360.00

ODC

Travel			\$ 200.00
Office Misc.			\$ 600.00
Subtotal			\$ 800.00

Total Fee

\$ 18,160.00

- Expenses are invoiced at 110% of cost.
- Rates on all contracts are subject to an annual adjustment with 5% escalation on January 1 of each calendar year
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is \$0.55 per mile or as otherwise specified on contract.

ATTACHMENT F - INSURANCE AND INDEMNIFICATION REQUIREMENTS

Indemnity

To the fullest extent permitted by law (including, without limitations, California Civil Code Section 2782.8), Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage caused by the negligence, recklessness, or willful misconduct of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Consultant's indemnification of the County, the Consultant shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Consultant shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Consultant upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Consultant shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Consultant.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirement without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the Consultant shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Consultant or any of its agents or subconsultants will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims-made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Consultant and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Consultant. However, this shall not in any way limit liabilities assumed by the Consultant under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Consultant shall require each of its sub-consultants of any tier to carry the aforementioned coverages, or Consultant may insure sub-consultants under its own policies.
4. The County reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if consultant will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Consultant will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Consultant will notify County immediately, and County may withhold further payment to Consultant until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**ATTACHMENT G - CERTIFICATION OF COMPLIANCE WITH COUNTY
CONTRACTING PRINCIPLES**

This is a County of Santa Clara Type I Contract subject to the Resolution of the Board of Supervisors titled, "Contracting Principles", and adopted by the Board on October 28, 1997.

Contractor hereby certifies that the following shall be fully complied with:

"The Contractor shall keep fully informed of regulations of governmental bodies or officials having any authority or jurisdiction over the same. Contractor shall observe and comply with and shall cause all agents, employees, and Subcontractors to observe and comply with said regulations."

AND

"Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws."


AND

"The Contractor's cost records pertaining to the work shall be open to inspection or audit by representatives of the Owner during the life of the Contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor shall retain such records for that period."

AND

"Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of the contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract."

Failure of Contractor to comply with these conditions may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/ or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination and/ or non-renewal and the opportunity to respond and discuss the County's intended action.

Consultant's Signature: 
Consultant's Name: John Quincy
Consultant's Title: President
Date: 3/15/10

ATTACHMENT H - DECLARATION OF CONTRACTOR

(To be completed by all Type I or Type II Contractors)

- ☒ This is a Type I contract under the Board of Supervisor's Resolution on Contracting Principles.

If this box is checked, please complete the following:

Type I Category: C-8 (Contract with professionals)

Explanation: Professional Engineering & Consulting Services

- ☐ This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The Contractor currently has other County contracts for the same or similar services:

☐ Yes ☒ No

If Yes is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of Quincy Engineering Inc.

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Consultant's Signature: John Quincy

Consultant's Name: John Quincy

Consultant's Title: President

Date: 3/15/10

Approved

ATTACHMENT I - DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor's responsibility for federal income tax, social security and Medicare tax. The questionnaire also determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits.

Is contractor a government entity, corporation, nonprofit organization or school district?

☐ **YES** - This is an Independent Contractor. (Skip the Questionnaire and initialize below)

☒ **NO** - Complete the Questionnaire and initialize below (For help with the Questionnaire, visit www.oba)

Questionnaire to Determine Dependent or Independent Status of Contractor

		YES	NO
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		X
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		X
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO,		X
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.		X
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project— answer NO and explain briefly .		X
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain.		X
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as licenses of physicians or architects.) Enter below the business license number and the city/entity where issued.		
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. If NO, please explain. <i>Be sure this answer matches the contract payment schedule in the Agreement.</i>		X
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.	X	

Approved

☒ If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**.

☐ If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: JD

Approved

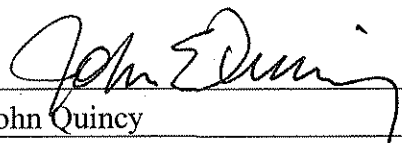
ATTACHMENT J - CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President, or a duly authorized representative of the firm of
 Quincy Engineering Inc. whose address is
 3247 Ramos Circle, Sacramento, CA. 95827

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 agree 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.

Consultant's Signature: 
 Consultant's Name: John Quincy
 Consultant's Title: President
 Date: 3/15/10

ATTACHMENT K - DISADVANTAGED BUSINESS ENTERPRISES CONTRACT PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

CONSULTANT's attention is directed to the following provisions:

1. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
 2. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
 3. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-consultants.
 4. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal.
 5. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link http://www.dot.ca.gov/hq/bep/find_certified.htm for access to the CUCP database. There is no specific certification for UDBE firms; however the CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.
 6. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
 - a. Black Americans,
 - b. Native Americans,
 - c. Asian-Pacific Americans,
 - d. Women.
 7. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- i. UNDER-UTILIZED DISADVANTAGED BUSINESS ENTERPRISES GOAL FOR THIS PROJECT

To ensure that there is equal participation of the UDBE groups specified in 49 CFR 26.5, the

County of Santa Clara specifies a contract participation goal for Underutilized Disadvantaged Business Enterprises (UDBEs) as listed in ARTICLE VIII.A. "DISADVANTAGED BUSINESS ENTERPRISES".

The goal for this Project was based on an analysis of contracting opportunities, participation of UDBEs in similar projects, and the known availability of such firms.

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the County's Annual Anticipated DBE Participation Level and the California statewide goal.

ii. SUBMITTAL OF UDBE COMPLIANCE DOCUMENTATION AND CRITERIA FOR AWARD

CONSULTANT must complete and submit to the Project Engineer, at the start of contract negotiation, ATTACHMENT K1 – CONSULTANT'S UDBE COMMITMENT and ATTACHMENT K2 – UDBE INFORMATION-CONSULTANT'S GOOD FAITH EFFORTS STATEMENT, with the fee and scope of work proposal. The completed forms will be made part of the Agreement. The Project Engineer and DBE Administrator will evaluate CONSULTANT's proposal and UDBE compliance. CONSULTANT who meets the contract-specified UDBE participation goal or demonstrates that sufficient good faith efforts were made to meet such goal will be recommended for award.

A Proposal, which does not achieve the contract-specified UDBE participation goal and does not demonstrate good faith efforts to meet the contract-specified UDBE participation goal will be deemed non-responsive and ineligible for award.

Only good faith efforts directed towards obtaining participation by UDBEs will be considered. CONSULTANT's documentation of its good faith efforts must include the following information and supporting documents, as necessary:

1. Items of work made available to UDBE firms. Identify those items of work that CONSULTANT might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total Contract. It is the CONSULTANT's responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to submit proposals on the Project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. CONSULTANT is reminded to solicit certified UDBEs

through all reasonable and available means and provide sufficient time to allow UDBEs to respond.

3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, telephone number, and price quote provided by each UDBE. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which CONSULTANT requested UDBE participation for the Project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the Project to assist them in responding to a solicitation. If CONSULTANT provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE sub-consultant purchases or leases from CONSULTANT or its affiliate. If such assistance is provided by CONSULTANT, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional documentation to support demonstration of good faith efforts.

iii. UDBE PARTICIPATION REPORTING

Credit for materials or supplies CONSULTANT purchase from UDBEs counts toward the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer".

iv. DBE INFORMATION SUBMITTAL

The CONSULTANT to whom the contract is awarded must execute ATTACHMENT K3 – CONSULTANT'S DBE INFORMATION even if no DBE participation will be reported.

The purpose of the form is to collect data required under 49 CFR 26. The executed form is to be returned within the time specified on the form. Failure to submit this form will prevent the County from issuing the Notice to Proceed.

The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms listed on ATTACHMENT K1) that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful CONSULTANT certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-consultants and suppliers.

The CONSULTANT is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful CONSULTANT is encouraged to submit a copy of the joint venture agreement.

v. DBE CERTIFICATION STATUS

If a DBE sub-consultant is decertified during the life of the Project, the decertified sub-consultant shall notify the CONSULTANT in writing with the date of decertification. If the sub-consultant becomes a certified DBE during the life of the Project, the sub-consultant shall notify the CONSULTANT in writing with the date of certification. The CONSULTANT shall furnish the written documentation to the Project Engineer of the Roads & Airports Department when such change occurs. CONSULTANT's attention is directed to SECTION G. SUB-CONSULTANT AND DBE RECORDS below for additional information.

vi. PERFORMANCE OF SUB-CONSULTANTS

The sub-consultants listed by the CONSULTANT on ATTACHMENT D – CONSULTANT'S KEY PERSONNEL AND SUB-CONSULTANTS shall perform the Work for which they are listed, unless the CONSULTANT has received prior written authorization by the Project Engineer to perform the Work with other forces.

The CONSULTANT shall notify the Project Engineer in writing of any changes to its anticipated DBE participation. This notice must be provided prior to the commencement of that portion of Work.

UDBEs must perform work or supply materials as listed in ATTACHMENT K1 – CONSULTANT'S UDBE COMMITMENT. CONSULTANT shall not terminate a UDBE listed sub-consultant for convenience and perform the work with CONSULTANT's own

forces or obtain materials from other sources without prior written authorization from the Project Engineer.

The Project Engineer may grant authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on the Project's scope of work and requirements.
2. CONSULTANT stipulates a bond as a condition of executing the subcontract and the listed UDBE fails to meet CONSULTANT's bond requirements.
3. Work requires a license and listed UDBE does not have a valid license under State of California License Law.
4. Listed UDBE fails or refuses to perform the Work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed UDBE delays or disrupts the progress of the Work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE sub-consultant is terminated, CONSULTANT must make good faith efforts to find another UDBE sub-consultant to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the Contract to the extent needed to meet the UDBE goal. The substitute UDBE must be certified as a DBE at the time of request for substitution.

The CONSULTANT shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this Section.

vii. SUB-CONSULTANT AND DBE RECORDS

1. CONSULTANT must submit the following attachments during the performance of the Agreement. County may withhold payments to CONSULTANT or take other action for CONSULTANT's failure to submit these attachments per their instructions:
 - (a) ATTACHMENT **K3** – CONSULTANT'S DBE INFORMATION.
CONSULTANT's attention is directed to ARTICLE E "DBE INFORMATION SUBMITTAL" above.
 - (b) ATTACHMENT **K4** - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS.

ATTACHMENT K

The information on this Attachment is required monthly to monitor the progress compliance of DBE requirements during contract performance by CONSULTANT and rectify any deficiency in its compliance in a timely fashion.

- (c) **ATTACHMENT K5 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS.**

Upon completion of the Work and prior to the release of retention or closeout of Contract by the County, this Attachment must be completed, certified as correct by the CONSULTANT or CONSULTANT-authorized representative and furnished to the County.

- (d) **ATTACHMENT K6 - DBE CERTIFICATION STATUS CHANGE.**

Upon completion of the Work and prior to the release of retention or closeout of Contract by the County, this Attachment must be completed, certified as correct by the CONSULTANT or CONSULTANT-authorized representative and furnished to the County.

2. The CONSULTANT shall maintain records showing the following:

- (a) Name and business address of each first-tier sub-consultants;
- (b) Name and business address of every DBE sub-consultant, DBE vendor of materials, regardless of tier;
- (c) Date of payment and total dollar figure paid to all of these firms;
- (d) Date of work performed by its own force along with the corresponding dollar value of the work if the prime consultant is a DBE.

Approved

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT

ATTACHMENT K1 - CONSULTANT'S UDBE COMMITMENT

**NOTE: CONSULTANT MUST EXECUTE AND RETURN THIS FORM WITH THE FEE & WORK SCOPE PROPOSAL PRIOR TO AGREEMENT
EXECUTION BY THE BOARD TO THE PROJECT ENGINEER.**

For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408) 299-5865 or the Project Engineer.

PART 1 - FOR CONSULTANT TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE) : ADMINISTERING AGENCY: County of Santa Clara

PROJECT TITLE: Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094

FEDERAL-AID PROJECT NO.: BRLO-5937 (123)

TOTAL CONTRACT AMOUNT: \$ 400,000.00

ITEM/DESCRIPTION OF WORK or SERVICES TO BE SUBCONTRACTED; or MATERIALS TO BE PROVIDED (3) (4)	CERTIFIED UDBE (2) (4)			DOLLAR VALUE OF WORK PERFORMED BY UDBE (5)
	NAME & ADDRESS	CERTIFICATION NO. & EXPIRATION DATE	PHONE NO.	
Geotechnical	Parikh Consultants, 2360 Qume Dr. #A, San Jose, CA 95131	#020259 4-1-2014	(408) 452-9000	\$40,870.80
Hydraulic Studies	WRECO, 1243 Alpine Rd., #108, Walnut Creek, CA 94596	#30066	(925) 941-0017	\$18,160.00
				\$
				\$
				\$
Total UDBE Claimed Participation Amount				\$59,030.08

Max. Compensation Limit:	\$ 382,408.93	Total Claimed UDBE Participation (6): (Total UDBE Claimed Participation Amount) X 100 = <u>15.44</u> % (Base Agreement Amount)	Agreement-specified UDBE Goal: <u>9.70</u> %
Less Add'l Services Contingency:	\$ -----		
Base Agreement Amount	\$ 382,408.93		

CONSULTANT (Print): Quincy Engineering Inc.

PHONE NUMBER:
(916) 368-9181

ADDRESS: 3247 Ramos Circle

CITY: Sacramento

STATE & ZIP CODE: CA 95827

I certify that the above information is complete and accurate.

NAME: Mario Quest

TITLE: Project Manager

SIGNATURE: 

DATE: 3/15/10

PART 2 - FOR COUNTY TO COMPLETE: County Agreement No: _____ Federal Share: \$ _____ Contract Award Date: _____

To the best of my information and belief, the above information is complete and accurate.

NAME: Carl Coates TEL: (408) 299-5199

SIGNATURE: _____ DATE: _____

County DBE Liaison Officer

PART 3 - FOR CALTRANS REVIEW:

DLA ENGINEER'S NAME: _____ SIGNATURE: _____ DATE: _____

Distribution (County use only): A. Fax or email 1 copy to Caltrans District Local Assistance Engineer (DLAE) (See instructions on next page); B. Include 1 copy in award package to Caltrans DLAE; C. Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-437-3024; D. Retain original copy in Project files.

Approved

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
ATTACHMENT K1 - CONSULTANT'S UDBE COMMITMENT

INSTRUCTIONS TO BIDDERS:

1. CONSULTANT must complete all required information in Part 1 of the Form (make copy of Attachment if additional space is needed), sign and submit it as specified hereinabove. Attach a written confirmation, such as a copy of quote, from each of the UDBE firms indicating its participation in the Contract. Other proposers must complete Part 1 of this Form and submit it when requested by the Project Engineer. Failure to submit this Form will be grounds for finding CONSULTANT's proposal nonresponsive.
2. It is the CONSULTANT's responsibility to verify that the UDBE falls into one of the following groups in order to count towards the UDBE contract goal. UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - (a) Black American
 - (b) Asian-Pacific American
 - (c) Native American
 - (d) Women
3. CONSULTANT must list the Description of Work to be subcontracted or Materials to be provided by UDBEs. Prime CONSULTANT shall indicate all work to be performed by UDBEs including, if the prime CONSULTANT is a UDBE, work performed by its own forces.
4. **IMPORTANT:**
 - Identify all UDBE firms being participating in this Project regardless of tier. Names of the First Tier UDBE subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work in ATTACHMENT D – CONSULTANT'S KEY PERSONNEL AND SUB-CONSULTANTS submitted with the proposal.
 - UDBE CONSULTANT and sub-consultants must be certified on the date proposals are due and include their address, certification number with expiration date and phone number.
 - There is no specific certification for UDBE firms. However, the California Unified Certification Program database (http://www.dot.ca.gov/hq/bep/find_certified.htm) breaks out DBE firms by gender and ethnicity to facilitate locating UDBE firms.
 - Provide copies of the UDBEs' quotes, and if applicable, copies of joint venture agreements.
5. CONSULTANT enters the claimed UDBE participation dollar amount of work to be performed by UDBEs. Refer to ATTACHMENT K - DBE CONTRACT PROVISIONS of the Agreement to determine how to count the participation of UDBE firms. If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of item to be performed or furnished by the UDBE.
6. UDBE participation is determined based on Maximum Compensation Limit less Additional Services Contingency.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated prior to issuing the Agreement to CONSULTANT for execution.
2. Project Engineer completes Part 2 of the Form with the information on County Agreement Number, if any, Federal Share Amount, and Contract Award Date upon receipt of the Form completed by CONSULTANT, and coordinates the review of CONSULTANT's information in Part 1 of the Form with County DBE Liaison Officer for signature, and distributes copies as specified in the footer of the Form.

IMPORTANT: Failure to send a copy to Caltrans DLAE within 15 days of contract award may result in de-obligation of funds for this Project.

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT
**ATTACHMENT K2 - UDBE INFORMATION-CONSULTANT'S GOOD FAITH
EFFORTS STATEMENT**

NOTE TO CONSULTANT:

CONSULTANT shall submit the following information to document adequate good faith efforts. CONSULTANT should submit the following information even if ATTACHMENT K1 – CONSULTANT'S UDBE COMMITMENT indicates that the CONSULTANT has met the UDBE goal. This will protect the CONSULTANT's eligibility for award of the Contract if the County determines that the CONSULTANT failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the CONSULTANT made a mathematical error.

Submittal of only ATTACHMENT K1 may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in ATTACHMENT K, ARTICLE C "SUBMITTAL OF UDBE COMPLIANCE DOCUMENTATION AND CRITERIA FOR AWARD" and provided to assist CONSULTANT in preparing its Good Faith Efforts documentation.

CONSULTANT's Name:	Quincy Engineering Inc.		
Project Title:	Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094		
Federal-aid Project No.:	BRLO-5937 (123)	Contract-Specified UDBE Goal:	9.70 %

The information provided herein shows that a good faith effort was made.

- A. The names and dates of each publication in which a request for UDBE participation for this Project was placed by the CONSULTANT (please attach copies of advertisements or proofs of publication):

Publications	Date of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting proposals for this Project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of Work which the CONSULTANT made available to UDBE firms, including, where appropriate, any breaking down of the Contract Work items (including those items normally performed by the CONSULTANT with its own forces) into economically feasible units to facilitate UDBE participation. It is the CONSULTANT's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Consultant Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	% of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the CONSULTANT's rejection of the UDBEs, the firms selected for that Work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the Bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the Work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the Project requirements for the Work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE sub-consultant purchases or leases from the prime CONSULTANT or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method & Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Approved

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

CONSULTANT Representative's Name (Print):			
Title:		Tel. No.:	
Signature:		Date:	

Approved

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT

ATTACHMENT K3 - CONSULTANT'S DBE INFORMATION

(Important: Inclusive of All DBEs including UDBEs listed at Bid Proposal)

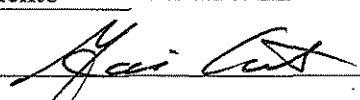
NOTE: THE SUCCESSFUL CONSULTANT MUST EXECUTE AND RETURN THIS FORM, EVEN IF NO DBE PARTICIPATION WILL BE REPORTED, PRIOR TO EXECUTION OF THE AGREEMENT BY THE BOARD & TO THE PROJECT ENGINEER.

For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408) 299-5865 or the Project Engineer.

PART 1 - FOR SUCCESSFUL CONSULTANT TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE) :	ADMINISTERING AGENCY: <u>County of Santa Clara</u>
PROJECT TITLE: <u>Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094</u>	FEDERAL-AID PROJECT NO.: <u>BRLO-5937 (123)</u>
TOTAL CONTRACT AMOUNT: \$ <u>400,000.00</u>	

ITEM/DESCRIPTION OF WORK or SERVICES TO BE SUBCONTRACTED; or MATERIALS TO BE PROVIDED (3) (4)	CERTIFIED DBE (2) (4)			DOLLAR VALUE OF WORK PERFORMED BY DBE (5)
	NAME & ADDRESS	CERTIFICATION NO. & EXPIRATION DATE	PHONE NO.	
Geotechnical	Parikh Consultants, 2360 Qume Dr. #A, San Jose, CA 95131	#020259 4-1-2014	(408) 452-9000	\$40,870.80
Hydraulic Studies	WRECO, 1243 Alpine Rd., #108, Walnut Creek, CA 94596	#30066	(925) 941-0017	\$18,160.00
				\$
				\$
				\$
Total DBE Claimed Participation Amount				\$59,030.80

Max. Compensation Limit:	\$ 382,408.93	Total Claimed DBE Participation (6):	
Less Add'l Services Contingency:	\$ -----	(Total DBE Claimed Participation Amount) X 100	15.44 %
Base Agreement Amount:	\$ 382,408.93	(Base Agreement Amount)	

CONSULTANT (Print): <u>Quincy Engineering Inc.</u>		PHONE NUMBER: <u>(916) 368-9181</u>	
ADDRESS: <u>3247 Ramos Circle</u>		CITY: <u>Sacramento</u>	
STATE & ZIP CODE: <u>CA. 95827</u>			
I certify that the above information is complete and accurate.			
NAME : <u>Mario Quest</u>	TITLE: <u>Project Manager</u>	SIGNATURE: 	DATE: <u>3-15-10</u>

PART 2 - FOR COUNTY TO COMPLETE: County Contract No: _____		Federal Share: \$ _____		Contract Award Date: _____	
To the best of my information and belief, the above information is complete and accurate.					
NAME: <u>Carl Coates</u>		TEL: <u>(408) 299-5199</u>		SIGNATURE: _____	
<u>County DBE Liaison Officer</u>				DATE: _____	

PART 3 - FOR CALTRANS REVIEW:		
DLA ENGINEER'S NAME: _____	SIGNATURE: _____	DATE: _____

Distribution (County use only):

A. Fax or email 1 copy to Caltrans District Local Assistance Engineer (DLAE) (See instructions on next page); B. Include 1 copy in award package to

Approved

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT
ATTACHMENT K3 - CONSULTANT'S DBE INFORMATION

INSTRUCTIONS TO SUCCESSFUL CONSULTANT:

1. The successful CONSULTANT must complete all required information in Part 1 of the Form (make copy of Attachment if additional space is needed), sign and submit it as specified hereinabove. Failure to submit this Form will prevent COUNTY from execution of the Agreement.
2. **IMPORTANT:** Identify **all** DBE firms participating in the Project, including all UDBEs listed on ATTACHMENT **K1** – CONSULTANT'S UDBE COMMITMENT regardless of tier. Names of the First Tier DBE subconsultants and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in ATTACHMENT **D** – CONSULTANT'S KEY PERSONNEL AND SUB-CONSULTANTS submitted with the proposal.
3. The successful CONSULTANT must list the Description of Work to be subcontracted or Materials to be provided by DBEs. Prime CONSULTANT shall indicate all work to be performed by DBEs including, if the prime CONSULTANT is a DBE, work performed by its own forces.
4. DBE CONSULTANT and sub-consultants must be certified on the date Proposals are due and include their address, certification number with expiration date and phone number. DBE sub-consultants shall notify the prime CONSULTANT in writing with the date of certification if their status changes during the course of the Agreement.
5. The successful CONSULTANT enters the claimed DBE participation dollar amount of work to be performed by DBEs. Refer to ATTACHMENT **K** - DBE CONTRACT PROVISIONS of the Agreement to determine how to count the participation of DBE firms. If 100% of item is not to be performed or furnished by the DBE, describe exact portion of item to be performed or furnished by the DBE.
6. UDBE participation is determined based on Maximum Compensation Limit less Additional Services Contingency.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated prior to issuing the Agreement to CONSULTANT for execution.
2. Project Engineer completes Part 2 of the Form with information on County Agreement Number, if any, Federal Share Amount, and Contract Award Date upon receipt of the Form completed by CONSULTANT, and coordinates the review of CONSULTANT's information in Part 1 with County DBE Liaison Officer for signature, and distributes copies as specified in the footer of the Form.
IMPORTANT: Failure to send a copy to Caltrans DLAE within 15 days of contract award may result in de-obligation of funds for this Project.

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT

ATTACHMENT K4 - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS

NOTE: CONSULTANT MUST COMPLETE AND RETURN THIS FORM MONTHLY TO THE PROJECT ENGINEER AT THE DEPARTMENT OF ROADS AND AIRPORTS (REFER TO INSTRUCTIONS ON NEXT PAGE).

Project Title: Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094

County Contract No.: _____ Federal-Aid Project No.: BRLO-5937 (123) Report Period From: _____ To: _____ (Month/Year)

% Project Completed: _____ Consultant: _____

\$ Amount of Project Completed: _____ Address: _____ City: _____

ORIGINAL CONTRACT AMOUNT (less Contingency): \$ _____ State & Zip Code: _____ Phone No.: _____

CURRENT CONTRACT AMOUNT (less Contingency): \$ _____

ADD'L SERVICES CONTINGENCY PAID TO DATE: \$ _____

Description of Work Performed or Materials Provided	DBE		CONTRACT PAYMENTS						Amount This Period	Amount To Date
	Company Name & Business Address	Certification No.	Non-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$	\$
Original UDBE Commitment: \$ _____ %		TOTAL:	\$	\$	\$	\$	\$	\$	\$	\$
UDBE Amount Paid to Date: \$ _____ %										

Legends: APA - Asian Pacific American BA - Black American NA - Native American UDBE - Under-utilized DBE W - Woman

Note: List all First Tier Sub-consultants, DBEs, and UDBEs regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments with Form. List actual amount paid to each entity.

I CERTIFY THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

Contractor's Representative

Business Phone No.:

Date:

Name

Title

Signature

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT
ATTACHMENT K4 - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS

INSTRUCTIONS TO CONSULTANT:

1. CONSULTANT must complete all required information on the Form (make copy of Form if additional space is needed). Completed form must be submitted as indicated hereinabove. Refer to ATTACHMENT K, ARTICLE H "SUB-CONSULTANT AND DBE RECORDS" of the Agreement for additional information.
2. The focus of the Form is to describe who did what by the description of Contract item, asking for specific dollar values of items of Work completed broken down by sub-consultants who performed the Work, both DBE and non-DBE work forces. DBE prime CONSULTANT is required to show the value of work performed by its own force.
3. The Form has a column to enter the description of Work performed or Materials provided, as well as a column for the sub-consultants' name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBEs should provide their certification number to the Prime CONSULTANT and notify the Prime CONSULTANT in writing with the date of the decertification if their status should change during the course of the Project.
4. The Form has six columns for the dollar value to be entered for the item of Work performed by the sub-consultant(s).
 - The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.
 - The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights Website at <http://www.dot.ca.gov/hq/bep> or by calling 916-324-1700 or the toll free number at 888-810-6346.
 - Based on this DBE Program status, the following table depicts which column to be used:

DBE PROGRAM STATUS	Column To Be Used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific American	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

 - If a CONSULTANT performing work as a DBE on the Project becomes decertified and still performs work after their decertification date, enter the total value performed by this CONSULTANT under the appropriate DBE identification column.
 - If a CONSULTANT performing work as a non-DBE on the Project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.
 - Enter the total of each of the six columns on the Form.
5. Any changes to DBE certification must also be submitted on ATTACHMENT K6 – DBE CERTIFICATION STATUS CHANGE to the Project Engineer.

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT

ATTACHMENT K5 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS

NOTE: CONSULTANT MUST COMPLETE AND RETURN THIS FORM TO THE PROJECT ENGINEER FOR ACCEPTANCE PRIOR TO RELEASE OF FINAL RETENTION AND CLOSE OUT OF CONTRACT.

For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408)-299-5865 or the Project Engineer.

PART 1 – FOR CONSULTANT TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE):				Administering Agency: <u>County of Santa Clara</u>	
Project Title: <u>Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094</u>					
County Contract No.: _____	County: <u>Santa Clara</u>	Route: <u>Uvas Road</u>	Post Miles: _____	Federal-Aid Project No.: <u>BRLO-5937 (123)</u>	
Administering Agency: <u>County of Santa Clara, Department of Roads & Airports</u>			Contract Completion Date: _____	Contract Amount: \$ <u>400,000.00</u>	
Consultant: _____				Phone No.: _____	
Business Address: _____		City: _____		State & Zip Code: _____	

Description of Work Performed or Materials Provided	DBE		CONTRACT PAYMENTS						Date Work Completed	Date of Final Payment
	Company Name & Business Address	Certification No.	Non-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
			\$	\$	\$	\$	\$	\$		
Original UDBE Commitment: \$ _____		TOTAL:	\$	\$	\$	\$	\$	\$		

Legends: APA - Asian Pacific American BA - Black American NA - Native American UDBE - Under-utilized DBE W - Woman

Note: List all First Tier Sub-consultants, DBEs, and UDBEs regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments with Form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

CONSULTANT's Representative: _____			Business Phone No.: _____		Date: _____
Mario Quest	Project manager				
<i>Name</i>	<i>Title</i>	<i>Signature</i>			

PART 2 – FOR COUNTY TO COMPLETE: TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT.					
County DBE Liaison Officer: _____			Business Phone No.: _____		Date: _____
Carl Coates			(408) 299-5199		
	Liaison Officer				
<i>Name</i>	<i>Title</i>	<i>Signature</i>			

Distribution: A. Original – Submit with Report of Expenditures to Caltrans District Local Assistance Engineer; 437-3024; C. Copy – Retain in Project files.

B. Copy – Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-

COUNTY OF SANTA CLARA - ROADS & AIRPORTS DEPARTMENT
ATTACHMENT K5 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUB-CONSULTANTS

INSTRUCTIONS TO CONSULTANT:

1. The information on this Form is required by FHWA/Caltrans. Contractor must complete all required information on Part 1 of the Form (make copy of Form if additional space is needed), sign and submit as specified herein above. Completed Form must be accepted by the Project Engineer prior to release of final retention and close out of Contract.
2. The Form requires specific information regarding the Construction Project: Contract Number, County, Route, Post Miles, Federal Aid Project Number, the Administering Agency, Contract Completion Date and Estimated Contract Amount. It requires the Prime CONSULTANT name and business address. The focus of the Form is to describe who did what by Contract item numbers and descriptions, asking for specific dollar values of items of Work completed broken down by subcontractors who performed the Work, both DBE and non-DBE work forces. DBE prime CONSULTANT is required to show the date of work performed by its own force along with the corresponding dollar value of Work.
3. The Form has a column to enter the Bid or Contract Item Number and description of Work performed or Materials provided, as well as a column for the sub-consultants' name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBEs should provide their certification number to the CONSULTANT and notify the CONSULTANT in writing with the date of the decertification if their status should change during the course of the Project.
4. The Form has six columns for the dollar value to be entered for the item of Work performed by the sub-consultant(s).
 - The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.
 - The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights Website at <http://www.dot.ca.gov/hq/bep> or by calling 916-324-1700 or the toll free number at 888-810-6346.
 - Based on this DBE Program status, the following table depicts which column to be used:

DBE PROGRAM STATUS	Column To Be Used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific American	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

- If a consultant performing work as a DBE on the Project becomes decertified and still performs work after their decertification date, enter the total value performed by this Contractor under the appropriate DBE identification column.
 - If a consultant performing work as a non-DBE on the Project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.
 - Enter the total of each of the six columns on the Form.
 - Enter the Date of Work Completed as well as the date of Final Payment (the date when the Prime CONSULTANT made the "final payment" to the sub-consultant(s) for the portion of Work listed as being completed).
5. Any changes to DBE certification must also be submitted on ATTACHMENT K6 – DBE CERTIFICATION STATUS CHANGE to the Project Engineer.

INSTRUCTIONS TO COUNTY:

1. The information on this Form is required by FHWA/Caltrans for its database. Project Engineer completes Part 1 of Form where indicated based on Caltrans E-76 information prior to issuing the Agreement to CONSULTANT for execution.
2. Upon receipt of the Form, the Project Engineer coordinates the review of CONSULTANT's information in Part 1 of the Form with County DBE Liaison Officer for signature and distribute copies as specified in the footer of the Form.

COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT

ATTACHMENT K6 - DBE CERTIFICATION STATUS CHANGE

NOTE: CONSULTANT MUST COMPLETE AND RETURN THIS FORM TO THE PROJECT ENGINEER FOR ACCEPTANCE PRIOR TO RELEASE OF FINAL RETENTION AND CLOSEOUT OF CONTRACT.

For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408)-299-5865 or the Project Engineer.

PART 1 – FOR CONSULTANT TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE):					Administering Agency: <u>County of Santa Clara</u>	
Project Title: <u>Agreement for Professional Engineering Services for Replacement of Uvas Creek Bridge 37C00094</u>						
County Contract No.: _____		County: <u>Santa Clara</u>	Route: <u>Uvas Road</u>	Post Miles: _____	Federal-Aid Project No.: <u>BRLO-5937 (123)</u>	
Administering Agency: <u>County of Santa Clara, Department of Roads & Airports</u>			Contract Completion Date: _____		Contract Amount: \$ _____	
Prime Consultant: _____					Phone No.: _____	
Business Address: _____			City: _____		State & Zip Code: _____	
<i>Prime Consultant: List all DBEs with changes in certification status (certified or decertified) while being employed by the prime Consultant, whether or not firms were originally listed for good credit. Attach DBE certification or decertification letter in accordance with ATTACHMENT K, ARTICLE F "CERTIFICATION STATUS" of the Agreement.</i>						
WORK ITEM	SUB-CONSULTANT(S)				AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE (LETTER ATTACHED)
	COMPANY NAME	BUSINESS ADDRESS	BUSINESS PHONE	DBE CERTIFICATION NO.		
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
Comments: _____						
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.						
CONSULTANT's Representative: <u>Mario Quest</u>			Project manager		Business Phone No.: _____	Date: _____
<i>Name</i>			<i>Title</i>		<i>Signature</i>	

PART 2 – FOR COUNTY TO COMPLETE: TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT.			
County DBE Liaison Officer: <u>Carl Coates</u>		Project manager	
<i>Name</i>		<i>Title</i>	
		<i>Signature</i>	
		Business Phone No.: _____	
		Date: _____	

Distribution (County use only): A. Original – Submit with Report of Expenditures to Caltrans District Local Assistance Engineer; B. Copy – Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-437-3024; C. Copy – Prime Contractor; D. Copy - Retain in Project files.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
ATTACHMENT K6 - DBE CERTIFICATION STATUS CHANGE

INSTRUCTIONS TO CONSULTANT:

1. CONSULTANT must complete all required information in Part 1 of the Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove.
2. The top of the Form requires specific information regarding the construction project: Project Title, Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Contract Amount. It requires the Prime CONSULTANT's name and business address. The focus of the Form is to substantiate and verify the actual DBE dollar amount paid to consultants on federally funded projects that had a change in certification status during the course of the completion of the Contract. The two situations that are being addressed by this Form are:
 - If a firm certified as a DBE and doing work on the Contract during the course of the Project becomes decertified, and
 - If a non-DBE firm doing work on the Contract during the course of the Project becomes certified as a DBE.
3. The Form has a column to enter the WORK ITEM as well as columns for the Sub-consultants' NAME, BUSINESS ADDRESS AND PHONE, DBE CERTIFICATION NUMBER.
4. The column entitled AMOUNT PAID WHILE CERTIFIED will be used to enter the actual dollar value of the work performed by those consultants who meet the conditions as outlined above during the period of time they are certified as DBE. This column should only reflect the dollar value of work performed while the firm was certified as a DBE.
5. The column entitled CERTIFICATION/DECERTIFICATION DATE (LETTER ATTACHED) will reflect either the date of the Certification Letter or the date of the Decertification Letter sent out by the Civil Rights Program. Support documentation must be attached to the Form.
6. The COMMENTS section is for any additional information that may need to be provided regarding any of the above transactions.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated based on Caltrans E-76 information prior to issuing the Agreement to CONSULTANT for execution.
2. Upon receipt of the Form completed and signed by CONSULTANT, the Project Engineer coordinates the review of CONSULTANT's information in Part 1 of the Form with County DBE Liaison Officer for signature and distributes copies as specified in the footer of the Form.

ATTACHMENT L - DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to Be Performed and Date(s) of Services, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheets(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

**ATTACHMENT L - DISCLOSURE OF LOBBYING ACTIVITIES
(Continuation Sheet)**

Reporting Entity:

____ of ____

Page

Approved

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-O01."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
 15. Check whether or not a continuation sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Approved