

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and Nolte Associates, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June, 19, 2012.

#### b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

#### b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

#### Modified or New Scope of Services:

CONTRACTOR, for the COUNTY'S benefit, shall perform the following additional tasks, in addition to the services set forth in Attachment A to the original contract (Exhibit 1):

Task 6.7 Phase I Initial Site Assessment (ISA) Assessment Update

Scope of Work:

CONTRACTOR shall prepare Phase I Initial Site Assessment study report for the proposed Anzar Road Bridge replacement project in San Benito County, California.

Generally the ASTM recommends a 1.0 mile radius for the data search. The ISA study will be prepared to identify potential hazardous waste sites and evaluate environmental factors that may have impacted the soil groundwater quality within the project limits. The study shall include data collection and documents research including historical land use based on study of aerial photographs and other relevant documents. The data research will be ordered from Environmental Data Research Inc. (EDR Inc.) for the proposed project. No field exploration and/or testing are included in this phase of the work.

Task 7.4 Construction Noise Study

Scope of Work:

The Construction Noise Memo will be completed by *Illingworth & Rodkin, Inc.*, a subconsultant to DJP&A, and will include: identifying sensitive receptors; quantifying noise levels from construction activities; establishing appropriate significance thresholds for noise impacts; identifying recommended noise mitigation measures; and summarizing the memo for submission to local agencies and Caltrans. This contract amendment includes one round of revisions to the Construction Noise memo. This contract amendment includes DJP&A time to coordinate preparation of the Construction Noise memo, as well as address loss of agricultural viability, another issue raised in the field review.

Task 7.5 Asbestos and Lead Based Paint Survey

Scope of Work:

Asbestos/lead-based paint survey shall be completed by *Geocon, Inc.*, a subconsultant to DJP&A. The survey will include up to 10 asbestos-containing material samples, up to 12 lead-based paint samples from the bridge and adjacent soils, and up to 6 soluble lead samples.

- [ ] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms.** (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.  
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
☒ The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☒ a total sum not to exceed \$327,952 \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) in the amount of \$314,238 and this amendment #1 in the amount not to exceed \$13,714, for a total contract value of \$327,952 and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:

**B-4. SPECIAL COMPENSATION TERMS:** (Check one.)

- ☐ There are no additional terms of compensation.  
☒ The following specific terms of compensation shall apply:  
(Specify)

<u>Study</u>	<u>Subconsultant Fee</u>	<u>NV5 Management Fee</u>	<u>Total Fee</u>
Task 6.7 Construction Noise Study	\$2,140	\$ 64	\$ 2,204
Task 7.4 Asbestos & Lead Based Paint	\$3,185	\$ 96	\$ 3,281
Task 7.5 Phase I ISA	\$7,989	\$240	<u>\$ 8,229</u>
		Total:	\$13,714

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.  
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☐ a total sum not to exceed \$ \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- ☐ There are no additional terms of compensation.  
☐ The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms. (Check one.)**

- ☒ There are no other terms of the original contract that are modified.  
☐ Other terms of the original contract are modified only as specified below:

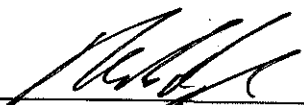
**Other Modified or New Terms:**

(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

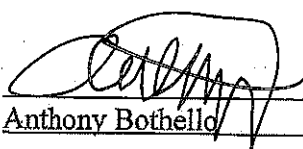

**CONTRACTOR**

  
Name/Title: Assessor

5-13-13  
Date

**COUNTY**

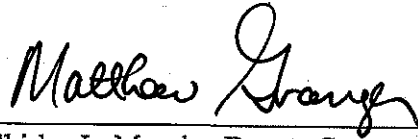
San Benito County Board of Supervisors

   
Anthony Bothello, Chair

6/4/13  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
~~Shirley L. Murphy~~, Deputy County Counsel

May 24, 2013  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 1**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Nolte Associates, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on June 19, 2012, and end on June 30, 2016, unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30.

7. **Specific Terms and Conditions** (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Steve Wittry

Title: Public Works Administrator

Address: 3220 Southside Road

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Bud Mullanix

Title: Principal

Address: 2495 Natomas Park Drive, 4<sup>th</sup> Fr.

Sacramento, CA 95833

Telephone No.: 916.641-9100

Fax No.: 916.641-9222

**SIGNATURES**

APPROVED BY COUNTY:

Jaime De La Cruz

Name: Jaime De La Cruz

Board of Supervisors, Chair

Date: 6/19/12

APPROVED BY CONTRACTOR:

Bud Mullanix

Name: Bud Mullanix

Title: Senior Vice President

Date: June 13, 2012

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: June 13, 2012



## ATTACHMENT A - SCOPE OF WORK

---

### Phase I - Preliminary Engineering, Environmental Clearance

#### Task 1: Project Management

##### Task 1.1: Management

CONTRACTOR will perform the activities necessary to plan, direct, and coordinate the work of the design project. This work will include preparation of a project work plan, project schedule, and regular monthly project progress reports and invoices that include percentage of project completion. In addition, as part of the project, CONTRACTOR will establish and maintain a project filing system to keep records with all correspondence, communications, and submittals. Throughout the project, CONTRACTOR will document communications between the various parties involved, including subconsultants.

The County of San Benito has established an annual goal of 4% for the Under-utilized Disadvantaged Business Enterprise (UDBE) as a requirement in any federally funded project. This project is federally funded and contractor must comply with the UDBE requirements as spelled out in RFP/RFQ proposal submitted and signed by the contractor during consultant selection process and is hereby attached and become enforceable as part of this contract. Contractor must submit Exhibit 10-O1 and Exhibit 10-O2 showing his UDBE participation, good faith effort and contractor's commitment in compliance with federal guidelines for compliance with the UDBE requirements.

##### Task 1.2: Meetings

Following the Notice to Proceed, CONTRACTOR will facilitate and attend a project initiation meeting to review the schedule and other project items, and to establish communication lines with San Benito County and the project team. In addition, CONTRACTOR will attend three additional site field-reviews, or other project meetings as required to identify, address, or resolve other project issues as they arise. The CONTRACTOR Project Manager will coordinate closely with San Benito County to ensure critical issues are raised and resolved at the meetings. Key CONTRACTOR team members will attend these meetings as needed.

##### Task 1.3: Quality Assurance/Quality Control

Throughout the project, CONTRACTOR will ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes implementing our standardized process flow charts for HBP projects, developing a project work plan manual, and conducting peer reviews and an independent bridge design check. We have referenced the various steps of our Quality Assurance/Quality Control Plan throughout our proposed project scope of work.

#### Task 1.4: Project Schedule

CONTRACTOR will prepare a comprehensive project schedule and submit it to the County for review and approval. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be updated on a monthly basis to reflect any changes and will be submitted to the County for review. CONTRACTOR will develop the project schedule using Microsoft Project for Windows.

#### Task 2: Existing Document Review

CONTRACTOR will review all available information regarding the existing bridge and site including data provided by San Benito County. Information taken from our research and previous site visits will assist us in determining the best construction procedures for rehabilitating or replacing the existing bridge. This data will later be used during the preparation of the project plans, specifications, and estimates.

#### Task 3: Utility Coordination

CONTRACTOR will provide utility coordination by contacting San Benito County, Pacific Gas & Electric Company, Cal American Water, AT&T, Nextel and Verizon to identify the locations of existing utilities and the requirements for planned utility relocations for this project. CONTRACTOR will also contact the local farmers concerning their irrigation pipelines adjacent to the existing bridge. Coordination with each utility will occur in three basic steps.

The first step will be to send a project limits drawing to all of the affected utilities and request information related to the location of their existing and/or planned future facilities. Once this information is received, CONTRACTOR will plot the utilities on the preliminary project drawings and identify utility conflicts with the proposed project improvements. These plans will be resubmitted to the utility companies for verification of their facilities and review of required relocations. The third step will be to provide each utility with the final plans showing the final location of all utilities (existing or relocated as required by the project) for final review and approval. If a utility requires relocation, these drawings will be accompanied by a letter requesting the utility to relocate their facility as shown on the final plans. CONTRACTOR will develop the utility relocation request letters for County signature.

#### *Deliverables:*

- Two sets of Project Limit Drawings submitted to each affected utility company and County
- Two sets of plans submitted to each affected utility and County for final review

#### Task 4: Survey and Base Mapping

CONTRACTOR will provide the project base mapping in AutoCAD and cross sections for Anzar Road and San Juan Creek. The base mapping will include:

- Existing Topography
- Design Survey Control
- Existing and Proposed Right of Way Limits

#### Task 4.1: Topographic Survey

CONTRACTOR will provide topographic field surveys necessary to prepare the project base map. Topographic items include:

- Ground elevations sufficient to create 1' contours on site
- Cross sections of San Juan Creek 50' north and south of the bridge location
- Road cross sections at 50' intervals 300 feet east and west of San Juan Creek
- Location of existing utilities
- Existing ditches through the project
- Existing power lines, poles & panels
- Existing communication lines, poles & panels
- Survey control monuments

The following items are excluded from this proposal:

- Potholing
- Replacing or setting monuments for property corners
- Construction Staking

#### Task 4.2: Right of Way Survey and Constraints Map

CONTRACTOR will perform field surveys to locate existing right-of-way monumentation, review Preliminary Title Reports (as provided by the County), calculate the location of the existing right of way and prepare a Right of Way Constraint Exhibit after the preferred alternative has been determined and the project limits set. This exhibit will show the project footprint superimposed on the existing right of way to help determine the location of the revised right of way limits.

##### *Deliverables:*

- Two sets of the Base Map Drawings
- Two sets of the Right of Way Constraints Map

### Task 5: Hydrologic and Hydraulic Analysis

The first task to be performed by CONTRACTOR's hydraulic engineers will be to coordinate with San Benito County to obtain any hydrologic or hydraulic studies or data related to the San Juan Creek. For this task analysis, it is assumed that design flows are not available or established for this section of San Juan Creek. Peak design flows will be determined from regional flood-frequency equations established by San Benito County or the State of California.

#### Task 5.1: Establish Existing Conditions

Stream cross sections prepared by CONTRACTOR will be utilized to develop a hydraulic model of the stream in the vicinity of the bridge. The San Juan Creek hydraulic model will be developed for use in the HEC-RAS computer program with the peak flood discharges determined from County or State regional flood-frequency equations. The hydraulic model will be used to determine water surface elevations (WSEL) with the existing bridge geometry.

#### Task 5.2: Analyze Flooding Impacts for Alternative Bridge Types

The bridge alternatives will be evaluated to estimate their potential impacts on existing flood conditions. This analysis will consider impacts of the bridge deck configurations and approach roadway vertical alignments.

Following the selection and approval of the recommended bridge alternative, a detailed analysis of the hydraulic impacts (both positive and negative) of the selected design will be conducted. For this task, the hydraulic model will be used to determine the WSEL (for an objective release). This hydraulic analysis will be consistent with the requirements of the Caltrans Highway Design Manual, Chapter 800, Paragraph 821.3.

The hydraulic model will also provide flow velocities upstream, within, and downstream of the structure. These velocities will be used to assess the potential for scour at the bridge abutments and will be used to design protective measures to minimize scour at these locations.

#### Task 5.3: Hydrologic and Hydraulic Analysis Report

Using the data obtained from the existing document review, input provided by the regulatory agencies, and the results of the hydraulic analysis, CONTRACTOR will prepare a hydrologic and hydraulic report. This report will include the appropriate items identified in Local Programs Manual, Section 08, Exhibit 08-3, "Checklist for Drainage Studies and Reports."

The report will summarize the hydraulic capacity requirements and existing flow conditions. The summary will also include a plot of the floodplain on the map prepared from the project's topographic survey. This summary report will also include the hydraulic parameters for the design of the bridge cross section. The parameters will include flow velocity, scour potential, recommended scour protection, approach channel configuration, and design water surface elevation.

#### Task 5.4: Contract Plans

CONTRACTOR will summarize pertinent hydraulic and hydrologic data on the contract plans. The data will include the frequency, magnitude, and pertinent water surface elevations for the design flood, base flood, overtopping flood, and flood of record, if available.

##### *Deliverables:*

- Four copies of the Draft Hydraulic Design Report
- Four copies of the Final Hydraulic Design Report (Submitted with the Final (100%) PS&E)

### Task 6: Geotechnical Investigations

As a subconsultant to CONTRACTOR, Parikh Consultants, Inc. (PCI) will provide the geotechnical investigation services for the project.

#### Task 6.1: Research and Data Collection/Permits

PCI will review readily available geologic and soil literature in the vicinity of the site. Documents to be reviewed could include any available as-built drawings and Log of Test Borings (LOTB).

PCI will also comply with the County permit requirements and achieve USA clearance for the proposed geotechnical boring locations.

#### Task 6.2: Field Exploration

For the proposed bridge replacement structure, PCI will drill 2 borings up to 70' in depth. This will include a maximum of 10' of rock coring (to confirm rock conditions), if encountered. Hollow stem auger drilling is proposed. These explorations will provide an evaluation of subsurface soils/rock conditions for the proposed structure. PCI will also collect up to two bulk samples from the roadway subgrade to evaluate the R-value for pavement design purposes.

The boring locations will depend upon the available access and any boring data from previous studies. PCI anticipates using a truck-mounted drill rig to conduct the necessary drilling. The bore location will be placed in the general area of the proposed abutment locations. No traffic control is anticipated at this time.

PCI will classify and continuously log subsurface soil conditions encountered at each test boring during drilling. PCI will also obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

#### Task 6.3: Laboratory Testing

PCI will perform laboratory tests on representative soil and/or rock samples such as moisture density, unconfined compression, gradation analyses, corrosion tests, R-value tests and Plasticity Index, as necessary.

#### Task 6.4: Soil Analysis and Evaluation

PCI will perform engineering analyses and develop design recommendations for the proposed foundations. CIDH piles, driven piles, or spread footings are anticipated to be viable foundation types.

#### Task 6.5: Prepare Draft Foundation Report

PCI will prepare a draft foundation report for review and comment. This report will include preliminary recommendations for the bridge foundations as well as recommendations for the roadway approach pavement section. In addition, this report will include a discussion of seismic considerations, liquefaction potential, and site soil conditions. Information related to Caltrans Seismic Design Criteria (SDC v 1.4) with 2009 updates, the most recently revised Seismic Design Guidelines, and ARS curves (2009) will also be provided.

#### Task 6.6: Prepare Final Foundation Report

PCI will prepare a detailed final foundation report. This report will incorporate review comments received on the draft report. The final report will also include final design recommendations for the bridge foundations, footing/pile cap elevations, lateral design parameters. The Caltrans seismic design parameters will be updated as well if necessary.

As part of this task, PCI will also prepare a full size reproducible Log of Test Borings (LOTB) sheet for inclusion in the contract plans.

*Deliverables:*

- Four copies of the Draft Foundation Report
- Four copies of the Final Foundation Report (Submitted with the Final (100%) PS&E)

## Task 7: Environmental Clearance Documents

As a subconsultant to CONTRACTOR, David J. Powers and Associates (DJP&A) will perform the environmental field surveys and prepare the environmental clearance documents for the project. DJP&A anticipates the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. DJP&A's scope assumes Caltrans will prepare the NEPA document (i.e., CE) based on the technical studies prepared by the consultant team. If an adverse effect is identified, an Environmental Assessment (EA) may be required to satisfy NEPA.

The County will be the lead CEQA agency during the preparation of the CEQA environmental document. DJP&A anticipates the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND) under Article 6, Section 15070. However, the type of documentation is dependent on the project's ultimate impact on biological resources, cultural resources, and noise. The potential for impacts to these resources located within the project area cannot be accurately determined prior to completing the environmental technical studies. If it is determined during the environmental clearance process that there would be significant impacts to those resources even with the application of mitigation, an Environmental Impact Report (EIR) would be required and DJP&A's scope and budget would need to be modified accordingly.

### Task 7.1: Project Management and Coordination

DJP&A will review the relevant background and technical information generated by the County and/or the project team. DJP&A will conduct a site visit to evaluate and document the existing project site conditions.

DJP&A will attend meetings with staff from the County and project team as appropriate, during the CEQA/NEPA process. DJP&A's scope assumes attendance of the Principal Project Manager and/or Project Manager at up to two (2) staff coordination meetings, including participation at the Caltrans field review. DJP&A can attend additional meetings, on a time and materials basis, if requested.

DJP&A will prepare a draft Project Description that will include a description of the physical characteristics of the Anzar Road Bridge project. Project design detail and information about construction method, staging, and schedule will be based upon information provided by the project team. The draft Project Description will be provided to the project team for review prior to use in the technical studies.

DJP&A will coordinate with the project team and the County, as necessary, to identify and resolve any documentation requirements and project specific issues that will need to be addressed during the development of the NEPA and CEQA documentation. Coordination will take place in the form of phone calls and e-mail correspondence.

### Task 7.2: Process for NEPA Documentation

Based on the preliminary information provided by the County, a Categorical Exclusion (CE) with technical studies will be the likely document prepared for the project under NEPA. DJP&A will coordinate the preparation of all the necessary technical reports/memos required to support the CE, as described below. Once the reports are approved, Caltrans will attach them to the one page CE form that they prepare, and the entire packet will be considered the CE document.

Based on the preliminary project description, several technical studies will be required under NEPA to accompany a CE. These studies will specifically comply with NEPA-related environmental processes, including Section 106 of the National Historic Preservation Act, the Endangered Species Act, and Executive Order 11990 (Protection of Wetlands). DJP&A will prepare the required technical reports, as described below.

These studies will be prepared per Caltrans' Standard Environmental Review (SER) format. Following preparation and receipt of these studies, DJP&A will compile and package the draft technical studies for submittal to the team for review and comment. DJP&A's scope assumes one review cycle for the reports. Upon approval by the County and the project team, these technical studies will be submitted to Caltrans for review and comment. The technical studies will then be reviewed by the appropriate Caltrans technical staff. DJP&A will respond to Caltrans comments and will revise the technical materials, as necessary.

#### Task 7.2.1: NEPA Technical Studies - Biological/Wetlands

##### *Natural Environment Study (NES)*

H.T. Harvey and Associates (HTH), as a subconsultant to DJP&A, will prepare a Natural Environment Study (NES) for the project. This task will include a kick-off meeting and a follow-up site inspection visit to evaluate the extent of work based on the most recent project plan set. The known sensitive habitats on site and the potential for special-status species require that a plant/wetland ecologist and a wildlife ecologist visit the project site. The data collected will be used as the basis for preparing an NES per Caltrans guidelines.

##### *Jurisdictional Delineation*

Due to the presence of wetland and riparian habitats directly adjacent to and beneath the existing bridge, HTH will conduct the field work and other analysis necessary to prepare a Jurisdictional Delineation.

- **Field Surveys:** Data on the soils, vegetation, and hydrology within potential wetlands on the site is necessary in order to complete a formal delineation. HTH will delineate the boundaries of these features according to methodologies outlined in the US Army Corps of Engineers (USACE) Wetland Delineation Manual and other USACE guidance. To that end, a routine, on-site delineation of wetlands that occur in the project area will be completed. In addition to wetlands, any other potentially jurisdictional features, including "other waters" of the U.S. and State, will be delineated and described per USACE requirements.

- **Jurisdictional Delineation Report:** HTH will prepare a technical report summarizing the methods and results of the field survey of jurisdictional Waters of the U.S. and State. The report will be prepared to specifications developed by the San Francisco District of the USACE and will be of sufficient detail for agency review and a jurisdictional determination. It will include a brief description of existing conditions, description of field techniques employed in the delineation, wetland data sheets, and copies of aerial photographs and maps which show the extent of jurisdictional waters on the project site. The limits of all wetlands/waters will be surveyed via GPS.
- **Site Visit with USACE Representatives for Verification:** Following the submittal of the Wetland Delineation Report to the USACE, HTH will meet with staff of the USACE on the project site to verify the delineation of jurisdictional waters. Revisions will be made to the technical report and accompanying maps, if necessary, after the site visit with USACE representatives.

#### *Biological Assessment (BA)*

HTH will prepare a draft Biological Assessment (BA) document according to Caltrans format guidelines required by the United States Fish and Wildlife Service (USFWS) and/or National Maritime and Fisheries Service (NMFS) for the purpose of conducting a formal or informal Section 7 Consultation. The draft BA will be submitted to DJP&A for review. It is anticipated that the revisions to the draft BA will be relatively minor.

#### *Consultation Support*

It is assumed, as is usual for Local Assistance Projects with federal funding from FHWA, that the Federal Endangered Species Act (FESA) Section 7 consultation will be conducted by Caltrans. However, during the consultation process it is usual for Caltrans to need supporting documentation from the local agency. This task assumes that HTH will draft responses to a minimal number of comments from the USFWS on the BA and will provide minor additional information in memo form to support Caltrans' consultation process.

The following assumptions are included in the scope of work for biological resources:

- At the present time, it is assumed that an Incidental Take Permit for impacts to state listed species is not needed for the project.
- A riparian/wetland Mitigation and Monitoring Plan may be needed for work in the creek; preparation of this document is not included in the current scope.

#### **Task 7.2.2: NEPA Technical Studies - Cultural Resources**

DJP&A and Holman and Associates, as a subconsultant to DJP&A, will prepare the cultural studies to comply with Section 106 of the National Historic Preservation Act (NHPA). These studies will include:

#### *Area of Potential Effects (APE) Map*

DJP&A will assist the project team in preparation of the Area of Potential Effects (APE) map and an initial Project Description, for submittal to Caltrans. DJP&A will help the team coordinate the revision and approval



of the APE map and Project Description by the Caltrans staff. This scope assumes that the APE will be revised no more than twice, all prior to the archaeological field survey. Changes to the APE after fieldwork may result in additional costs not included in this budget.

#### *Section 106 Cultural Resources Report*

Holman and Associates, will prepare the Section 106 Cultural Resources Report, which will evaluate the potential for the project to affect archaeological and historic resources. The following tasks will be included in this report:

A records search will be conducted at the Northwest Information Center of the California Historical Resources Information System (NWIC) of all cultural resources and studies within one-half mile of the project area and any additional resources or investigations that might be applicable. This will include an archival research and review of maps and literature on file.

Native American consultation will be conducted beginning with the Native American Heritage Commission (NAHC) and, if possible, continuing with anyone on a contact list they provide. A local historical group will also be contacted. To initiate this potential long process, letters to the NAHC and the historical group will be submitted as soon as DJP&A receives authorization to proceed.

An archaeological survey will be conducted of the entire project area. Inventory methods will be determined in the field, depending on the findings of the NWIC review, ground surface visibility, and other factors that have a bearing on archaeological sensitivity.

An Archaeological Survey Report (ASR) will be prepared based on Caltrans guidelines and in consultation with their Professionally Qualified Staff (PQS). These will include a summary of the records search results, Native American consultation, and the field survey along with applicable maps. This report will be submitted to Caltrans' PQS for review. This scope assumes there will be only one round of Caltrans review.

A Historic Properties Survey Report (HPSR) will be prepared that incorporates final drafts of the APE map and the ASR. The Anzar Road Bridge has been identified as Category 5, which will be documented in this report. This proposal assumes that a Caltrans reviewer will agree with this evaluation and will not require any additional architectural work be completed for this bridge, and assumes there will be only one round of Caltrans review.

#### **Task 7.2.3: NEPA Technical Studies - Other Technical Reports**

Based on the project description, the Anzar Road Bridge project will likely require preparation of additional technical reports for the environmental review. This scope of work assumes that these reports will be provided to DJP&A by the project team. These reports are anticipated to include:

- Location Hydraulic Study (LHS)/Floodplain Evaluation Report Summary
- Preliminary Geotechnical Study

Since a Preliminary Environmental Study (PES) form has not been prepared for this project, it is possible that additional technical memoranda may be required by Caltrans following the field review and the completion of the PES. Based on our previous work in District 5, these memoranda may include:

- Construction traffic memorandum
- Construction noise memorandum
- Form AD-1066 - Farmland Impact Conversion Rating
- Relocation Impacts/Community Impact Assessment memorandum

Preparation of these memoranda and forms are not included in this scope of work, but may be prepared by DJP&A under a separate scope of work, if required by Caltrans or the County

Task 7.2.4: Coordinate NEPA Categorical Exclusion with Caltrans  
Upon approval of all technical studies by Caltrans, DJP&A will coordinate the completion and signoff of the NEPA CE with Caltrans staff.

Task 7.3: CEQA Notice of Exemption (NOE)  
DJP&A will prepare the CEQA Notice of Exemption (NOE) forms and provide them to the County and the project engineers for review and comment. DJP&A will coordinate any revisions with the County and will provide a final version of the CEQA NOE for signature. DJP&A will also file the CE forms with the State Clearinghouse and County Clerk.

## Task 8: Preliminary Engineering and Type Selection

CONTRACTOR will plan, design, and coordinate the required preliminary engineering documents needed to scope the extent of the project. This task will include the analysis of one alternative of the structural retrofit and rehabilitation of the existing bridge and three bridge replacement alternatives. CONTRACTOR will also prepare the Bridge Type Selection Report, develop the preliminary roadway alignment, and prepare the 30% plan set and estimate. Portions of the 30% plans will be used as figures in the project environmental clearance documents.

### Task 8.1: Bridge Type Selection Report

Information taken from our research in Task 2 will be used to assist us in determining the best project alternative. In coordination with the County, CONTRACTOR will provide the alternative analyses and type selection services necessary to select the most appropriate bridge type and prepare the Bridge Type Selection Report. Upon completion of our analysis, we will produce and submit a report recommending the preferred roadway alignment and bridge type to San Benito County for selection.

Our current thinking on the horizontal road alignment is to maintain the existing straight alignment. The road approaches will be widened to meet the AASHTO Geometric Design Policy Manual minimum width of 40 feet (two 12-foot lanes and two 8-foot shoulders) for a major collector with an Average Daily Traffic (ADT) count of 2000. Dependent on the bridge alternative (retrofit / rehabilitation or replacement), the vertical alignment may also need to be adjusted slightly to accommodate the freeboard and passage of the flows within San Juan Creek. The Highway Bridge Program requires the replacement bridge structure to pass the storm of record, 50

year storm flow plus 2 feet of freeboard, or the 100 year storm, whichever requires the highest bridge soffit elevation. CONTRACTOR will also prepare the road alignment based on a design speed of 45 mph.

CONTRACTOR will analyze one alternative of the structural retrofit and rehabilitation of the existing bridge and three bridge replacement alternatives:

- Reinforced concrete slab
- Cast-In-Place, Post Tensioned Concrete Slab
- Pre-cast Pre-stressed Concrete Slab

CONTRACTOR will weigh the advantages and disadvantages associated with each of these bridge types to determine the most appropriate bridge alternative. Upon completion of our alternative analysis, CONTRACTOR will prepare a Bridge Type Selection Report. A General Plan Sheet will be prepared to describe each alternative. The vertical profile and horizontal alignment of each bridge alternative will be based upon the hydraulic information and preliminary roadway geometries developed by CONTRACTOR. A narrative description addressing pertinent information about each alternative will be provided in the Type Selection Report. A preliminary planning study cost estimate for each alternative will also be prepared. Costs will be prepared in accordance with Caltrans Standard Planning Study Cost Estimating practices. CONTRACTOR will prepare the final PS&E project plans based upon the selection of a preferred alternative by the County and the approval of the Bridge Type Selection Report.

A draft version of the Bridge Type Selection Report will be submitted to the County and Caltrans for review and comment. Upon receipt of the comments on the draft report, CONTRACTOR will prepare a final Bridge Type Selection Report.

*Deliverables:*

- Four sets of the Draft Bridge Type Selection Report
- Four sets of the Final Bridge Type Selection Report (Submitted with the 30% Plans)

**Task 8.2: 30% Preliminary Plans and Estimate**

Upon receipt of written documentation from San Benito County identifying the preferred bridge type for the project and approval of the Bridge Type Selection Report, CONTRACTOR will prepare preliminary roadway and bridge plans for the selected project alternative (one alternative). The preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Right of Way Constraint Exhibit
- Preliminary Bridge General Plan Sheet

These preliminary plans will provide enough data to convey the complete scope of the project. All plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual.

Concurrent with the development of the 30% plans, CONTRACTOR will prepare preliminary construction costs. Costs will be estimated for approximate quantities of roadway materials and structural bridge items. The cost estimate spreadsheet will be developed using Microsoft Excel.

*Deliverables:*

- Four sets of half size (11x17) 30% Preliminary Plans
- Four sets of the preliminary construction cost estimate for the preliminary design

## Phase II - Final Design

### Task 9: Final Plans and Special Provisions

After the environmental documents have been approved and acceptance has been given on the 30% Preliminary Plans, CONTRACTOR will begin design work and preparation of the PS&E. This phase will include development of the bridge and roadway plans which will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This phase will also include preparation of Special Provisions to accompany the State of California Standard Specifications.

#### Task 9.1: Intermediate (65%) PS&E

The initial step of the final design phase will be development of the intermediate (65%) submittal of the plans, special provisions, and estimate (PS&E).

##### Task 9.1.1: Bridge Design

CONTRACTOR will prepare a full structural design selected bridge alternative identified in the Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

A detailed description of CONTRACTOR's bridge design subtasks is given below:

- **Superstructure Design:** The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.
- **Substructure Design:** The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. The substructure items will be designed in accordance with the Caltrans Bridge Design Specifications Manual for vertical loading and lateral loading.

- **Seismic Design:** After member sizes have been determined during the superstructure and substructure designs, CONTRACTOR will analyze the bridge for seismic loading. Information that will be used to determine the design seismic loads includes the maximum ground acceleration, and depth to bedrock. This information is to be supplied by PCI. Once CONTRACTOR has obtained the site parameters, this information will be coupled with the structural parameters of the bridge to determine seismic loads and reactions. Requirements in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual will be used to determine the loading.

#### Task 9.1.2: Roadway Design

CONTRACTOR will refine the selected horizontal and vertical roadway alignment developed in our 30% submittal package. CONTRACTOR will design roadway cross sections and construction details as part of this subtask. Detailed earthwork calculations will be performed, and drainage systems and construction staging requirements will also be developed.

#### Task 9.1.3: 65% Plans, Special Provisions, & Construction Cost Estimate Preparation

Concurrently with the design efforts for the project, CONTRACTOR will prepare the 65% PS&E. This phase will include the development of the bridge and roadway plans, including roadway layout, drainage, signing and striping. These plans will be prepared in accordance with Caltrans' Bridge Design Details Manual and the Highway Design Manual. This task will also include the preparation of Special Provisions to accompany the State of California Standard Specifications. Environmental mitigation requirements, if required, will be incorporated into the development of these documents.

#### *Plans*

The plan sheets will be prepared in English units. CONTRACTOR intends to use AutoCAD Civil 3D. We will develop our drawing files using San Benito County's standard sheet format. We anticipate roadway layout plans to be at a scale of 1"=40' or 1"=20', and roadway construction details to be at a scale of 1"=10' unless otherwise requested by the County. Bridge plans will be at the required feet and inch scales.

Plans for all submittals will include the following:

- Title Sheet & Key Map
- Roadway Typical Cross Section Sheet
- Roadway Plan and Profile Sheets
- Construction Detail Sheets
- Temporary Erosion/Pollution Control Sheets
- Roadway Drainage Plan
- Utility Plan
- Signing and Striping Plan
- Bridge General Plan
- Bridge Foundation Plan
- Abutment Detail Sheets
- Bridge Typical Section Sheet
- Bridge Girder Layout Sheet
- Bridge Railing Plan

▪ Log of Test Borings Sheet

*Special Provisions*

CONTRACTOR will use the most current version of the Standard Special Provisions available from Caltrans, 2010, and will revise the Standard Special Provisions to meet the requirements for this specific project. The Special Provisions document will be developed using Microsoft Word.

*Cost Estimate*

Along with the Plans and Special Provisions, a detailed construction cost will be developed. A Marginal Estimate will be prepared as an estimate of probable construction cost for the project. This estimate will be based on quantity take-off calculations performed and checked by the designer, and unit cost information for each of the items listed. The unit cost data will be based on past relevant experience with similar projects; including any San Benito County construction cost data, and the latest version of Contract Cost Data prepared by Caltrans.

Task 9.1.4: Intermediate (65%) PS&E Submittal

Upon completion of this portion of work and after the environmental documents have been approved for the project, CONTRACTOR will submit for review and comment the 65% PS&E package.

*Deliverables:*

- Four sets of half-size (11x17) 65% Plans
- Four sets of annotated 65% Draft Technical Special Provisions
- Four copies of the 65% Construction Cost Estimate
- "Red Line" set of Plans with County review comments on the Preliminary (30%) Submittal

Task 9.2: Independent Design Check

At the 65% complete stage of the project, a comprehensive Quality Control Review of the Plans, Specifications, and Construction Cost Estimate will be performed by a senior staff member. In addition, an independent bridge design check will be conducted. The independent design check will be performed on the 65% plan set by an engineer not involved in the initial design of the project. It will consist of a thorough review of the Bridge Plans and Draft Special Provisions. The design checker for action or response will prepare a list of issues to be addressed by the designer and a set of independent check calculations.

Task 9.3: Response to Review Comments/ 95% PS&E Submittal

Task 9.3.1: Response to Review Comments/95% PS&E Revisions

Upon receipt of the County, State, and other review agency comments, revisions will be made to the Plans, Specifications and Special Provisions in preparation for the 95% submittal package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions. The project Special Provisions will also be finalized in Caltrans' standard format for inclusion in the Bid Documents along with the boilerplate portion provided by San Benito County.

#### Task 9.3.2: 95% PS&E Submittal

A complete set of checked Plans, Specifications, and Construction Cost Estimate will be submitted to San Benito County and Caltrans for final review and approval.

##### *Deliverables:*

The 95% submittal will include items listed below:

- Four sets of half-size (11x17) 95% plans
- Four sets of annotated 95% Special Provisions
- Four copies of the 95% Construction Cost Estimate
- "Red lined" set of Plans with County review comments on the 65% submittal

#### Task 9.4: Final PS&E Submittal

Design comments on the 95% PS&E submittal made by San Benito County and Caltrans will be incorporated into the Final Plans, Special Provisions and Estimates, as appropriate.

The final PS&E will include the following items:

- Checked Structural Bridge Plans
- Final Roadway Plans
- Special Provisions for Construction
- Engineer's Estimate
- PS&E Checklist
- Resident Engineer's Files

The final Plans, Special Provisions, and Estimates will be prepared in accordance with the Local Programs Manual and presented to San Benito County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

##### *Deliverables:*

The final submittal will consist of:

- One set of full size (24x36) Plans signed and stamped on Mylar
- One set of half size (11x17) Plans signed and stamped on Mylar
- One camera-ready set of Special Provisions, including San Benito County's Boiler Plate as provided by the County
- One hard copy of the PS&E Checklist
- Four sets of Quantity Calculations
- Four sets of signed and stamped bridge calculations
- Compact Disk containing electronic files of the signed contract Plans (Half and full size PDF files), Special Provisions (Microsoft Word), and Estimate (Microsoft Excel)
- "Red lined" set of Plans with County review comments on the 95% submittal

### Task 10: Right of Way Engineering Services

Based on the finalized right of way alignment, CONTRACTOR will prepare right of way plats and legal descriptions necessary for temporary construction easements, permanent easements and the acquisition of additional right of way, if required. Based on available assessors' maps

covering the project site, we have based our fee on providing a maximum of two (2) plats and legal descriptions.

The County will be responsible for appraising and acquiring all necessary easements and right of way takes. Right of way appraisal and acquisition services are not included in our scope of services or fee.

*Deliverables:*

- Two copies of signed Plat Maps and Legal Descriptions for affected parcels.

## Task 11: Regulatory Agency Permitting Assistance/Commitment Record

The project will involve compliance with Sections 401 and 404 of the Clean Water Act (CWA), and Section 1602 of the California Fish and Game Code. Permits required for this project include a Nationwide Permit Authorization from USACE to satisfy Section 404 of the CWA, a Water Quality Certification from the Regional Water Quality Control Board (RWQCB) to satisfy Section 401 of the CWA, and a Lake or Streambed Alteration Agreement from the California Department of Fish and Game (CDFG) to satisfy Section 1602 of the California Fish and Game Code.

### Task 11.1: Prepare USACE Section 404 Nationwide Permit Application Package

Based upon review of the Project Description, this project qualifies for a Nationwide Permit (33, Temporary Construction Access and Dewatering, or 14, Linear Transportation Projects). HTH will assemble a Nationwide Permit application package that includes Engineering Form 4345, a Project Description, summary of previous environmental studies, and an assessment of impacts and discussion of suitable mitigation measures.

HTH will submit a first-review administrative draft USACE permit package to DJP&A for review and comment, and DJP&A will subsequently forward the permit packages to the project team for review. After incorporation of any changes, the package will be submitted to USACE. HTH will maintain regular contact with USACE to monitor processing of the permit application.

### Task 11.2: Prepare RWQCB 401 Certification/Waste Discharge Requirement Application Package

HTH will prepare a water quality certification/waste discharge requirement application to submit to the RWQCB. The complete permit package includes much of the same information that is to be submitted to USACE; however, the RWQCB application requires additional material related specifically to water quality. This includes all copies of CEQA documents, all correspondence with USACE, RWQCB, CDFG and USFWS staff, impact assessment, and project drawings. In addition, RWQCB requires a processing fee for handling the application.

HTH will submit a first-review administrative draft RWQCB permit package to DJP&A for review and comment, and DJP&A will subsequently forward the permit packages to the project team for review. After incorporation of any changes, the package will be submitted to RWQCB. HTH will maintain regular contact with RWQCB to monitor processing of the permit application.



#### Task 11.3: Prepare CDFG 1602 Notification Application Package

HTH will prepare permit materials in support of a 1602 Streambed Alteration Agreement for submittal to the CDFG. This includes completion of Form FG 2023, Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB, CDFG, and USFWS staff, impact assessment, and project drawings. In addition, CDFG requires a processing fee for handling applications.

HTH will submit a first-review administrative draft CDFG permit package to DJP&A for review and comment, and DJP&A will subsequently forward the permit package to the project team for review. After incorporation of any changes, the package will be submitted to CDFG. HTH will maintain regular contact with CDFG to monitor processing of the permit application.

#### Task 12: Construction Bid Assistance

CONTRACTOR will assist San Benito County during the pre-bid opening. If requested, we will suggest any pre-qualification criteria for the construction bidder. In addition, CONTRACTOR will prepare required addenda to be distributed to the bidders, and answer technical questions relative to the Plans, Special Provisions, and Estimates. A maximum of 20 hours has been allocated to this task. Additional hours can be provided by CONTRACTOR on a time and materials basis.

## EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: San Benito County LOCATION: San Benito County, CA

PROJECT DESCRIPTION: Anzar Road Bridge at San Juan Creek Bridge Replacement Project (Bridge #43C0039)

PROPOSAL DATE: May 25, 2012

PROPOSER'S NAME: Nolte Associates, Inc. (a subsidiary of NV5, Inc.)

CONTRACT UDBE GOAL (%): 4%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
	Geotechnical Investigations	020259 April 1, 2014	Parikh Consultants, Inc. 2360 Qume Drive, Suite A. San Jose, CA 95131, 408.452.9000	11%
	Environmental Clearance Documents & Permitting	038205 December 1, 2014	David J. Powers & Associates, Inc. 1871 The Alameda, Suite 200, San Jose, CA 95126, 408.248.3500	27%

**For Local Agency to Complete:**

Local Agency Proposal Number: \_\_\_\_\_

Federal-Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

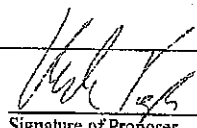
Proposal Date: \_\_\_\_\_

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed UDBE Commitment 38 %

  
Signature of Proposer

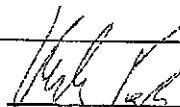
May 30, 2012 408.392.7254  
Date (Area Code) Tel. No.

Mike Pugh, PE, SE  
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)  
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

## EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>San Benito County</u>		LOCATION: <u>San Benito County, CA</u>		
PROJECT DESCRIPTION: <u>Anzar Road Bridge at San Juan Creek Bridge Replacement Project (Bridge #43C0039)</u>				
TOTAL CONTRACT AMOUNT (\$): <u>\$314,238</u>				
PROPOSER'S NAME: <u>Nolte Associates, Inc. (a subsidiary of NV3, Inc.)</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	Geotechnical Investigations	020259 April 1, 2014	Parikh Consultants, Inc. 2360 Qume Drive, Suite A, San Jose, CA 95131. 408.452.9000	\$34,912
	Environmental Clearance Documents & Permitting	038205 December 1, 2014	David J. Powers & Assoc, Inc. 1871 The Alameda, Suite 200, San Jose, CA 95126, 408.248.3500	\$85,093
For Local Agency to Complete:			Total Claimed DBE Participation	
Local Agency Contract Number: _____			\$ <u>120,005</u>	
Federal-Aid Project Number: _____			<u>38</u> %	
Federal Share: _____				
Contract Award: _____				
Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.			 Signature of Proposer	
Print Name _____ Local Agency Representative			May 30, 2012 Date	
Signature _____ (Area Code) Telephone Number: _____			408.392.7254 (Area Code) Tel. No.	
Date _____			Mike Pugh, PE, SE Person to Contact (Please Type or Print)	
For Caltrans Review:				
Print Name _____ Caltrans District Local Assistance Engineer			Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)	
Signature _____				
Date _____				

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
 (2) Original - Local agency files

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP) DBE THIS CERTIFIES THAT

**Parikh Consultants, Inc.**

Firm Name

020259 April 1, 2014

FILE#

Renewal Date

IS APPROVED BY

THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (UCP)

AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)

AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)

49 CFR, PART 26, AS MAY BE AMENDED,

FOR THE FOLLOWING NAICS CODES:

541360 - GEOPHYSICAL SURVEYING & MAPPING SERVICES

541330 - ENGINEERING SERVICES

541380 - TESTING LABORATORIES



## UNIFIED CERTIFICATION PROGRAM

A handwritten signature in black ink, appearing to read "Hayden J. Lee", is written over the official logo of the California State Development Bank (CSDB).

Hayden J. Lee, CSDB Consultant



Valley Transportation Authority

Certifying Agency

# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP) DBE THIS CERTIFIES THAT

David J. Powers & Associates, Inc.

Firm Name

038205

FILE#

December 01, 2014

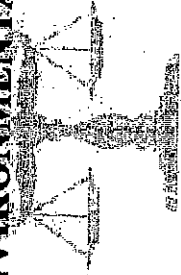
Renewal Date

IS APPROVED BY

THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (UCP)  
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)

49 CFR, PART 26, AS MAY BE AMENDED,  
FOR THE FOLLOWING NAICS CODES:

541620 - ENVIRONMENTAL CONSULTING SERVICES



## UNIFIED CERTIFICATION PROGRAM

*Hayden J. Lee*

Hayden J. Lee, Manager

Office of Small & Disadvantaged Businesses



SANTA CLARA  
Valley Transportation Authority

Certifying Agency

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ \_\_\_\_\_, or

☒ a total sum not to exceed \$ \$314,238

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply: (Specify) Attachment B-1 Standard Rate Sheet

**END OF ATTACHMENT B.**

Attachment B-6

Parikh Consultants, Inc.

Job No: PR 3506.12

Date: 5/16/2012

Client: County of San Benito

# Anzar Road Bridge Replacement

Task 1

Task 2

Type Selection Memo

Bridge Foundation  
Report

## PERSONNEL

	Unit Rate	Hours	Subtotals	HR	COST	HR	COST
1 Project Manager	\$83.47	18	\$1,502.46	6	500.82	12	1001.64
2 Sr. Project Engineer	\$60.20	46	\$2,769.20	16	963.20	30	1806.00
3 Sr. Staff Engineer/PE	\$35.38	93	\$3,290.34	41	1450.58	52	1839.76
4 Staff Engineer/CADD	\$31.14	18	\$560.52	0	0.00	18	560.52
5 Laboratory Technician	\$42.31	32	\$1,353.92	32	1353.92	0	0.00
6 Field Engineer	\$39.26	26	\$1,020.76	26	1020.76	0	0.00
7 Contract Administration	\$53.15	0	\$0.00	0	0.00	0	0.00

## DIRECT LABOR

233 \$10,497.20 121 5289.3 112 5207.9

## OVERHEAD + FRINGES

(145.00% of direct labor)

15,220.94 7,669.46 7,551.48

## FIXED FEE

(10% of labor + overhead + fringes)

2,571.81 1295.87 1275.94

## TOTAL LABOR COSTS

\$ 28,289.95

## OTHER DIRECT COSTS

1 Travel Mileage (driller)	\$0.500	320.0	160.00	320	160.00	0	0.00
2 Drilling mob-demob, per diem	\$200	6.0	1200.00	6	1,200.00	0	0.00
3 Drilling Costs/hr Truck	\$200	20.0	4000.00	20	4,000.00	0	0.00
4 Grouting of holes	\$4	140.0	560.00	140	560.00	0	0.00
5 Core Boxes and Materials	\$250	0.0	0.00	0	0.00	0	0.00
6 Coring	\$20.00	0.0	0.00	0	0.00	0	0.00
7 Reproduction	\$50	2.0	100.00	0	0.00	2	100.00
8 Handling Charge 10%	--	--	602.00		592.00		10.00
TOTAL DIRECT COSTS			\$ 6,622.00		\$20,766.61		\$14,145.34

## TOTAL THROUGH FINAL REPORT

\$34,911.95

Parikh Consultants, Inc.

Job No: PR 3506.12

Date: 5/16/2012

Client: County of San Benito

# Anzar Road Bridge Replacement

## Type Selection Memo

Task 1.1	Task 1.2	Task 1.3	Task 1.4
Permitting Utility Clearance	Field Exploration	Laboratory Testing	Engineering Analysis Strategy Report
Type Selection			

PERSONNEL	Unit Rate	Hours	Subtotals	HR	COST	HR	COST	HR	COST	HR	COST
1 Project Manager	\$83.47	6	\$500.82					6	500.82		
2 Sr. Project Engineer	\$60.20	16	\$963.20					16	963.20		
3 Sr. Staff Engineer/PE	\$35.38	41	\$1,450.58	1	35.38	2	70.76	2	70.76	36	1273.68
4 Staff Engineer/CADD	\$31.14	0	\$0.00								
5 Laboratory Technician	\$42.31	32	\$1,353.92					32	1353.92		
6 Field Engineer	\$39.26	26	\$1,020.76	6	235.56	20	785.20				
7 Contract Administration	\$53.15	0	\$0.00								
<b>DIRECT LABOR</b>		<b>121</b>	<b>\$5,289.28</b>	<b>7</b>	<b>270.9</b>	<b>22</b>	<b>856.0</b>	<b>34</b>	<b>1424.7</b>	<b>58</b>	<b>2737.7</b>

<b>OVERHEAD + FRINGES</b> (145.00% of direct labor)		<b>7,669.46</b>	<b>392.86</b>	<b>1,241.14</b>	<b>2,065.79</b>	<b>3,969.67</b>
--	--	-----------------	---------------	-----------------	-----------------	-----------------

<b>FIXED FEE</b> (10% of labor + overhead + fringes)		<b>1,295.87</b>	<b>66.38</b>	<b>209.71</b>	<b>349.05</b>	<b>670.74</b>
<b>TOTAL LABOR COSTS</b>		<b>\$ 14,254.61</b>				

### OTHER DIRECT COSTS

1 Travel Mileage (driller)	\$0.50	320	160.00	160	80.00	160	80.00				
2 Drilling mob-demob, per diem	\$200.00	6	1200.00			6	1,200.00				
3 Drilling Costs/hr Truck	\$200.00	20	4000.00			20	4,000.00				
4 Grouting of holes	\$4.00	140	560.00			140	560.00				
5 Core Boxes and Materials	\$250.00	0	0.00			0	0.00				
6 Coring	\$20.00	0	0.00			0	0.00				
7 Reproduction	\$50.00	0	0.00								
8 Handling Charge 10%	--	--	592.00		8.00		584.00				
<b>TOTAL DIRECT COSTS</b>			<b>\$ 6,512.00</b>		<b>\$818.18</b>		<b>\$8,730.81</b>		<b>\$3,839.51</b>		<b>\$7,378.40</b>

<b>TOTAL THROUGH FINAL REPORT</b>	<b>\$20,766.61</b>
-----------------------------------	--------------------

Direct costs and labor budgets are internally transferable.

Drilling two borings to 70' depth using truck mounted mud rotary drilling rig (rock material expected).

Cutting disposal is on-site, shoulders



Parikh Consultants, Inc.

Job No: PR 3506.12

Date: 5/16/2012

Client: County of San Benito

Anzar Road Bridge Replacement  
Bridge Foundation Report

Task 2.1	Task 2.2	Task 2.3
Draft Foundation Memo	Final Foundation Report	Design Review and Meeting

PERSONNEL				HR	COST	HR	COST	HR	COST
Unit Rate	Hours	Subtotals							
1 Project Manager	\$83.47	12	\$1,001.64	8	667.76	2	166.94	2	166.94
2 Sr. Project Engineer	\$60.20	30	\$1,806.00	24	1444.80	4	240.80	2	120.40
3 Sr. Staff Engineer/PE	\$35.38	52	\$1,839.76	40	1415.20	12	424.56		
4 Staff Engineer/CADD	\$31.14	18	\$560.52	12	373.68	6	186.84		
5 Laboratory Technician	\$42.31	0	\$0.00						
6 Field Engineer	\$39.25	0	\$0.00						
7 Contract Administration	\$53.15	0	\$0.00						
<b>DIRECT LABOR</b>		<b>112</b>	<b>\$5,207.92</b>	<b>84</b>	<b>3901.44</b>	<b>24</b>	<b>1019.14</b>	<b>4</b>	<b>287.34</b>

<b>OVERHEAD + FRINGES</b> (145.00% of direct labor)	7,551.48	5,657.09	1,477.75	416.64
--	----------	----------	----------	--------

<b>FIXED FEE</b> (10% of labor + overhead + fringes)	1,275.94	955.85	249.69	70.40
<b>TOTAL LABOR COSTS</b>	<b>\$ 14,035.34</b>			

OTHER DIRECT COSTS							
1 Travel Mileage (driller)	\$0.500	0	0.00				
2 Drilling mob-demob, per diem	\$200	0	0.00				
3 Drilling Costs/hr Truck	\$200	0	0.00				
4 Grouting of holes	\$4	0	0.00				
5 Core Boxes and Materials	\$250	0	0.00				
6 Coring	\$20	0	0.00				
7 Reproduction	\$50	2	100.00	1	50.00	1	50.00
8 Handling Charge 10%	--	--	10.00		5.00		5.00
<b>TOTAL DIRECT COSTS</b>			<b>\$ 110.00</b>	<b>\$10,569.38</b>	<b>\$2,801.58</b>		<b>\$774.38</b>

<b>TOTAL THROUGH FINAL REPORT</b>	<b>\$14,145.34</b>
-----------------------------------	--------------------

Direct costs and labor budgets are internally transferable.



Charge	\$250	\$200	\$185	\$151	\$140	\$120	\$105	\$188	\$140	\$238	\$110	\$96	Fee	Reimbursable	Other	Unallowable	Fee
	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	0	0	120	0	0	0	0	0	0	0	120	16	\$36,936	\$0	\$36,936	\$0	\$36,936
On Cost Estimate Preparation	0	2	4	10	20	0	0	0	0	0	10	0	\$6,550	\$0	\$6,550	\$0	\$6,550
	0	0	28	16	24	0	0	0	0	0	0	12	\$12,108	\$0	\$12,108	\$0	\$12,108
Subtotal - Task 9.1	0	0	6	4	8	0	0	0	0	0	12	2	\$4,346	\$0	\$4,346	\$0	\$4,346
	0	2	158	30	52	0	0	0	0	0	142	30	\$59,940	\$0	\$59,940	\$0	\$59,940
Subtotal - Task 9.2	0	0	8	60	0	0	0	0	0	0	0	1	\$10,636	\$0	\$10,636	\$0	\$10,636
Submittal	0	0	8	60	0	0	0	0	0	0	0	1	\$10,636	\$0	\$10,636	\$0	\$10,636
E Revisions	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	0	0	14	8	20	0	0	0	0	0	12	2	\$3,110	\$0	\$3,110	\$0	\$3,110
Subtotal - Task 9.3	0	0	6	2	8	0	0	0	0	0	20	5	\$5,212	\$0	\$5,212	\$0	\$5,212
	0	0	20	10	28	0	0	0	0	0	32	7	\$13,322	\$0	\$13,322	\$0	\$13,322
Subtotal - Task 9.4	0	0	6	8	8	0	0	0	0	0	16	2	\$5,380	\$0	\$5,380	\$0	\$5,380
	0	0	6	8	8	0	0	0	0	0	16	2	\$5,380	\$0	\$5,380	\$0	\$5,380
	0	0	1	2	4	0	0	4	9	0	0	1	\$3,185	\$0	\$3,185	\$0	\$3,185
Subtotal - Task 10	0	0	1	2	4	0	0	4	9	0	0	1	\$3,185	\$0	\$3,185	\$0	\$3,185
	0	0	6	2	4	0	0	0	0	0	0	1	\$2,068	\$0	\$2,068	\$6,174	\$8,242
Agreement	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$2,514	\$2,514
	0	0	4	0	0	0	0	0	0	0	0	0	\$740	\$0	\$740	\$4,953	\$5,693
Subtotal - Task 11	0	0	10	2	4	0	0	0	0	0	0	7	\$2,808	\$0	\$2,808	\$13,641	\$16,449
	0	4	6	4	0	0	0	0	0	0	4	2	\$3,145	\$0	\$3,145	\$0	\$3,145
Subtotal - Task 12	0	4	6	4	0	0	0	0	0	0	4	2	\$3,145	\$0	\$3,145	\$0	\$3,145
	8	102	331	224	122	45	0	23	26	32	270	54	\$190,633	\$0	\$190,633	\$123,603	\$314,236

## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### **C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

### **C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

### **C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

### **C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

### **C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

### **C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

### **C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

### **C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also



represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

**Licensed Architects, Landscape Architects, Professional Engineers and  
Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

- D-1. INDEMNIFICATION.** With regard to the engineering design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers, agents and employees. The indemnifying party shall not be liable under this indemnification provision if the indemnitee has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

- D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

- D-3. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**