AMENDMENT TO CONTRACT
#___6___

The County of San Benito ("COUNTY") and Quincy Engineering, 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 December 7, 2010.

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: February 7, 2012, June 4, 2013, June 2, 2015, May 23, 2017, and February 18, 2020.

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 June 30, 2022 , to a new expiration date of December 31.2024.

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 Scope of Services:
(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), for services related to the Panoche Road Bridge over Tres Pinos Creek – Br. No. 43C-0027, requires further amendment, based on the following changes in the project:

- Design changes in scope for the CEQA document from an Initial Study/Mitigated Negative Declaration (IS/MND) to a Focused

Environmental Impact Report (Focused EIR).

- Additional Project Management services are required, in order to coordinate through environmental approval.

The following assumptions have been made regarding this amendment to Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1):

- A separate amendment request will be made to finalize the PS&E and obtain resource agency permits when environmental clearance is imminent (i.e. during circulation of the draft Focused EIR, in compliance with CEQA). Specifically:
  - Task 4: Preliminary Geotechnical Investigations: Additional work will be identified in final design. Additional analysis for the change in retaining wall type (from spread footing to soldier-pile) will be required in the next phase. This will be defined in the next amendment to this contract.
  - Final Design Phase: An amendment for the final design tasks will be submitted concurrent with the completion of the NEPA/CEQA approvals, as appropriate.

Preliminary Design Phase Tasks 1, 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, and 6.4.6, as set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), are hereby further amended, and Preliminary Design Phase Tasks 6.4.7, 6.4.8, and 6.6 are hereby added to Attachment A (Exhibit 1), to add additional services as specified below. Except as expressly modified in this amendment, all other tasks, remain in full force and effect:

THE PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK – BR. NO. 43C-0027

CONTRACTOR shall provide additional services relating to project management services, preparation of plans and specifications, and estimates (bid documents) in accordance with Caltrans Design Standards and Specifications, environmental services to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and obtaining all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0025 at the Tres Pinos Creek Crossing, more particularly described as follows:

Task 1: Field Review/Kickoff Meeting and Project Management:

Additional Project Management - Due to delay in the project schedule, additional coordination with the COUNTY is required. Project Management effort is based on CEQA clearance completed by September 2022.

CONTRACTOR'S subcontractor, LSA, will undertake a variety of general project management tasks throughout the process of preparing the environmental documentation and coordinating with the COUNTY, including the coordination of day-to-day activities associated with the project and monitoring the project scope, budget, and schedule. Task 1 also includes regular client contact, contract management, assistance to team members, and development of products. LSA will also provide assistance in coordinating with the Environmental Document and Project Report. LSA will provide written documentation of all substantive project developments in the form of client emails and/or phone conversation records, and will follow up on submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

CONTRACTOR, and CONTRACTOR's subcontractor, LSA, will attend up to nine (9) project development team meetings, including two (2) in-person meetings with; the remaining seven (7) taking place via conference call, associated with preparation of the Focused EIR. LSA will also attend one public information meeting during the public review of the environmental document.

Task 6: APE Map & Environmental Documents/Studies:

In 2019, when CONTRACTOR's subcontractor, LSA, initially provided a scope of work to prepare an IS/MND, it was assumed that any significant environmental impact that may occur during implementation (i.e., construction and operation) of the project would be less than significant after mitigation. Since 2019, LSA and the COUNTY have been coordinating with the adjacent landowner who owns the spring box that supplies water to his property and that may be significantly impacted by the project. While studies have been completed to determine the hydrologic origin of the spring box, it cannot be definitively determined whether adjacent work on the bridge, and specifically work in the creek, would negatively impact the spring box. This remains a concern to the adjacent landowner, additionally, some alternatives that might avoid impacts to the spring box, such as design of a weir, were previously considered but rejected because it was determined that such alternatives would result in significant impacts to biological resources. The redesigned project necessitates a Focused Environmental Impact Report (EIR) to more thoroughly address the potential impacts to biological and hydrological resources from project implementation. The revisions to Tasks 6.4 and 6.6 will be valid through March 2022, after which time further amendment, including re-scoping and/or a budget adjustment, may be required, based on a project schedule of up to 18 months from the Notice to Proceed.

CONTRACTOR'S Engineering staff will review the various deliverables for technical accuracy and provide response to public comment for technical issues.

Task 6.4: CEQA Document – Focused EIR:

Due to activities that may affect a source of water critical for the adjacent property owner, CEQA clearance requires the preparation of a Focused EIR. The Focused EIR will focus on the discussion of biology and hydrology. For NEPA, it is still anticipated that the project could be cleared under the existing approach, a Categorical Exclusion (CE) with supporting technical studies.

CONTRACTOR's subcontractor, LSA, will prepare a Focused EIR for the project, replacing LSA's existing scope for preparation of an IS/MND. Two (2) Build and one (1) No Build alternatives will be considered for the environmental document.

Tasks 6.4.1 through 6.4.6 of Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), are hereby further amended, and Tasks 6.4.7 and 6.4.8 are hereby added to Attachment A, all amended and new Tasks to read as follows:

Task 6.4.1: Notice of Preparation

CONTRACTOR's subcontractor, LSA will prepare a Notice of Preparation (NOP) for distribution by the COUNTY. The NOP will also include an Initial Study (IS) to screen out impacts that are less than significant or that can be mitigated to below a level of significance. Following the 30-day review period, LSA will review any comments received on the NOP and the IS and will make recommendations regarding necessary scope and budget revisions. LSA will prepare an electronic copy of the NOP/IS for distribution to the State Clearinghouse and the COUNTY. LSA will also prepare a Notice of Completion (NOC) for filing the NOP/IS with the State Clearinghouse.

Deliverables: NOP, including IS (electronic copy)
NOC (electronic copy)

Task 6.4.2: Administrative Draft EIR

CONTRACTOR'S Subcontractor, LSA, will prepare an Administrative Draft Focused EIR based on the following setting, impacts, and mitigation measures, focused on biological and hydrological resources. LSA will submit an electronic copy of the Administrative Draft Focused EIR for COUNTY review and comment. LSA will meet with or call COUNTY'S staff, as necessary, to discuss comments on the Administrative Draft.

Setting, Impacts, and Mitigation Measures
The setting, impacts, and mitigation measures for biological and hydrological resources will be incorporated into the Administrative Draft Focused EIR. The impact analysis will clearly describe the affected environment and the environmental consequences of project implementation. The significance thresholds will be clearly stated and will be used to determine impacts. Where relevant, impacts will be separately identified by their occurrence during either the construction or operation periods. A set of feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified.

Deliverable: Administrative Draft Focused EIR (electronic copy)

Task 6.4.3: Screencheck Draft Focused EIR
Based on a single set of consolidated and non-contradictory comments, CONTRACTOR'S Subcontractor, LSA, will revise the Administrative Draft EIR and prepare a Screencheck Draft Focused EIR for final review by the COUNTY. LSA has budgeted up to 12 hours to respond to COUNTY'S comments on the Screencheck Draft Focused EIR. Electronic files (.doc/.pdf) of the Screencheck Draft Focused EIR will be provided for review by the COUNTY to verify that all requested changes have been made and that all appendix materials, references, and final graphics are acceptable.

Deliverable: Screencheck Draft Focused EIR (electronic copy)

Task 6.4.4: Public Review Draft Focused EIR
CONTRACTOR'S Subcontractor, LSA, will revise the Screencheck Draft Focused EIR, working from a single set of consolidated and non-contradictory comments. LSA had budgeted up to 8 hours to respond to COUNTY'S comments. Hard copies and CD copies of the Draft Focused EIR will be distributed to responsible agencies, the public, and the State Clearinghouse. LSA will be responsible for distribution of the Draft Focused EIR to the State Clearinghouse as well as State agencies as directed by the COUNTY. LSA will prepare a Notice of Availability (NOA) and Notice of Completion (NOC) for filing the Draft Focused EIR with the State Clearinghouse as well as the summary form and write-up for the newspaper. The COUNTY will be responsible for running the newspaper advertisements and for payment of the California Department of Fish and Wildlife filing fee.

Deliverable: Public Review Draft Focused EIR (electronic copy)

Task 6.4.5: Response to Comments on Draft Focused EIR
CONTRACTOR'S Subcontractor, LSA, will formulate responses to each comment on the Draft Focused EIR, including review period comments

received from the public, organizations, and agencies. LSA has budgeted 50 hours for responses to a modest number of comments from the public. An administrative draft of the responses will be provided together with the following: (1) a list of persons, organizations, and public agencies that commented on the Draft Focused EIR; (2) written comments received and minutes of any public hearing where verbal comments were received; (3) responses to environmental comments raised in the review process; and (4) any necessary text, table, or figure changes to the Draft Focused EIR. LSA will prepare written responses to comments received on the Draft Focused EIR and will prepare the Preliminary Final Focused EIR.

Deliverable: Responses to Comments on Draft Focused EIR (electronic copy)

Task 6.4.6: Final Focused EIR

CONTRACTOR'S Subcontractor, LSA, will incorporate the final, non-contradictory comments and responses into the Final Focused EIR and will submit an electronic copy of the approved document for distribution by the COUNTY and agencies that commented on the Draft Focused EIR. LSA has budgeted six (6) hours of its professional staff's time, to respond to the COUNTY'S comments.

Deliverable: Final Focused EIR (electronic copy)

Task 6.4.7: CEQA Findings of Fact/Statement of Overriding Consideration

CONTRACTOR'S Subcontractor, LSA, will prepare the Findings of Fact and a Statement of Overriding Considerations. The Findings will include a record of proceedings for the COUNTY'S decision on the project; a summary description of the project; identification of the project's potential environmental effects that were determined not to be significant, and do not require mitigation; identification of potentially significant effects of the project which were determined to be mitigated to a less-than-significant level; identification of significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project; cumulative effects; feasibility of project alternatives; and a Statement of Overriding Considerations.

Deliverable: CEQA Findings of Fact/Statement of Overriding Considerations (electronic copy)

Task 6.4.8: Preparation of Mitigation Monitoring Reporting Program

CONTRACTOR'S Subcontractor, LSA, will prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be prepared for use by the COUNTY. The MMRP will include all mitigation measures that have been identified and incorporated into the project, and will identify the following components of each mitigation measure: the

timing of implementation, the implementation party, the monitoring schedule and party, and the performance criteria.

Deliverables: Mitigation Monitoring Reporting Program (electronic copy)

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to add an additional Task 6.6 to the Preliminary Design Phase, to read as follows:

Task 6.6 Revised Hazardous Waste Initial Site Assessment and Phase 2 Testing:

CONTRACTOR'S Subcontractor, Parikh, will prepare an update of the Phase I Initial Site Assessment study report for the proposed Panoche Road Bridge replacement project in San Benito County, California. The previous study is almost a decade old and much of the data review and study is superseded. Caltrans requires an updated report. Generally, the ASTM recommends a 1.0-mile radius for the data search. The ISA study will be prepared to identify potentially hazardous waste sites and evaluate environmental factors that may have impacted the soil and groundwater quality within the project limits. The study will 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. Geocon, as a subconsultant to Parikh, and who performed the original Phase 2 testing and prepared the report, will prepare an update letter that compares the 2014 results to the revised Environmental Screening Levels (ESLs) that came out in 2019.

Deliverables: -Phase I ISA Report- Updated
Phase 2 Letter addressing updated ESLs

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

[ ] 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 Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract as previously amended (Exhibit 1) is hereby further amended to add additional compensation in the amount of $136,250.00 for services rendered pursuant to this amendment, for a total contract value not to exceed $859,384.25, as follows:

Original Contract:	$396,995.60
First Amendment:	$17,350.00
Second Amendment:	$123,097.65
Third Amendment:	$0.00
Fourth Amendment:	$0.00
Fifth Amendment:	$185,691.00
Sixth Amendment:	$ 136,250.00
Total Not To Exceed:	**$859,384.25**

Accordingly, Paragraph B-3, as previously amended, is hereby further amended 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 $859,384.25_____,

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

Paragraph B-4(C) (Special Compensation) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1), is hereby further amended as follows:

The additional compensation for payment of additional services provided under this amended Tasks 1, 6.4 (inclusive of Tasks 6.4.1 through 6.4.8), and 6.6 as set forth above, is comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract, as previously amended (Exhibit 1):

Panoche Road Bridge Contract Amendment No. 6
Budget Breakdown by Activity/Task

Task 1 - Additional Project Management	$35,443.00
Task 6.4 – CEQA Document Focused EIR	$87,277.00
Task 6.6 – Hazardous Waste ISA Phase 2	$11,574.00
Direct Costs and Escalation	$1,956.00
Total Amendment #6 -	$136,250.00

Revised cost proposals and Local Assistance Procedures Manual Exhibit 10-H1 forms are attached hereto and incorporated into the original contract, as previously amended (Exhibit 1), as Attachment B-1.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1), shall remain the same.

[ ] The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:
(Insert 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 amendment, 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:

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:

Quincy Engineering, Inc.

By: Jason Jurrens, California Regional Mgr. — December 7, 2021 Date

COUNTY:

San Benito County Board of Supervisors

By: Bea Gonzales, Chair — Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel — Dec. 7, 2021 Date

Cost Proposal

	Project Name: Panoche Road Bridge Replacement FEIR																	
	TASKS	Principal Eng.	Senior PM	Senior Eng.	Assoc Eng.	Assist Eng. I	Assist Eng. I	Assist Eng. I	Admin Asst	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget	LSA	Parikh	Geocon	Subconsultant Subtotal
		RM	CD	SMc	AM	BH	AK	Mdi	PJ		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier				
No.	Initial Hourly Rate	$86.54	$90.00	$74.00	$63.70	$37.00	$43.00	$38.85	$41.00									
	Amendment 6 - Focused EIR											**2.7571**	**10%**	**3.0328**				
1	**Project Management/Project Meetings**		60	16	16				4	96	$7,767	$21,415	$2,141.49	$23,556	$11,887			$11,887
6.4	**Focused EIR**									0	$0	$0	$0.00	$0				$0
	Notice of Preparation		4	2	2					8	$635	$1,752	$175.19	$1,927	$6,973			$6,973
	Admin Draft EIR		6	4	8	16				34	$1,938	$5,342	$534.22	$5,876	$26,096			$26,096
	Screencheck Draft EIR		2		4					6	$435	$1,199	$119.88	$1,319	$9,965			$9,965
	Public Review Draft EIR				2					2	$127	$351	$35.13	$386	$8,836			$8,836
	Response to Comments on Draft EIR		4	4	4					12	$911	$2,511	$251.12	$2,762	$9,047			$9,047
	Final EIR				2					2	$127	$351	$35.13	$386	$7,334			$7,334
	CEQA Findings of Fact/Statement of Overriding Considerations		2		2					4	$307	$848	$84.75	$932	$2,174			$2,174
	MMRP		4		4					8	$615	$1,695	$169.51	$1,865	$1,398			$1,398
6.6	Initial Site Asessment and Phase 2 Haz Mats Updates		4							4	$360	$993	$99.26	$1,092		$8,982	$1,500	$10,482
											$0							$0
	Subtotal- Hours	**0**	**86**	**26**	**44**	**16**	**0**	**0**	**4**	**176**	**$13,222.80**	**$36,456.58**	**$3,645.66**	**$40,102.24**				0
	Estimated Salary Increases for Multi-Year Project										**$501.14**	**$1,381.70**	**$138.17**	**$1,519.87**				
	Other Direct Costs													**$436.00**				0
	Total Cost	$0	$7,740	$1,924	$2,803	$592	$0	$0	$164	**$13,223**	**$13,724**	**$37,838**	**$3,784**	**$42,058**	**$83,710**	**$8,982**	**$1,500**	**$94,192**

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Panoche Road Bridge Replacement FEIR
Project No. 0 Contract No. Date 10/15/2021

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	Russell Moore	RM	$70-$120	0	$ 86.54	$ -
Senior PM *	Carolyn Davis	CD	$60-$120	86	$ 90.00	$ 7,740.00
Senior Eng.	Scott McCauley	SMc	$50-$100	26	$ 74.00	$ 1,924.00
Assoc Eng.	Andrew Mitchell	AM	$35-$70	44	$ 63.70	$ 2,802.80
Assist Eng. I	Brent Harrison	BH	$26-$46	16	$ 37.00	$ 592.00
Assist Eng. I	Andrew Kotalik	AK	$26-$46	0	$ 43.00	$ -
Assist Eng. I	Mark Dixon	Mdi	$26-$46	0	$ 38.85	$ -
Admin Asst	Phyllis Jordan	PJ	$15-$52	4	$ 41.00	$ 164.00
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
				176		$ 13,222.80

LABOR COSTS

a) Subtotal Direct Labor Costs $13,222.80
b) Estimated Salary Increases for Multi-Year Project $501.14 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $13,723.94

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%): e) Total Fringe Benefits [(c) x (d)] $5,352.34
f) Overhead (Rate: 136.71%): g) Overhead [(c) x (f)] $18,762.00
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $24,114.34

FIXED FEE

k) Fixed Fee (10.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $3,783.83

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	600	miles @	$0.560	$336.00	
Pier Diem/ Hotel		days @	$150.00	$0.00	
Delivery	0	@	$20.00	$0.00	
Vendor Reproduction					
Vellum		@		$0.00	
81/2 X 11 Reproduction		@		$0.00	
11 X 17 Reproduction		@		$0.00	
Mounting Boards for Presentations	2	@	$50.00	$100.00	
Newsletters (Translation and printing)		@		$0.00	
Subtotal Vendor Reproduction				$100.00	
Title Report	0	@	$0.00	$0.00	
Miscellaneous				$0.00	
m) **TOTAL OTHER DIRECT COSTS**				$436.00	$436.00

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

LSA	$83,709.76	
Parikh	$8,982.06	
Geocon	$1,500.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
	$94,191.82	$94,191.82

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$136,249.93**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. 0 Date 10/15/2021

Panoche Road Bridge Replacement FEIR

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 13,222.80	176	=	$75.13	Year 1 Avg Hourly Rate

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

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$75.13	+	2.5%	=	$77.01	Year 1 Avg Hourly Rate
Year 2	$77.01	+	5.0%	=	$80.86	Year 2 Avg Hourly Rate
Year 3	$80.86	+	5.0%	=	$84.90	Year 3 Avg Hourly Rate
Year 4	$84.90	+	5.0%	=	$89.15	Year 4 Avg Hourly Rate
Year 5	$89.15	+	5.0%	=	$93.61	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	176.0	=	17.6	Estimated Hours Year 1
Year 2	60.00%	*	176.0	=	105.6	Estimated Hours Year 2
Year 3	30.00%	*	176.0	=	52.8	Estimated Hours Year 3
Year 4	0.00%	*	176.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	176.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	176.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$75.13	*	18	=	$1,322.28	Estimated Hours Year 1
Year 2	$77.01	*	106	=	$8,132.26	Estimated Hours Year 2
Year 3	$80.86	*	53	=	$4,269.41	Estimated Hours Year 3
Year 4	$84.90	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$89.15	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$13,723.94	
	Direct Labor Subtotal before Escalation			=	$13,222.80	
	Estimated total of Direct Labor Salary Increase			=	**$501.14**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

QCE2102.P

Quincy Engineering

Panoche Road Bridge - Focused EIR Augment

LSA

10/18/2021

		LSA												
		Biology Principal/PIC (Pam Reading)	Project Manager (Edward Heming)	Principal	Associate	Senior Technical Staff	Technical Staff	Assistant Technical Staff	GIS/Graphics	Office Assistant	Project Assistant	Admin/Document Management	Total LSA Hours	Total LSA Fees
	Hourly Rate ($/ hour)	$67.61	$47.21	$80.38	$55.65	$47.26	$34.88	$28.87	$45.11	$44.19	$25.48	$33.56		
	ICR: Overhead Rate	196.98%												
	Profit	10.00%												
	Multiplier	3.2668												
% in Year	Escalation	5%												
50%	Year 1	$220.87	$154.22	$262.58	$181.80	$154.39	$113.95	$94.31	$147.36	$144.36	$83.24	$109.63		
50%	Year 2	$231.91	$161.94	$275.71	$190.89	$162.11	$119.64	$99.03	$154.73	$151.58	$87.40	$115.11		
100%	Weighted Average	$226.39	$158.08	$269.15	$186.34	$158.25	$116.79	$96.67	$151.05	$147.97	$85.32	$112.37		
Phase 01														
1.1	Notice of Preparation	2.0	4.0				32.0		8.0		0.5	8.0	54.5	$6,972.54
1.2	Administrative Draft EIR	8.0	18.0	6.0		24.0	80.0	20.0	16.0		1.0	20.0	193.0	$26,095.87
1.3	Screencheck Draft EIR	6.0	12.0				40.0		4.0		1.0	12.0	75.0	$9,965.05
1.4	Public Review Draft EIR	2.0	6.0	4.0		8.0	30.0		4.0		1.0	8.0	63.0	$8,836.16
1.5	Response to Comments on Draft EIR	4.0	8.0	2.0		6.0	40.0				0.5	6.0	66.5	$9,046.64
1.6	Final EIR	4.0	8.0				40.0				0.5	4.0	56.5	$7,334.11
1.7	CEQA Findings of Fact/Statement of Overriding Consideration	2.0	4.0				8.0				0.5	1.0	15.5	$2,174.48
1.8	Mitigation Monitoring and Reporting Program	1.0	2.0				6.0				0.5	1.0	10.5	$1,398.35
	Phase 01 Subtotal	**29.0**	**62.0**	**12.0**	**0.0**	**38.0**	**276.0**	**20.0**	**32.0**	**0.0**	**5.5**	**60.0**	**534.5**	**$71,823.20**
Phase 02														
2.1	Project Management	10.0	40.0							2.0			52.0	$8,883.03
2.2	Project Meetings		19.0										19.0	$3,003.53
	Phase 02 Subtotal	**10.0**	**59.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**0.0**	**0.0**	**71.0**	**$11,886.56**
	Subtotal Labor:	**39.00**	**121.00**	**12.00**	**0.00**	**38.00**	**276.00**	**20.00**	**32.00**	**2.00**	**5.50**	**60.00**	**605.50**	**$83,709.76**
Reimbursable Expenses														
Reproduction														$0.00
Postage/Delivery														$0.00
	Subtotal Reimbursable Expenses													**$0.00**
													Total	**$83,709.76**

10 26 21

PARIKH CONSULTANTS, INC.

Job No: 2011-107-ISA update

Client: San Benito County

Task: Phase I ISA Report

Project: Panoche Road, San Benito County

Phase 1 Initial Site Assessment- update

Panoche Road Bridge Replacement

Research Data EDR & Maps	Field Review Site Visit, Interviews	Report Preparation	Post Report Comments/Response

PERSONNEL	UNIT RATE	HOURS UNIT	SUB-TOTALS	Task 1.1 HR	Task 1.1 COST	Task 1.2 HR	Task 1.2 COST	Task 1.3 HR	Task 1.3 COST	Task 1.4 HR	Task 1.4 COST
1. Project Manager	$104.21	4	$416.84					3	312.63	1	104.21
2. Sen. Project Engineer	$75.53	0	$0.00					0	0.00		
3. Project Soils Engineer	$69.76	0	$0.00					0	0.00		
4. Staff Engineer	$38.68	0	$0.00	0	0.00	0	0.00	0	0.00	0	0.00
5. Field Engineer	$51.22	0	$0.00								
6. Project Geologist	$46.68	54	$2,520.72	6	280.08	10	466.80	36	1680.48	2	93.36
7. Engineering Draftsperson	$40.62	1	$40.62					1	40.62		
DIRECT LABOR		59	$2,978.18	6	280.1	10	466.8	40	2033.7	3	197.6
OVERHEAD + FRINGES (160.93% of direct labor)			4792.8		450.73		751.22		3,272.88		317.95
FIXED FEE (10% of labor + overhead + fringes)			777.10		73.08		121.80		530.66		51.55
TOTAL LABOR COSTS			$ 8,548.06								
OTHER DIRECT COSTS											
1. Travel Mileage	$0.56	150.0	84.00	0	0.00	150	84.00				
2. EDR Report	$350	1.0	350.00	1	350.00						
3. Review of Aerial Photographs	$300	0.0	0.00								
4. Reproduction	$50	0.0	0.00					0	0.00		
MILESTONE SUBTOTALS					$1,153.89		$1,423.82		$5,837.27		$567.07
TOTAL DIRECT COSTS			$ 434.00								
TOTAL THROUGH FINAL REPORT			$8,982.06								

No field exploration and testing included

EXHIBIT 1
TO AMENDMENT #___6___

ORIGINAL CONTRACT

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

AMENDMENT TO CONTRACT
#___5___

The County of San Benito ("COUNTY") and Quincy Engineering, 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 December 7, 2010.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: February 7, 2012, June 4, 2013, June 2, 2015, and May 23, 2017

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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2020 , to a new expiration date of June 30, 2022.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[X] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), for services related to the Panoche Road Bridge over Tres Pinos Creek – Br. No. 43C-0027, requires further amendment, based on the following changes in the project:

- Design changes as a result of comments from the California Department of Fish and Wildlife (CDFW) on the CEQA document

have resulted in revisions to the project description, environmental study limits, and updating environmental technical study reports for NEPA and also the CEQA document.

- Additional Project Management services are required, in order to coordinate through environmental approval.

The following assumptions have been made regarding this amendment to Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1):

- A separate amendment request will be made to finalize the PS&E and obtain resource agency permits when environmental clearance is imminent (i.e. during CEQA circulation). Specifically:
  - Task 4: Preliminary Geotechnical Investigations: Additional work will be identified in final design. Additional analysis for the change in retaining wall type (from spread footing to soldier-pile) will be required in the next phase. This will be defined in the next amendment to this contract.
  - Task 5: Preliminary Roadway Plans/Bridge Advance Planning Studies (APS): Utility coordination is continued in Task 9.
  - Final Design Phase: An amendment for the final design tasks will be submitted concurrent with the completion of the NEPA/CEQA approvals, as appropriate.
- It is expected that environmental approval will be achieved by no later than June, 2021. If additional time is required to obtain environmental approval, an additional amendment of this contract to provide additional budget may be required.
- It is expected that the project will be processed through the use of a Categorical Exclusion for NEPA purposes. Caltrans processes NEPA documentation for Local Assistance projects; as a result, no scope items are included for Task 6.5 (NEPA Compliance).

Preliminary Design Phase Tasks 1, 3, 6.2, 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, and 6.4.6 set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), are hereby further amended to add additional services as specified below. Except as expressly modified in this amendment, Tasks 1, 3, 6.2, 6.3, 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.4, 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, and 6.4.6, as previously amended, remain in full force and effect:

THE PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK – BR. NO. 43C-0027

CONTRACTOR shall provide additional services relating to project management services, preparation of plans and specifications, and estimates (bid documents) in accordance with Caltrans Design Standards and Specifications, environmental services to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and obtaining all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0025 at the Tres Pinos Creek Crossing, more particularly described as follows:

Task 1: Field Review/Kickoff Meeting and Project Management:

Additional Project Management - Due to delay in the project schedule, additional coordination with the County is required. Project Management effort is based on environmental clearance by May 2021.

Task 3: Location Hydraulic Report & Hydraulic Design Report:

Additional effort is included to revise the hydraulic analysis per Caltrans and resource agency comments, and revised RSP design. CONTRACTOR'S subcontractor, WRECO, will participate in conference calls with the project team and stakeholders in support of the CEQA/NEPA approvals.

Deliverables:

- Revised Location Hydraulic Study
- Revised Summary Floodplain Evaluation Form

Task 6: APE Map & Environmental Documents/Studies:

Though many of the tasks described in this scope had previously been undertaken, the elapsed time, new environmental guidance requirements, and the redesigned Project necessitate new field surveys, research, and

analysis as well as updated technical studies and environmental documentation. The revisions to Tasks 6.2, 6.3 and 6.4 will be valid through October 2020, after which time further amendment, including re-scoping and/or a budget adjustment, may be required, based on a project schedule of up to three (3) years from the Notice to Proceed.

Task 6.2: Environmental Project Management & Meetings:

CONTRACTOR'S subcontractor, LSA, will attend up to two (2) in-person meetings and 18 conference calls. CONTRACTOR has allocated up to 58 hours for meetings and conference calls.

Task 6.3: Environmental Technical Reports:

CONTRACTOR'S subcontractor, LSA, will revise technical studies and provide electronic copies of each draft to the County/Caltrans for review, and will provide two (2) hard copies of each final report to the County/Caltrans.

The technical studies will be based on the new project description and design provided by the project engineer. LSA will begin preparation of the technical studies following receipt of these project materials and confirmation that neither the project description nor design will change substantially enough to require revisions to the technical reports. In addition, LSA will obtain GPS points in the field so that field mapping can be aligned correctly to the project engineering drawings.

CONTRACTOR'S Engineering staff will coordinate with the County and LSA to provide technical information for development of the reports, and review the technical reports for consistency with the project technical details and proposed mitigations or minimization measures.

LSA will prepare the following documents, as more specifically described in Tasks 6.3.1 through 6.3.4 below:

- Revised NES (Natural Environment Study)
- Revised Wetland Delineation Letter
- Biological Assessment
- Revised APE (Area of Potential Effects) Map
- Revised HPSR (Historic Property Survey Report)
- Revised ASR (Archeological Survey Report)
- Noise Construction Memo
- VIA (Visual Impact Assessment) Memo

Task 6.3.1: Biological Resources:

After reviewing the biological documentation that was prepared previously, LSA will re-evaluate and update the biological resources present in the project area and determine potential project-related effects to those resources. A key objective of the evaluation will be to identify any special-status plant or animal species, or sensitive habitats, which may be affected by the proposed project.

Research/Coordination:

- 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 Database and California Native Plant Society Online Database.

Field Surveys:

- *General Field Survey.* LSA will conduct a general field survey of the project area to confirm that site conditions are consistent with the setting described in the June 2013 Natural Environment Study (NES).
- *Jurisdictional Delineation.* LSA will also collect additional data to update the preliminary jurisdictional delineation. The delineation will be conducted in accordance with the Corps Arid West Regional Supplement to the Wetland Delineation Manual (September 2008) and the Corps Regulatory Guidance Letter 08-02 regarding Preliminary Jurisdictional Delineations (June 2008).

Documentation:

- *Natural Environment Study.* LSA will revise the existing NES in accordance with the Caltrans guidance, dated November 2018, to reflect the current project design. A key objective of the evaluation will be to revise the impact analysis to reflect the current design and to identify any new special-status plant or wildlife species, or sensitive habitats, that may be affected by the project that were not previously evaluated in the June 2013 NES.
- *Delineation Report.* As part of the NES revision effort, LSA will also revise the jurisdictional delineation, as the original fieldwork was conducted almost nine (9) years ago in 2011. Due to the Army Corps of Engineers (ACOE) 2016 minimum standards requirements for jurisdictional delineations, LSA will prepare a stand-alone preliminary jurisdictional delineation (PJD) letter document (PJD previously incorporated directly into the NES).
- *Biological Assessment.* Based on the updated findings in the NES document, LSA will also revise the June 2013 Biological Assessment (BA) in accordance with the Caltrans guidance dated May 2018. The BA will be prepared as a combined document for

Caltrans to initiate Section 7 consultations with both the National Marine Fisheries Service (NMFS) for the federally threatened South Central California Coast steelhead and the U.S. Fish and Wildlife Service (USFWS) for the federally endangered least bell's vireo and the federally threatened California tiger salamander and California red-legged frog.

Deliverables:

- Revised Natural Environment Study (NES)
- Revised Delineation Report (PJD)
- Revised Biological Assessment (BA)

This task includes up to 20 hours to assist Caltrans and the County through Section 7 consultations (e.g., providing additional information, analysis, etc.). LSA has allocated up to 10 hours each for responding to comments generated during review of the NES and BA, and four (4) hours for responding to comments generated during review of the Delineation Report.

Task 6.3.2: Cultural Resources:

In 2013, LSA prepared an Area of Potential Effects (APE) map, Historic Property Survey Report, and Archaeological Survey Report for the project that were approved and signed by Caltrans. No cultural resources were identified as a result of those studies. Based on its review of the 2019 design change and updated Caltrans guidance, LSA will conduct revised/updated cultural resource studies that are needed for the County and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California.* LSA will conduct the following tasks to identify cultural resources in the project's revised APE:

- LSA will conduct a complete records search at the Northwest Information Center. The records search will identify previously recorded or otherwise known cultural resources and previous cultural resource studies within or adjacent to the project area.
- LSA will complete a review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the project area. 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, National Historic Landmarks, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate City and County listings will be reviewed.

- LSA will also conduct background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and at LSA, to identify identify previously recorded or otherwise known cultural resources in or adjacent to the project area.
- LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the project area contains any listed sites, and (2) a list of Native American contacts who may have concerns about the project area. LSA will contact Local Native Americans on that list by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.
- LSA will contact the San Benito County Historical Society for any information or concerns they may have about the project area.
- LSA will conduct a cultural resources field survey to identify and document resources present within the project area.

Deliverables:

- Revised Area of Potential Effects (APE) map to Caltrans standards
- Revised Historic Property Survey Report (HPSR) to Caltrans standards
- Archaeological Survey Report (ASR) to Caltrans standards

LSA has allocated up to eight (8) hours for responding to comments generated during review of the HPSR and ASR.

Task 6.3.3: Noise Study:

Preliminary review of the Project area indicates that one sensitive receptor, a residential unit, is approximately 400 feet northeast from the project site. LSA will revise and update the technical noise memorandum prepared in 2011, outlining the exemption of the Project from a detailed highway traffic noise impact analyses as a Type III project established in 23 CFR 772 (i.e., would not involve added capacity, construction of new through lanes or auxiliary lanes, changes in the horizontal or vertical alignment of the roadway or exposure of noise sensitive land uses to a new or existing highway noise source). In addition, the memorandum would include a detailed analysis of the potential construction noise impacts recommendation of abatement measures, as needed. Analysis requirements will be based on the sensitivity of the area and follow Caltrans guidelines and noise construction policies in the San Benito County General Plan Update.

Deliverables:

- Noise Construction Memo

LSA has allocated up to four (4) hours for responding to comments generated during review of the noise analysis.

Task 6.3.4: Visual Impact Assessment (VIA) Memo:

Receptors that may be affected by visual changes in the Project area include one single-family home located northeast of the Project. The Caltrans Visual Impact Assessment (VIA) Questionnaire was prepared in order to determine the level of documentation appropriate for the analysis of visual impacts with project implementation. Results of the VIA Questionnaire indicated a VIA Memorandum was the appropriate document to analyze visual resources. LSA will revise and update the VIA Memorandum, which evaluates the aesthetic compatibility of the proposed Project with the surrounding area. The VIA Memo will consider the consistency of the Project with the applicable San Benito County General Plan visual resource policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA Memo will describe the existing setting, identify important visual resources, and identify potential Project visual impacts. Visual conditions and Project impacts will be discussed qualitatively. It is assumed the design for the proposed Project will include landscaping consistent with applicable County and Caltrans guidelines. If required, measures to avoid, minimize, or mitigate adverse Project visual impacts or to provide consistency with the County policies and standards will be identified.

Deliverables:

- Visual Impact Analysis (VIA) Memorandum

LSA has allocated up to four (4) hours for responding to comments generated during review of the VIA Memorandum.

Task 6.4: CEQA Document – IS/MND:

Environmental Compliance – CONTRACTOR'S subcontractor, LSA, will prepare a revised Initial Study/Mitigated Negative Declarations for CEQA purposes. Studies prepared for NEPA compliance will serve as the back-up for the analysis in the CEQA IS/MND.

Task 6.4.1: Administrative Draft Revised IS/MND

LSA will prepare an Administrative Draft of the revised IS/MND for County review. The format will be based on the CEQA Initial Study

checklist and an expanded evaluation of each issue area, as necessary. Included in the Administrative Draft Revised IS/MND will be a project description, discussion of the environmental review process, and project methodology. LSA will submit a total of three (3) hard copies and an electronic version (word and/or pdf version) of the Administrative Draft Revised IS/MND to the County for review.

Task 6.4.2: Preliminary Draft Revised IS/MND

Following review by the County, LSA will prepare a Preliminary Draft Revised IS/MND. This second version will evaluate each of the County's comments on the Administrative Draft Revised IS/MND. LSA has budgeted up to a maximum of 24 hours for responding to comments generated by the County and legal comments. LSA will submit three (3) hard copies and an electronic version (word and/or pdf) of the Preliminary Draft Revised IS/MND to the County for review.

Task 6.4.3: Public Review Draft Revised IS/MND

The purpose of this task will be to respond to the County's/legal comments on the Preliminary Draft Revised IS/MND, complete necessary revisions, submit the document for County approval, and publish for public review. LSA has allocated up to a maximum of 18 hours for responding to comments generated by the County. LSA will provide ten (10) full hard copies and fifteen (15) summary copies (with CDs or thumb drive) of the Draft Revised IS/MND to the County to circulate for public review. It is expected that the County will be responsible for publishing all legal notices and advertisements. LSA will assist the County in the preparation of the public Notice of Intent to adopt the MND and the Notice of Completion for the State Clearinghouse.

Task 6.4.4: Response to Comments to the Draft Revised IS/MND

LSA will prepare written responses to comments received on the Draft Revised IS/MND that raise significant environmental issues and submit them for County staff review after the close of the public comment period. LSA has budgeted up to a maximum of 48 hours for responding to comments generated by the public.

Task 6.4.5: Final IS/MND

LSA will incorporate the final comments and responses into the Final MND and will submit ten (10) full hard copies and fifteen (15) summary copies of the approved document for distribution by the County to agencies and interested parties that commented on the Draft Revised IS/MND.

Task 6.4.6: Mitigation Monitoring and Reporting Program

LSA will prepare a Mitigation Monitoring and Reporting Program in the Final IS/MND that outlines timing and responsibility assignments for implementing each measure. Final adjustments to the Mitigation Monitoring and Reporting Program will be made based on staff review and comment. LSA will submit an electronic copy (word and/or pdf version) of the Mitigation Monitoring and Reporting Program and final mitigation measures separately to the County.

Deliverables:

- Administrative Draft Revised IS/MND
- Preliminary Draft Revised IS/MND
- Public Review Revised Draft IS/MND
- Response to Comments on Revised Draft IS/MND
- Final MND/Mitigation Monitoring and Reporting Program

Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1), is hereby further amended to add an additional Task 6.5 to the Preliminary Design Phase, to read as follows:

Task 6.5: NEPA Compliance:

It is expected that the project will be processed through the use of a Categorical Exclusion for NEPA purposes. Caltrans processes NEPA documentation for Local Assistance projects; as a result, no scope items are included for this task, except as follows:

Environmental Commitment Record: The Federal Highway Administration (FHWA) is responsible for ensuring that avoidance and minimization measures identified during the NEPA process are implemented in accordance with FHWA Code of Federal Regulations 23 CFR 771.109 (b). Environmental Commitment Records (ECRs) are required to track and document environmental commitments throughout the Project Delivery process. Once the technical studies have been finalized, CONTRACTOR'S subcontractor, LSA, will prepare an ECR utilizing the current Local Assistance Environmental Commitment Record format or the format requested by Caltrans District 5. The ECR will provide a brief description of each measure, identify the page where the measure can be found in the environmental document, identify the responsible party and timing, and provide signature blocks for certification of completion of the measure.

All other provisions of Attachment A to the original contract, as previously amended (Exhibit 1), shall remain the same.

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

New Scope of Services:

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

[ ] The payment terms in the original contract (Exhibit 1) are not modified.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The payment terms are modified only as specified below:

Modified Payment Terms:

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract as previously amended (Exhibit 1) is hereby further amended to add additional compensation in the amount of $185,691.00 for services rendered pursuant to this amendment, for a total contract value not to exceed $723,134.25, as follows:

Original Contract:	$396,995.60
First Amendment:	$17,350.00
Second Amendment:	$123,097.65
Third Amendment:	$0.00
Fourth Amendment:	$0.00
Fifth Amendment:	$185,691.00
Total Not To Exceed:	**$723,134.25**

Accordingly, Paragraph B-3, as previously amended, is hereby further amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

[ ] a total lump sum payment of $_____, or

[X] a total sum not to exceed $723,134.25,

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

Paragraph B-4(C) (Special Compensation) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1), is hereby further amended as follows:

The additional compensation for payment of additional services provided under amended Tasks 1, 3, 6.2, 6.3 (inclusive of Tasks 6.3.1 through 6.3.4) and 6.4 (inclusive of Tasks 6.4.1 through 6.4.6), as set forth above, is comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract, as previously amended (Exhibit 1), :

Panoche Road Bridge Contract Amendment No. 5
Budget Breakdown by Activity/Task

Task 1 - Additional Quincy Project Management	$11,367.00
Task 3 - Location Hydraulic Report	$6,880.00
Task 6.2 - Environmental Project Management and Meetings	$31,230.00
Task 6.3 - Environmental Technical Reports	$73,183.00
Task 6.4 - Environmental Compliance	$57,312.00
Direct Costs and Escalation	$5,719.00
Total Amendment Request -	$185,691.00

Revised cost proposals and Local Assistance Procedures Manual Exhibit 10-H1 forms are attached hereto and incorporated into the original contract, as previously amended (Exhibit 1), as Attachment B-1.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1), shall remain the same.

[ ] 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 amendment, 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:

d. Other Terms. (Check one.)

[X] 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:

Quincy Engineering, Inc.

By: John S. Quincy, Principal Engineer

2/11/2020
Date

COUNTY:

San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair

2-18-20
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Feb. 11, 2020
Date

Attachment B-1 - Amendment 5 - Scope of Work

Cost Proposal

Project Number: JP — Project Name: Panoche Road Bridge Replacement Amendment 5 - Environmental Approval

No.	TASKS	Principal Eng.	Senior PM	Assoc Eng.	Senior Eng.	Assist Eng. I	Assist Eng. II	Admin Asst	Assist Eng. I	Assoc Eng.	0	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Labor	Quincy Profit	Quincy NLF Budget	LSA	WRECO	Subconsultant Subtotal
		JQ	CD	AM	SMc	MM	SN	PJ	CH	JCr	blank		Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier			
	Initial Hourly Rate	$110.00	$95.00	$62.43	$74.00	$38.50	$49.46	$41.00	$39.60	$55.33	$0.00								
	Realignment Study													2.757	10%	3.033			
1	Project Management (2/2020 - 5/2021)		36					8				44	$3,748	$10,334	$1,033.36	$11,367			$0
3	Location Hydraulic Report				4							4	$296	$816	$81.61	$898		5,982.3	$5,982
6	APE Map and Environmental Studies											0	$0	$	$0.00	$0	16,226.6		$16,227
6.2	Environmental Project Management and Meetings		40	16	2							58	$4,947	$13,639	$1,363.92	$15,003	60,645.5		$60,646
6.3	Environmental Technical Reports		16	32		16						64	$4,134	$11,398	$1,139.75	$12,537	48,634.5		$48,635
6.4	Environmental Compliance (CEQA/NEPA)		16	12	8							36	$2,861	$7,889	$788.86	$8,678			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
												0	$0	$	$0.00	$0			$0
													$0						$0
	Subtotal- Hours	0	108	60	14	16	0	8	0	0	0	206	$15,986.04	$44,075.11	$4,407.51	$48,482.62			0
	Estimated Salary Increases for Multi-Year Project												$862.37	$2,377.63	$237.76	$2,615.40			
	Other Direct Costs															$290.00	2,813.40		2,813
	Total Cost	$0	$10,260	$3,746	$1,036	$616	$0	$328	$0	$0	$0	$15,986	$16,848	$46,453	$4,645	$51,388	128,320.21	5,982.	$134,303

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Panoche Road Bridge Replacement Amendment 5 - Environmental Approval
Project No. JP Contract No. N/A Date 12/9/2019

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$120	0	$ 110.00	$ -
Senior PM	Carolyn Davis	CD	$60-$110	108	$ 95.00	$ 10,260.00
Assoc Eng.	Andrew Mitchell	AM	$35-$65	60	$ 62.43	$ 3,746.04
Senior Eng.	Scott McCauley	SMc	$50-$100	14	$ 74.00	$ 1,036.00
Assist Eng. I	Michael Mekuria	MM	$26-$46	16	$ 38.50	$ 616.00
Assist Eng. II	Samatha Narra	SN	$34-$62	0	$ 49.46	$ -
Admin Asst	Phyllis Jordan	PJ	$15-$52	8	$ 41.00	$ 328.00
Assist Eng. I	Carl Hughes	CH	$26-$46	0	$ 39.60	$ -
Assoc Eng.	Juan Cruz	JCr	$35-$65	0	$ 55.33	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
		blank		0	$ -	$ -
				206		$ 15,986.04

LABOR COSTS

a) Subtotal Direct Labor Costs $15,986.04
b) Estimated Salary Increases for Multi-Year Project $862.37 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $16,848.41

INDIRECT COSTS

d) Fringe Benefits (Rate: 43.02%): e) Total Fringe Benefits [(c) x (d)] $7,248.19
f) Overhead (Rate: 132.69%): g) Overhead [(c) x (f)] $22,356.15
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $29,604.34

FIXED FEE

k) Fixed Fee (10.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $4,645.27

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	500	miles @	$0.580	$290.00	
Pier Diem/ Hotel		days @	$150.00	$0.00	
Delivery	0	@	$20.00	$0.00	
Vendor Reproduction					
Vellum		@		$0.00	
81/2 X 11 Reproduction		@		$0.00	
11 X 17 Reproduction		@		$0.00	
Mounting Boards for Presentations		@		$0.00	
Newsletters (Translation and printing)		@		$0.00	
Subtotal Vendor Reproduction				$0.00	
Title Report	0	@	$0.00	$0.00	
Miscellaneous				$0.00	
			m) **TOTAL OTHER DIRECT COSTS**	$290.00	$290.00

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

LSA	$128,320.21	
WRECO	$5,982.38	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
0	$0.00	
	$134,302.59	$134,302.59

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$185,690.61**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 175.71 , plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. N/A Date 12/9/2019

Panoche Road Bridge Replacement Amendment 5 - Environmental Approval

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 15,986.04	206	=	$77.60	Year 1 Avg Hourly Rate

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

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$77.60	+	2.5%	=	$79.54	Year 1 Avg Hourly Rate
Year 2	$79.54	+	5.0%	=	$83.52	Year 2 Avg Hourly Rate
Year 3	$83.52	+	5.0%	=	$87.70	Year 3 Avg Hourly Rate
Year 4	$87.70	+	5.0%	=	$92.09	Year 4 Avg Hourly Rate
Year 5	$92.09	+	5.0%	=	$96.69	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	65.00%	*	206.0	=	133.9	Estimated Hours Year 1
Year 2	35.00%	*	206.0	=	72.1	Estimated Hours Year 2
Year 3	0.00%	*	206.0	=	0.0	Estimated Hours Year 3
Year 4	4.00%	*	206.0	=	8.2	Estimated Hours Year 4
Year 5	0.00%	*	206.0	=	0.0	Estimated Hours Year 5
Total	100%	Error	Total	=	206.0	Error

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$77.60	*	134	=	$10,390.93	Estimated Hours Year 1
Year 2	$79.54	*	72	=	$5,734.83	Estimated Hours Year 2
Year 3	$83.52	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$87.70	*	8	=	$722.65	Estimated Hours Year 4
Year 5	$92.09	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$16,848.41	
	Direct Labor Subtotal before Escalation			=	$15,986.04	
	Estimated total of Direct Labor Salary Increase			=	**$862.37**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant LSA Associates, Inc.

Project No._____ Contract No._____ Date 12/02/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal in Charge	Jeff Bray	20.5	$67.38	$1,381.29
Project Manager*	Edward Heming	183	$47.21	$8,639.43
Principal		22	$80.38	$1,768.36
Associate		8	$55.65	$445.20
Senior Technical Staff		65	$47.26	$3,071.90
Technical Staff		494	$34.88	$17,230.72
Assistant Technical Staff		15	$28.87	$433.05
GIS/Graphics		48	$45.11	$2,165.28
Office Assistant		2	$44.19	$88.38
Project Assitant		6	$25.48	$152.88
Admin./Document Management		35.5	$33.56	$1,191.38

LABOR COSTS Total Hours: 899

a) Subtotal Direct Labor Costs $36,567.87

b) Anticipated Salary Increases (see page 2 for calculation) $1,851.25

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $38,419.12

INDIRECT COSTS

d) Fringe Benefits (Rate: 81.44%) e) Total Fringe Benefits [(c) x (d)] $31,288.53

f) Overhead & G&A (Rate: 115.54%) g) Overhead [(c) x (f)] $44,389.45

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $75,677.98

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00%] $11,409.71

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Records Search	1	Cost	$500.00	$500.00
Reproduction (8.5 x 11 Color)	3136	Per Page	$0.40	$1,254.40
Reproduction (11 x 17 Color)	20	Per Page	$0.75	$15.00
CD Production	30	Per CD	$5.00	$150.00
Mileage (on-road)	800	Miles	$0.58	$464.00
GPS Unit	2	Days	$75.00	$150.00
Postage/Delivery	7	Cost	$40.00	$280.00

l) **TOTAL OTHER DIRECT COSTS** $2,813.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $0.00

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

$2,813.40

$128,320.21

EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$36,567.87	899.00	=	$40.68	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$40.68	+	5%	=	$42.71	Year 2 Avg Hourly Rate
Year 2	$42.71	+	5%	=	$44.85	Year 3 Avg Hourly Rate
Year 3	$44.85	+	5%	=	$47.09	Year 4 Avg Hourly Rate
Year 4	$47.09	+	5%	=	$49.44	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.00%	*	899.0	=	224.8	Estimated Hours Year 1
Year 2	50.00%	*	899.0	=	449.5	Estimated Hours Year 2
Year 3	25.00%	*	899.0	=	224.8	Estimated Hours Year 3
Year 4	0.00%	*	899.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	899.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	899.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$40.68	*	224.8	=	$9,141.97	Estimated Hours Year 1
Year 2	$42.71	*	449.5	=	$19,198.13	Estimated Hours Year 2
Year 3	$44.85	*	224.8	=	$10,079.02	Estimated Hours Year 3
Year 4	$47.09	*	0.0	=	$0.00	Estimated Hours Year 4
Year 5	$49.44	*	0.0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$38,419.12	
	Direct Labor Subtotal before Escalation			=	$36,567.87	
	Estimated total of Direct Labor Salary Increase			=	**$1,851.25**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeff Bray

Title*: President

Signature:

Date of Certification (mm/dd/yyyy): 12/02/2019

Email: jeff.bray@lsa.net

Phone Number 916-772-7450 ext.5124

Address: 201 Creekside Ridge Court, Suite 250, Roseville, CA 95678

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

NEPA Technical Studies, CEQA/NEPA Compliance

QCE1901.P

Quincy Engineering

Panoche Road Bridge Restart

LSA

12/3/2019

% in Year		LSA											Total LSA Hours	Total LSA Fees
		Biology Principal/PIC (Jeff Bray)	Project Manager (Edward Heming)	Principal	Associate	Senior Technical Staff	Technical Staff	Assistant Technical Staff	GIS/Graphics	Office Assistant	Project Assistant	15		
	Hourly Rate ($/ hour)	$67.38	$47.21	$80.38	$55.65	$47.26	$34.88	$28.87	$45.11	$44.19	$25.48	$33.56		
	ICR: Overhead Rate	196.98%												
	Profit	10.00%												
	Multiplier	3.2668												
	Escalation	5%												
25%	Year 1	$220.12	$154.22	$262.58	$181.80	$154.39	$113.95	$94.31	$147.36	$144.36	$83.24	$109.63		
50%	Year 2	$231.12	$161.94	$275.71	$190.89	$162.11	$119.64	$99.03	$154.73	$151.58	$87.40	$115.11		
25%	Year 3	$242.68	$170.03	$289.50	$200.43	$170.21	$125.62	$103.98	$162.47	$159.16	$91.77	$120.87		
100%	Weighted Average	$231.26	$162.03	$275.88	$191.00	$162.20	$119.71	$99.09	$154.82	$151.67	$87.45	$115.18		
Phase 01	**Project Management**													
1.1	Project Management	10.0	50.0							2.0			62.0	$10,717.54
1.2	Project Meetings		34.0										34.0	$5,509.10
	Phase 01 Project Management Subtotal	**10.0**	**84.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**0.0**	**0.0**	**96.0**	**$16,226.64**
Phase 02	**NEPA Technical Studies**													
2.1	Biology Preliminary Jurisdictional Delineation	0.5				2.0	41.0		10.0			0.5	54.0	$6,954.14
2.2	Biology NES	5.0	5.0			14.0	65.0	15.0	15.0		0.5	2.0	121.5	$16,101.47
2.3	Biology BA	4.0	5.0			12.0	58.0		11.0		0.5	2.0	92.5	$12,602.21
2.4	Cultural APE		5.0			1.0	8.0						14.0	$1,930.08
2.5	Cultural ASR/HPSR		5.0	6.0		28.0	36.0				1.0	4.0	80.0	$11,865.01
2.6	Noise Memo		2.0	1.0	4.0		30.0		2.0		0.5	3.0	42.5	$5,654.28
2.7	Visual Memo		6.0	1.0			30.0		2.0		0.5	3.0	42.5	$5,538.41
	Phase 02 NEPA Technical Studies Subtotal	**9.5**	**28.0**	**8.0**	**4.0**	**57.0**	**268.0**	**15.0**	**40.0**	**0.0**	**3.0**	**14.5**	**447.0**	**$60,645.59**
Phase 03	**CEQA/NEPA Compliance**													
3.1	NEPA CE Support/NEPA ECR		1.0				6.0				0.5		7.5	$924.04
3.2	Admin Draft IS/MND	1.0	18.0	8.0	4.0	8.0	50.0		6.0		0.5	8.0	103.5	$15,296.32
3.3	Preliminary Draft IS/MND (inc. 24 hrs RTC)		16.0	3.0			48.0		1.0		0.5	4.0	72.5	$9,825.69
3.4	Public Draft IS/MND (inc. 18 hrs RTC)		14.0	2.0			34.0				0.5	6.0	56.5	$7,625.30
3.5	RTC on Draft IS/MND (inc. 48 hrs RTC)		10.0	1.0			60.0		1.0		0.5	2.0	74.5	$9,507.94
3.6	Final IS/MND & MMRP		12.0				28.0				0.5	1.0	41.5	$5,455.28
	Phase 03 CEQA/NEPA Compliance Subtotal	**1.0**	**71.0**	**14.0**	**4.0**	**8.0**	**226.0**	**0.0**	**8.0**	**0.0**	**3.0**	**21.0**	**356.0**	**$48,634.58**
	Subtotal Labor:	**20.50**	**183.00**	**22.00**	**8.00**	**65.00**	**494.00**	**15.00**	**48.00**	**2.00**	**6.00**	**35.50**	**899.00**	**$125,506.81**
Reimbursable Expenses														
Records Search														$500.00
Reproduction														$1,419.40
Mileage														$464.00
GPS Units														$150.00
Postage/Delivery														$280.00
	Subtotal Reimbursable Expenses													**$2,813.40**
													Total	**$128,320.21**

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: _____ WRECO

Project No.: _____ Contract No.: _____ Date: 12/6/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Han-Bin Liang	8	$ 98.24	$ 785.92
Supervising Engineer	TBD	0	$ 72.12	$ -
Senior Engineer	Wana Chiau	35	$ 43.04	$ 1,506.40
Associate Engineer	TBD	0	$ 44.33	$ -
Staff Engineer	TBD	0	$ 35.00	$ -
Senior Technician	TBD	0	$ 31.51	$ -
Technical Editor	TBD	0	$ 29.00	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 2,292.32

b) Anticipated Salary Increases **(see page 2)** $ -

c) **TOTAL DIRECT LABOR COSTS** $ **2,292.32**

INDIRECT COSTS

d) Fringe Benefits Rate: 72.69% e) Total Fringe Benefits $ 1,666.29

f) Overhead Rate: 30.98% g) Overhead $ 710.16

h) General and Administrative Rate: 33.58% i) Gen & Admin $ 769.76

j) **TOTAL INDIRECT COSTS** $ **3,146.21**

FIXED FEE

Rate: 10.00% k) **TOTAL FIXED FEE** $ **543.85**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE

Description	Quantity	Unit(s)	Unit Cost	Total
Travel/Mileage/Vehicle (supported by consultant actual costs)		Miles	$ 0.580	$ -
Reproductions	0	EA	$ 70.00	$ -
Overnight Delivery/Shipment	0	EA	$ 30.00	$ -
Laboratory Testing - Non-DBE		LS	$ -	$ -
Drilling and Field Sampling - Non-DBE		LS	$ -	$ -
Traffic Control Non-DBE		LS	$ -	$ -
Potholing & Roadway Patching		LS	$ -	$ -

l) **TOTAL OTHER DIRECT COSTS** $ -

m) SUBCONSULTANTS' COSTS

Subconsultant 1: $ -

m) **TOTAL SUBCONSULTANTS' COSTS** $ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** $ -

TOTAL COST $ **5,982.38**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. **Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	**5 Year Contract Duration**
$2,292.32		53.31	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.31	+	3%	=	$54.91	Year 2 Avg Hourly Rate
Year 2	$54.91	+	3%	=	$56.56	Year 3 Avg Hourly Rate
Year 3	$56.56	+	3%	=	$58.25	Year 4 Avg Hourly Rate
Year 4	$58.25	+	3%	=	$60.00	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	43.00	=	43.00	Estimated Hours Year 1
Year 2	0.0%	*	43.00	=	0.00	Estimated Hours Year 2
Year 3	0.0%	*	43.00	=	0.00	Estimated Hours Year 3
Year 4	0.0%	*	43.00	=	0.00	Estimated Hours Year 4
Year 5	0.0%	*	43.00	=	0.00	Estimated Hours Year 5
Total	100%		Total	=	43.0	

4. **Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.31	*	43.00	=	$2,292.32	Estimated Hours Year 1
Year 2	$54.91	*	0.00	=	$0.00	Estimated Hours Year 2
Year 3	$56.56	*	0.00	=	$0.00	Estimated Hours Year 3
Year 4	$58.25	*	0.00	=	$0.00	Estimated Hours Year 4
Year 5	$60.00	*	0.00	=	$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$2,292.32	
			Direct Labor Subtotal before Escalation	=	$2,292.32	
			Estimated total of Direct Labor Salary Increase	=	**$0.00**	*Transfer to Page 1*

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Han-Bin Liang, Ph.D., P.E. **Title:** President

Signature: **Date of Certification (mm/dd/yyyy):** 12/6/2019

Email: hanbin_liang@wreco.com **Phone Number:** (925) 941-0017

Address: 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Additional hydraulic analysis; response to comments; participation in conference calls.

EXHIBIT 1
TO AMENDMENT #___5___

ORIGINAL CONTRACT

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

AMENDMENT TO CONTRACT
#___4___

The County of San Benito ("COUNTY") and __Quincy Engineering, 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_____December 7, 2010_____.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows:__February 7, 2012, June 4, 2013, and June 2, 2015__

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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of __June 30, 2017__, to a new expiration date of __June 30, 2020__.

b. Scope of Services. (Check one.)
[X] 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:
(Insert modified or new services.)

[ ] 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.)

[X] 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:
(Insert modified or new payment terms.)

[ ] 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 amendment, 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.)

[X] 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: John S. Quincy, President

5/15/17
Date

COUNTY

San Benito County Board of Supervisors

Jaime De La Cruz, Chair

5/23/17
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

May 15, 2017
Date

EXHIBIT 1
TO AMENDMENT #__4___

ORIGINAL CONTRACT

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

AMENDMENT TO CONTRACT
#___3___

The County of San Benito ("COUNTY") and **Quincy Engineering, 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 December 7, 2010.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: February 7, 2012, June 4, 2013

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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2015, to a new expiration date of June 30, 2017.

b. Scope of Services. (Check one.)
[X] 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:
(Insert modified or new services.)

[ ] 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.)

[X] 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:
(Insert modified or new payment terms.)

[ ] 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 amendment, 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.)

[X] 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: John S. Quincy, President

5/22/15
Date

COUNTY
San Benito County Board of Supervisors

Margie Barrios, Chair

6/2/15
Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

May 22, 2015
Date

EXHIBIT 1
TO AMENDMENT # 3

ORIGINAL CONTRACT

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

AMENDMENT TO CONTRACT
#___2___

The County of San Benito ("COUNTY") and Quincy Engineering, 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 December 7, 2010.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[x] The initial contract previously has been amended. The date(s) of prior amendments are as follows: February 7, 2012

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.
[x] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2013, to a new expiration date of June 30, 2015.

b. Scope of Services. (Check one.)
[ ] The services specified in the original contract (Exhibit 1) are not modified.
[x] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[x] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

Tasks 1, 5, 6, 9, 10, 12 and 14 set forth in Attachment A (Scope of Services) to the original contract (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment, Tasks 1, 5, 6, 9, 10, 12 and 14 specified in Attachment A to Exhibit 1 remain in full force and effect.

THE PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK – BR. NO. 43C-0027

CONTRACTOR shall provide additional services relating to project management services, preparation of plans and specifications, and estimates (bid documents) in accordance with Caltrans Design Standard and Specification, environmental services to obtain environmental clearance for both California Environmental Quality Act, CEQA, and National Environmental Policy Act, NEPA, and obtaining all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0027 at Tres Pinos Creek Crossing, more particularly described as follows:

Task 6.3.4
Environmental Technical Reports – Added coordination for an Initial Site Assessment (ISA) study, including materials testing, required for the project (Parikh effort).

Task 9.1
Design – New Retaining Wall Plans Specifications and Engineering and layout for contour grading for a 5-foot diameter pipe culvert inlet walls near the end of the retaining wall (Quincy effort). Retaining wall will be added to the rocky hillside above the bridge since geotechnical engineers determined the hillside could not be cut as steeply as originally expected.

Task 9.2
Design – Property Owner Coordination addressing concerns of Mr. Paul Wattis as related to the spring box on his ranch. This work includes coordination meetings with attorneys and engineers, response letters to lists of concerns/demands, additional hydraulics analysis and the design of a rock weir, additional geotechnical exploration (two borings and other soil sampling), and added information and details for the environmental (CEQA) document.

Task 22.1
Construction Engineering Services – Construction Support Services; 100 hours. In addition, Parikh will be required to be present at the beginning of excavation work for bridge and retaining wall foundations per local ranch owner request to avoid impacts to the nearby underground spring box.

[ ] 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.

[x] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[x] The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is modified to add additional compensation for the additional services outlined above.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $_____, or

[X] a total sum not to exceed $ 414,345.60, comprised of the original contract price ($396,995.60), Amendment #1 ($17,350), plus additional compensation ($123,097.65 for additional services performed under this amendment #2) _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified herein.

Paragraph B-4 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is modified to add additional compensation for the additional services outlined above.

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

[ ] There are no additional terms of compensation.

[x] The following specific terms of compensation shall apply:

The additional compensation for payment of additional services provided under amended Tasks 6, 9 and 22 as set forth above, is comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract (Exhibit 1):

Task 6.3.4	**$22,074.03**

Task 9.1	**$14,233.83**
Task 9.2	**$62,289.79**
Task 22.1	**$24,500.00**

Summary
The additional scope correlates to a **budget increase not to exceed $123,097.65**.

Except as expressly modified in this amendment, all payment terms set forth in Attachment B to Exhibit 1 remain in full force and effect.

[ ] 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 amendment, 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.)

[x] 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: John S. Quincy, President — Date: 5/23/13

COUNTY

San Benito County Board of Supervisors

Anthony Botelho, Chair — Date: 6/4/13

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

~~Shirley L. Murphy, Deputy~~ County Counsel — Date: May 24, 2013

EXHIBIT 1
TO AMENDMENT #_2_

ORIGINAL CONTRACT

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

AMENDMENT TO CONTRACT
#___1___

The County of San Benito ("COUNTY") and Quincy Engineering, 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 December 7, 2010.

b. Prior Amendments. (Check one.)
[x] 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.)
[x] 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.
[x] The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
[x] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

Tasks 1, 5, 6, 9, 10, 12 and 14 set forth in Attachment A (Scope of Services) to the original contract (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment, Tasks 1, 5, 6, 9, 10, 12 and 14 specified in Attachment A to Exhibit 1 remain in full force and effect.

THE PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK – BR. NO. 43C-0027

CONTRACTOR shall provide additional services relating to project management services, preparation of plans and specifications, and estimates (bid documents) in accordance with Caltrans Design Standard and Specification, environmental services to obtain environmental clearance for both California Environmental Quality Act, CEQA, and National Environmental Policy Act, NEPA, and obtaining all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0027 at Tres Pinos Creek Crossing, more particularly described as follows:

Task 1
Project Management – Added coordination of QEI for the work outlined below to comply with Caltrans requirements; estimated **10 Hours.**

Task 5
Preliminary Roadway Plans/Bridge Advance Planning Studies – Added preliminary engineering design and layout for the 5 foot diameter pipe culvert. This includes added hydraulics analysis and coordination with WRECO; estimated **16 Hours.**

Task 6
Caltrans Required Visual Resource Memorandum.

Task 9
Design – The new pipe culvert is expected to require some design effort including final layout details and design of the inlet and outlet area walls. Also, pipe flow hydraulic analysis is required to ensure against roadway flooding and proper inlet performance; estimated **24 Hours**.

Incorporate Caltrans latest design concepts; estimated **20 Hours.**

Task 10
Detailing – New pipe culvert plan sheets; estimated **24 Hours**.

Task 12
Independent Design Check – Design check for the new pipe culvert; estimated **8 Hours**.

Task 14
Construction Quantities and Estimate – For new pipe culvert and inlet walls; estimated **8 Hours**.

Summary
The additional QEI tasks above are required as a result of on-site partner (County, Caltrans) meetings.

[ ] 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.

[x] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[x] The payment terms are modified only as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

Paragraph B-3 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is modified to add additional compensation for the additional services outlined above.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $_____, or

[X] a total sum not to exceed $ 414,345.60, comprised of the original contract price ($396,995.60), plus additional compensation ($17,350) for additional services performed under this amendment) _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified herein.

Paragraph B-4 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is modified to add additional compensation for the additional services outlined above.

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

[ ] There are no additional terms of compensation.

[x] The following specific terms of compensation shall apply:

The additional compensation for payment of additional services provided under amended Tasks 1, 5, 6, 9, 10, 12 and 14, as set forth above, is comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract (Exhibit 1):

Task 1, estimated 10 hours	**$1,350.00**
Task 5, estimated 16 hours	**$2,160.00**
Task 6 (set charge, not based on hourly rate)	**$2,500.00**
Task 9	
estimated 24 hours (new culvert design)	**$3,240.00**
estimated 20 hours (Caltrans' design concepts)	**$2,700.00**
Task 10, estimated 24 hours	**$3,240.00**
Task 12, estimated 8 hours	**$1,080.00**
Task 14, estimated 8 hours	**$1,080.00**

Summary

The additional scope correlates to a **budget increase not to exceed $17,350**.

Except as expressly modified in this amendment, all payment terms set forth in Attachment B to Exhibit 1 remain in full force and effect.

[ ] 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 amendment, 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.)

[x] 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: John S. Quincy, President

1-2012
Date

COUNTY
San Benito County Board of Supervisors

Jaime De La Cruz, Chair

2/7/2012
Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Feb. 1, 2012
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 Quincy Engineering, 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 December 7, 2010, and end on June 30, 2013, 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: $1,000,000

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.

[X] 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: Mario Quest, P.E.

Title: Senior Project Manager

Address: 3247 Ramos Circle

Sacramento, CA 95827-2501

Telephone No.: (916) 368-9181

Fax No.: (916) 368-1308

Signatures

APPROVED BY COUNTY:

Name: REB MONACO

Reb Monaco, Chair

Date: 12-7-10

APPROVED BY CONTRACTOR:

Name: John S. Quincy

Title: President

Date: 11-1-10

APPROVED AS TO LEGAL FORM:
Terra Chaffee, Deputy County Counsel

By:

Date: 11/29/10

ATTACHMENT A
Scope of Services

For

PANOCHE ROAD BRIDGE OVER TRES PINOS CREEK - BR. NO. 43C-0027

CONTRACTOR shall provide project management services, prepare plans and specifications, Estimates (bid documents) in accordance with Caltrans Design Standard and Specification and provide environmental services to obtain environmental clearance for both California Environmental Quality Act, CEQA, and National Environmental Policy Act, NEPA, and obtain all necessary permits from the Local, State and Federal regulatory agencies for the replacement and construction of the new Panoche Road Bridge No. 43C-0027 at Tres Pinos Creek crossing more particularly described as follows:

PRELIMINARY DESIGN PHASE

TASK 1: FIELD REVIEW/KICKOFF MEETING AND PROJECT MANAGEMENT

Kick-off Meeting: Contractor shall meet with the County to thoroughly discuss the project background, scope, concepts, schedule, and management, and gather all existing information about the project.

Contractor shall 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).

Project Management:

Project Meetings: Contractor shall work with the County to schedule, prepare agenda items, prepare engineering visual displays, attend, and compile project meeting minutes for distribution. Contractor shall attend up to three meetings to discuss the project status and to review work in progress for the 35%, 65%, and 95% PS&E completion stage

Project Schedule: Contractor shall develop a project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County on a regular basis, as appropriate.

Project Progress Reports: Contractor shall 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. Contractor shall submit reports with monthly invoices.

Product: **Final Scope/Schedule**
Field Review/Kickoff Meeting
Existing Information Review
Project Progress Reports
Progress Meetings (Total 3)

TASK 2: TOPOGRAPHIC SURVEY, STREAM CROSS-SECTIONS, PRELIMINARY RIGHT-OF-WAY

Channel cross-sections and topographic surveys will be performed by contractor.

Topographic Survey: Contractor shall provide the necessary field survey and related office work. The scope of the survey work will, 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 construction centerline. From the survey data generated, Contractor shall prepare the required base maps in an electronic data format to be used during design. The base maps shall include a digital terrain model (DTM) providing all required contours and topographic features. Contractor shall perform this work using English units.

Stream Cross-Sections: The Contractor shall survey six creek cross-sections for this project. This survey work shall 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: Contractor shall obtain existing right-of-way and adjoining property line information from the County and shall show it the project base map. Contractor shall prepare all required right-of-way, permanent and temporary construction easement for this project.

Existing utility information will also be shown on the base mapping.

Product: **Topographic Surveys and Mapping**
Aerial Topographic Map
Creek Cross Sections
Existing Right-of-Way, Adjoining Property, TCE and Utility Information

TASK 3: LOCATION HYDRAULIC REPORT AND HYDRAULIC DESIGN REPORT

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

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.

The Design Hydraulic Study will identify bridge design criteria (soffit elevation, bridge opening, potential scour depth, etc.) and identify the effects of the proposed bridge on the creek hydraulics.

Contractor shall 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. Contractor shall identify cross-sections and other survey requirements for hydraulic modeling purposes.

Contractor shall provide photographs of the bridge site and request any available data from the County of San Benito (i.e., traffic, state bridge reports and field review forms, historic photographs, etc.) during the initial meeting.

The Contractor shall set up an existing condition backwater model at the bridge and calibrate to known high water marks if available. The Contractor shall also prepare existing condition stage discharge curves and flood profiles at the bridges. The Contractor shall use industry standard software for flow modeling (The Corps of Engineer's HEC-2 or HEC-RAS and/or UNET Unstready Flow Through) including the analysis of the impact of the backwater effect. The Contractor shall 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.

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). The Contractor shall review all previously prepared hydrologic analysis considered as appropriate. The Contractor shall prepare a flood frequency curve at the bridge. The Contractor shall calculate the hydraulic characteristics necessary for estimating potential scour. The Contractor shall show flood profiles and stage discharge curves as appropriate.

The Contractor shall 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 contractor.
The Contractor shall review all existing geotechnical information that is currently available on or near the project sites. This data will be 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 shall 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.

Product: Preliminary Foundation Memo

TASK 5: PRELIMINARY ROADWAY PLANS/BRIDGE ADVANCE PLANNING STUDIES (APS)

Preliminary Roadway Plans: The Contractor shall discuss the alternative alignments with the County staff, with special emphasis placed on the 50 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 by the Contractor 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. The Contractor shall prepare an Engineers Estimate and include appropriate contingency factors for this level of design. The Contractor shall 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 the potential for anticipated design exceptions.

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 Contractor will pursue up to three bridge alternatives in the Advance Planning Study (APS) stage of the project. The Contractor shall evaluate different foundation types (i.e., CIDH piles, conventional driven piles with footings, etc.) 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.
- A recommendation as to which of the alternatives is the most appropriate for the site.

Preliminary Right-of-Way: The Contractor shall 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: The Contractor shall provide communication and coordination with the utility companies during the preliminary and final design process. The Contractor shall coordinate the relocation and protection of the existing utilities for the project based on information obtained from the various affected utilities. The Contractor shall 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
Utility Coordination Correspondence

TASK 6: APE MAP AND ENVIRONMENTAL DOCUMENTS / STUDIES

Environmental requirements for the project shall be performed by Contractor.

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

Anticipated Environmental Approvals: It is anticipated that the NEPA environmental documentation would be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. This 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. IT IS ANTICIPATED THAT 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, BUT NOT LIMITED TO, 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 ENVIRONMENTAL TECHNICAL STUDIES. IF IT IS DETERMINED THAT THERE WOULD BE SIGNIFICANT IMPACTS TO THOSE RESOURCES EVEN WITH THE APPLICATION OF MITIGATION, AN ENVIRONMENTAL IMPACT REPORT (EIR) WOULD BE REQUIRED AND THE SCOPE AND BUDGET WOULD NEED TO BE MODIFIED ACCORDINGLY.

Environmental Document Work Program: The tasks identified below outline the work program based the Contractor's experience and knowledge from other similar bridge replacement projects within the County and Caltrans District 5. Modification to the scope and budget may be necessary upon completion of the Preliminary Environmental Studies (PES) form prepared by Caltrans for the project. As stated above, the level of effort is based on a CE with required technical studies for NEPA clearance. Based on a review of existing project information, the level of effort for CEQA compliance is based on preparation of technical studies and a MND.

TASK 6.1: ENVIRONMENTAL PROJECT INITIATION

The Contractor shall attend a project initiation meeting with the County and Caltrans to discuss the project description, schedule, issues, and impacts of the project. The PES form will be completed during the project initiation meeting.

Product: Project Initiation Meeting

TASK 6.2: ENVIRONMENTAL PROJECT MANAGEMENT AND MEETINGS

The Contractor shall attend up to five meetings, including the project initiation meeting as described above under Task 6.1, two progress meetings, and up to two public meetings.

Product: Meeting Attendance & Notes

Project Management for environmental analysis and permitting tasks

TASK 6.3: ENVIRONMENTAL TECHNICAL REPORTS

In accordance with Caltrans and Federal Highway Administration (FHWA) current procedures and guidelines, The Contractor shall prepare the required technical reports for the project in support of the CE and MND. The Contractor shall review the technical reports with a copy to the County and Caltrans. The Contractor shall all submit in electronic (i.e., PDF and/or Word) format; and hard copies to Caltrans. Two rounds of Caltrans review are typically required: the first round for primary comments and the second round for minor cleanup (e.g., no substantial new work or revisions required).

The technical studies will include an analysis of two alternatives; one build alternatives and the no-build alternative.

The following information and items will be utilized:

- Base topographical map (1" = 200' or larger);
- Aerial photograph;
- Limits of work (maximum anticipated, including staging areas);
- Preliminary engineering plans and profiles in digital format (using ArcGIS or computer-aided drafting [CAD] software); and

The Contractor shall provide hard copies and electronic files of project maps and drawings. The electronic files will be provided as CAD files projected in a real-world coordinate system, GIS shape files, or Geodatabases. Any aerial imagery will be provided geo-referenced or with the appropriate world file (*.wld) to tie it to a real-world coordinate system.

Task 6.3.1 - Biological Resources:

The Contractor shall evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special status plant or wildlife species, or sensitive habitats that may be affected by the project. Based on a preliminary review, sensitive biological resources potentially occurring in the project area include (but are not limited to) California red-legged frog (CRLF), anadromous fish (SCCC steelhead), Pacific pond turtle, special status plants, and jurisdictional waters.

Research/Coordination. The Contractor shall 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, the Contractor will informally coordinate with the California Department of Fish and Game (CDFG), National Marine Fisheries Service (NMFS), and/or USFWS, as necessary, regarding the potential presence of special status species on the project site.

Field Surveys. The Contractor shall prepare the following field surveys.

- *General Field Survey*. The Contractor shall conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, we will also and inspect the existing bridge for presence of bats or suitable roosting habitat for bats, and swallows or other nesting birds.
- *Jurisdictional Delineation*. The Contractor shall conduct a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFG jurisdiction will also be delineated.
- *Plant Surveys*. The Contractor shall conduct two focused surveys to determine if special status plants occur on the project site. The surveys will be scheduled to coincide with the normal blooming period of the target species to ensure that any special status plants that may occur on the project site are readily identifiable during the surveys. All plant species

observed on the project site will be identified to an appropriate level of taxonomy to determine protection status (if any).

During the first plant survey, the habitats on the project site will be evaluated to determine if they are suitable for any of the special status plant species known to occur in the vicinity. If suitable habitat is present, the surveys will proceed accordingly. If not, the second plant survey will not be required.

- *CRLF Site Assessment*. Since the project is located within the range of CRLF, and potential habitat for this species occurs in the project area, The Contractor shall conduct a site assessment for CRLF. The Contractor shall review lands in the vicinity of the project site to determine the suitability of the habitat for CRLF. Data will be collected using a combination of field investigation and review of aerial photographs.

Documentation. The Contractor shall prepare the following reports to document biological resources in the project area and evaluate potential project effects to biological resources.

- *Natural Environment Study (NES).* The Contractor shall document the results of the field surveys in an NES prepared in accordance with the most recent Caltrans' Guidance (currently August 2009). The NES shall include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation, plant surveys, and CRLF habitat assessment will also be summarized in the NES. The NES shall include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.
- *CRLF Site Assessment*. The Contractor shall prepare a site assessment in accordance with the USFWS *Revised Guidance on Site Assessment and Field Surveys for California Red-legged Frogs*, dated August 2005. The site assessment is used 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 USFWS will review the site assessment and determine if suitable habitat is present for CRLF. At this time, the Contractor expects that the site assessment will indicate that suitable habitat for CRLF occurs on the project site or in the vicinity.
- *Delineation Report*. The results of the delineation field work will be documented in a brief letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of U.S. on the site. The delineation report shall be submitted to the ACOE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02. Note that all findings shall be considered preliminary until verified by the ACOE.
- *Biological Assessment (BA).* The Contractor shall prepare a BA in accordance with the most recent Caltrans guidance (currently August 2009) to evaluate project effects to CRLF and SCCC steelhead and identify appropriate avoidance and minimization measures.

Caltrans will utilize the BA to facilitate Section 7 consultation with USFWS (CRLF) and NMFS (SCCC steelhead).

Protocol surveys for CRLF could be performed in an effort to demonstrate this species does not occur on or near the project site and, therefore, would not be affected by the project. However, the survey protocols for CRLF are quite rigorous. For a smaller project such as this one, it is difficult to justify the expense of conducting protocol surveys, especially when there is no guarantee of negative results. In addition, there are numerous records of CRLF in the vicinity of the project (the closest being 0.3 mile east of the project site), increasing the likelihood that this species occur on or near the project site.

Consequently, if the USFWS determines that CRLF could occur on or near the project site and be affected by the project, the most practical approach would be to infer presence of these species and initiate Section 7 consultation.

SCCC steelhead, a federally threatened species, is known to occur in Tres Pinos Creek and may be affected by the project. If NMFS determines that SCCC steelhead could occur in Tres Pinos Creek in the vicinity of the project site, the most practical approach would be to infer presence and initiate Section 7 consultation with NMFS.

The Contractor shall budget for a maximum of 20 hours for responding to comments generated during the NES and BA review process, and 10 hours for responding to comments during the delineation report and CRLF site assessment review.

Product: **Draft NES, CRLF/CTS Site Assessment, Delineation Report, and BA for review by the Project Team.**
Revised Draft NES, CRLF/CTS Site Assessment, Delineation Report, and BA for Caltrans review.
One subsequent Revised NES, CRLF/CTS Site Assessment, Delineation Report, and BA per Caltrans' second review.
Final NES, CRLF/CTS Site Assessment, Delineation Report, and BA for Caltrans and the Project Team.

Task 6.3.2 - Cultural Resources:

The Contractor shall conduct a records search, background research, a preliminary geoarchaeological sensitivity assessment, contact Native Americans and local historical organizations, and conduct field studies to prepare the following:

- Area of Potential Effects Map
- Archaeological Survey Report
- Historic Property Survey Report

The documents listed above shall be prepared by the Contractor in compliance with the *Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act* (2004), the National Environmental Policy Act, and the California Environmental Quality Act.

Area of Potential Effects (APE) Map. The Contractor shall prepare an APE map to Caltrans standards. The Contractor shall acquire the information needed to prepare the APE map from the County and/or other task identified.

Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). The following tasks will be performed:

- *Records Search.* The Contractor shall conduct a records search at the Northwest Information Center. The records search and literature review will (1) identify previously recorded cultural resources and previous cultural resource studies within 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 setting portion of the ASR.

  The Contractor shall review cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. 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.* If available, appropriate city and county listings will be reviewed.

  The Contractor shall contact the San Benito County Historical Society for any information or concerns they may have about cultural resources in the APE.
- *Native American Consultation.* The Contractor shall contact the Native American Heritage Commission in Sacramento 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 cultural resources in the APE. Local Native Americans on that list will be contacted by the Contractor via letter and/or telephone to inquire about any concerns or information they may have.
- *Field Survey.* The Contractor shall conduct an archaeological field survey.
- *Archaeological Survey Report and Historical Property Survey Report.* The Contractor shall prepare an ASR that presents the results of cultural resources identification efforts and an HPSR that summarizes the findings presented in the ASR. The Contractor shall respond to one set of County comments and one set of Caltrans comments on the draft report (total response time not to exceed 8 hours).

The budget for this scope of work is based on the assumption that there are no archaeological cultural resources or possible archaeological cultural resources in the APE. 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.

Product: APE Map for review by the Project Team.
APE Map for Caltrans review and approval.

Draft HPSR/ASR for review by the Project Team.
Revised Draft HPSR /ASR for Caltrans review.
One subsequent Revised HPSR /ASR per Caltrans' second review.
Final HPSR /ASR for Caltrans and the Project Team.

Task 6.3.3 -- Noise Study:

The Contractor shall prepare a noise study consistent with the Caltrans Noise Analysis Protocol (August 2006) and Technical Noise Supplement (November 2009) to address traffic noise impacts on noise-sensitive uses, such as existing and approved future residential areas located adjacent to the proposed project, noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) specified by the Federal Highway Administration (FHWA) and Caltrans guidelines and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The Contractor shall identify the areas with potential future traffic noise impacts using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future residences in the project vicinity shall be included.

Since construction will occur during implementation of the proposed project, noise impacts from construction sources will be analyzed. Analysis requirements will be based on the sensitivity of the area and follow Caltrans guidelines and the Noise Ordinance specifications of the County.

Only screening level analysis will be conducted for this project because, based on preliminary inspection, there are no noise sensitive use areas within the vicinity of project limit. Construction noise impacts will be discussed during the screening level analysis process.

The proposed project will be assessed using the traffic noise impact screening procedure outlined in Section 4 of the Caltrans Technical Noise Supplement (TeNS).

The Contractor shall budget 2 hours to respond to comments during the review process.

To assess the potential traffic noise impacts, the following subtasks would be undertaken:

1. The proposed project will be assessed using the traffic noise impact screening procedure outlined in Section 4 of the Caltrans Technical Noise Supplement (TeNS). If the proposed project passes the screening procedure, subtasks 2 and 3 will not be required.
2. However, if the proposed project fails the screening analysis, The Contractor shall prepare a detailed noise study report (NSR) as outlined in Section 7 of the TeNS. Short-term (15-minute) and long-term (24-hour) noise level measurements shall be conducted to establish the existing noise environment at representative noise-sensitive land uses within the project area. Also, noise level measurements will be used to calibrate the traffic noise model with concurrent traffic counts. The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 shall be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and **one build Alternative**. If the future with project noise levels are estimated to approach or exceed the Noise Abatement Criteria (NAC) established by the FHWA, noise abatement measures, such as

sound barriers, will be evaluated. The feasibility and reasonable allowance of the analyzed noise abatement measures will be assessed.

3. In addition, if feasible sound barriers were identified in the Noise Study Report (NSR), a noise abatement decision report (NADR) will be prepared as defined in the Caltrans Noise Analysis Protocol (August 2006). The report will summarize the preliminary reasonableness determination from the NSR, present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology).

Product: Draft Noise Study for review by the Project Team.
Revised Draft Noise Study for Caltrans review.
Second Revised Draft Noise Study for Caltrans review.
Final Noise Study for Caltrans and Project Team.

Task 6.4: CEQA Document – Initial Study/Mitigated Negative Declaration

This scope of work includes preparation of a CEQA IS/MND to meet the County's requirements.

Task 6.4.1 – Administrative Draft IS/MND:

Following County and Caltrans approval of the technical reports, the Contractor shall prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a project description, discussion of the environmental review process, and project methodology. Physical components of the IS/MND will include the initial study checklist, mitigated negative declaration form, attachments, figures, etc. Technical studies prepared shall be prepared by contractor and be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, right-of-way, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

Product: Administrative Draft IS/MND for review by the Project Team (Five print copies and one electronic PDF file).

Task 6.4.2 – Preliminary Draft IS/MND:

Following review by the Project Team, the contractor shall prepare a Preliminary Draft IS/MND. This second version will address comments on the Administrative Draft IS/MND, which are typically minor (e.g., no substantial new work required).

The contractor shall be available to meet and/or conference with the County to discuss comments on the Administrative Draft IS/MND if desired. We have budgeted 32 hours to respond to comments on the Administrative Draft IS/MND.

Product: 5 print copies of the Preliminary Draft IS/MND and 1 electronic PDF file for review by the Project Team.

Task 6.4.3 – Public Review Draft MND:

The contractor shall respond to County comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for Caltrans approval, and publish the document for public review. The Draft IS/MND would be forwarded to the County for final approval. The contractor has budgeted 16 hours to respond to comments on the Preliminary Draft IS/MND.

Once the Draft IS/MND is approved for public review, the contractor shall distribute copies (30 hard copies and 15 CDs) of the document to a distribution list for the project developed with County input. The contractor shall provide PDF files to the County for posting on the County's website if requested. The contractor shall prepare a Draft Notice of Intent (NOI) and a public notice regarding the availability of the Draft IS/MND for public review. The County will be responsible for publication of the public notice in a general circulation newspaper. In addition, the contractor shall file a Notice of Completion (NOC) with the County Clerk and/or the State Clearinghouse to begin the required public review period. During the public review period, the contractor shall participate in one community presentation meeting coordinated by County staff.

Product: 30 print copies and 15 CDs with PDF files of Public Review Draft MND for State Clearinghouse.

Task 6.4.4 – Response to Comments Public Review Draft MND:

The purpose of this task will be to prepare written responses to comments received on the Draft MND that raise significant environmental issues, and submit them for County review after the close of the public comment period. The County and the contractor shall also need to prepare some response to comments. The Contractor shall confer with the County to review written comments and comments from any public meetings to develop a general framework and strategies for preparation of responses. The Contractor will attend a team meeting to review comments, if requested. Any revisions to the IS/MND will be shown in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND will be submitted to the County for review. The Contractor anticipates 20 staff hours to prepare response to comments.

Product: 5 print copies and 1 set of electronic PDF files of draft responses to comments and revised MND.
Team meeting to review comments.

Task 6.4.5 – Final MND:

The Contractor shall incorporate the final comments and responses into the Final MND and will submit 30 copies of the approved document for distribution by the County, and agencies that commented on the Draft IS/MND.

Following County approval of the IS/MND, The Contractor shall prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse. If the environmental review indicates that the project would not qualify for the CDFG exemption, the County shall provide a check for $2,010.25 (effective January 1, 2010) to be submitted to the County Clerk with the NOD. [Note: CDFG fees may increase in 2011.]

Product: 30 print copies and 15 CDs with PDF files of Final MND.
Notice of Determination.

Task 6.4.6 –Mitigation Monitoring and Reporting Plan:

The Contractor shall prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP will be submitted to the County for review and comment, and the Final MMRP will be provided to the County along with the IS/MND for approval.

Product: Draft MMRP for review by the Project Team.
30 print copies and 15 CDs with PDF files of Final MND.

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.

TASK 8: GEOTECHNICAL INVESTIGATIONS

Foundation investigation, reporting, and design concurrence will be performed by the contractor.

Field Exploration: The proposed exploration program is based upon two borings, one at each proposed abutment area. The boring locations will depend upon the available access and traffic control limitations. Traffic control efforts will be minimal (cones and warning signs).

Based on initial research, rock like material is expected within 20 feet of the ground. Hard drilling conditions are expected and also some rock coring is expected to provide design data in the event the proposed supports are required to be in rock.

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. 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.

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.

Foundation Report: 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 using Caltrans "Standards".

The Foundation Report will also discuss bank/approach-stability/erosion, groundwater, scour, and other subsurface conditions encountered as they may effect 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 shall be performed by Contractor 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 / Detour: It is anticipated that the bridge will be constructed in stages, the contractor will include all work required to identify staged construction / detours in the design documents.

Utility Relocation: The Contractor shall 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 various affected utilities. The design can incorporate adequate openings for the utilities in the bridge. It will be the responsibility of each utility owner to provide a design of their facility in a timely fashion as to not impact the project schedule.

Environmental: The Contractor shall incorporate environmental mitigation requirements in the plans, specifications, and estimates. The Contractor shall also provide a revegetation plan sheets as required.

Other: The Contractor shall develop Bridge demolition, water pollution control measures, traffic detours, traffic handling plans, and project signing as well as bridge and roadway embankment protection (rock slope protection) details. Temporary traffic signals, if required for construction, are expected to be provided by the County or the construction contractor.

TASK 10: DETAILING

The Contractor shall prepare AUTOCAD or MicroStation according to the County drafting standards. The Contractor shall prepare the Plans in English units and will be consistent with Caltrans' Standard Plans. All plans shall 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 multi-span reinforced or prestressed concrete slab type 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
Profile and Superelevation Sheet
Drainage Details
Construction Signs and Traffic Handling Plan Sheet
Stage Construction (2)
Summary of Quantities Sheet
Construction Details (2)
Pavement Delineation and Sign Plans
Revegetation Plan
Storm Water Pollution Prevention Plan (SWPPP)
Bridge General Plan

Deck Contour Plan
Foundation Plan
Abutment Layouts (2)
Abutment Details
Pier Layouts
Pier Details
Bridge Typical Section
Slab Details
Bridge Railing Details
Approach Slab Details
Log of Test Borings Sheets
(Total of 27 sheets anticipated)

TASK 11: SUBMITTAL OF 65% PLANS (UNCHECKED DETAILS)

The Contractor shall open communication with the County's staff to allow both parties have the opportunity for input during the plan preparation stage. This will ensure that both roadway and bridge design parameters are adequately addressed.

Product: 65% Plans

TASK 12: INDEPENDENT DESIGN CHECK

The contractor shall perform an independent check of the design. 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. The Contractor shall revise plans based upon the independent check and agreement to revisions by the checker and designer.

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. The Contractor shall provide two hard copies and a disc copy of the specifications for the County's initial and final reviews.

Product: Technical Specifications (2 copies)

TASK 14: CONSTRUCTION QUANTITIES AND ESTIMATE

The Contractor shall develop construction quantities and estimate of construction costs (Q and E). 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

The Contractor shall review the draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility as part of the internal QA/QC program 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. Comments will be incorporated into the 95% PS&E package.

Product: **QA/QC Checklist**

TASK 16: SUBMITTAL OF 95% PS&E

The Contractor shall review the plans, specifications, and estimate, along with design, check, and quantity calculations, before it is submitted to the County at the 95% completion stage.

Product: **Full Size Reproducible Plans – 1 full size set of vellums**
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

The Contractor shall discuss and address in writing upon review comments from the County and other agencies. All apparent conflicts shall be resolved in person or via telephone/fax as necessary. Appropriate modifications will be made to the plans, specifications, and estimate. The Contractor shall 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.

Product: **Final Project PS&E Package**

TASK 18: RIGHT-OF-WAY ENGINEERING

After the County has approved the project geometrics, The Contractor shall determine the right-of-way requirements, including property acquisitions and easements, and depict the proposed right-of-way on the base sheets. The Contractor shall provide additional supplemental surveying to describe the anticipated right-of-way and temporary construction easements (TCE) as needed. The Contractor shall provide appraisal maps, legal descriptions, and plats to the County for their efforts in appraising, obtaining, and certifying right-of-way and temporary construction easements.

Product: Right-of-Way Support

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 REGULATORY AGENCY PERMITS

Preparation of permits will be performed by the contractor.

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 may include a Nationwide Permit Authorization from the Corps to satisfy Section 404 of the CWA, a Water Quality Certification from the RWQCB to satisfy Section 401 of the CWA, and a Lake or Streambed Alteration Agreement from the CDFG to satisfy Section 1602 of the California Fish and Game Code.

Task 20.1 –Section 404, Nationwide Permit Authorization:

The Contractor anticipates the project will fall within the thresholds of the Nationwide Permit Program for this project, specifically Nationwide Permit #14, linear transportation projects.

The Contractor shall complete a Nationwide Permit Preconstruction Notification Form for project impacts. The Nationwide Permit Authorization application package will include a complete permit application, vicinity map, plan view drawings, elevation and cross-section drawings, jurisdictional delineation (completed), photos of the project site, aerial photo, biological report(s), cultural report (completed), and permit applications submitted to the RWQCB and CDFG (see below).

The preliminary jurisdictional waters delineation, consisting of a map in the appropriate scale, data forms, and a Preliminary JD Form, will be submitted to the Corps for verification as part of the permit application package. Revisions to the delineation mapping will be made based on Corps comments. It should be noted that results of the delineation are considered preliminary until verified by the Corps.

The Contractor anticipates 8 hours of coordination with the Corps during preparation of the Nationwide Authorization Application package.

Product: Nationwide Permit Preconstruction Notification Form for review by the Project Team.
Final Permit Application Package for submittal to Corps and the Project Team.

Task 20.2 –Section 401, Water Quality Certification:

Receipt of a Water Quality Certification is required prior to issuance of the Corps Nationwide Permit Authorization. The Contractor shall complete the application package for the Water Quality Certification will include complete permit application, documentation of CEQA compliance, vicinity map, plan view drawings, elevation and cross-section drawings,

jurisdictional delineation, photos of the project site, aerial photo, biological report(s), permit applications submitted to the Corps and CDFG, and an application fee. The application fee is determined pursuant to the total amount of impacts to RWQCB jurisdiction. The application fee is not included in this task and will be requested from the County prior to application submittal.

The Contractor anticipates 4 hours of coordination with the RWQCB during preparation of the Water Quality Certification Application package.

Product: Water Quality Certification Application Package for review by the Project Team.
Final Permit Application Package for submittal to RWQCB and the Project Team.

Task 20.3 – Lake or Streambed Alteration Agreement:

The CDFG is charged with the protection and conservation of fish and wildlife resources under Section 1601-1607 of the California Fish and Game Code. The CDFG must be notified of any activity that impacts riparian corridors and wetlands so that they may conduct an onsite investigation to review the impacts of the project on any wildlife resources that may exist. Project proponents are required to enter into a Lake or Streambed Alteration Agreement with CDFG before construction of any project that will change the flow, bed, channel, or bank of any river, stream, or lake, or use materials from the streambed. Implementation of the proposed project may alter the bed or banks of ephemeral drainages (Tres Pinos Creek), thus requiring a Streambed Alteration Agreement.

The Contractor shall complete the Streambed Alteration Agreement application package which will include a complete permit application, documentation of CEQA compliance, vicinity map, plan view drawings, elevation and cross-section drawings, jurisdictional delineation, photos of the project site, aerial photo, biological report(s), permit applications submitted to the RWQCB and Corps, and an application fee. The application fee is determined pursuant to the cost of construction pursuant to CDFG jurisdiction. The application fee is not included in this task and will be requested from the County prior to application submittal.

The Contractor anticipates 6 hours of coordination with the CDFG during preparation of the Lake or Streambed Alteration Agreement Application package.

Product: Streambed Alteration Agreement Application Package for review by the County
Final Permit Application Package for submittal to CDFG and the County.

TASK 20.4 - ENVIRONMENTAL COMMITMENT RECORD:

The Contractor shall prepare the Environmental Commitments Record (ECR) for the project once all agency permits have been obtained. The ECR will include all environmental commitments required for the project. The Contractor has budgeted 2 hours to respond to comments on the ECR.

Product: Draft ECR for review by the County.
Revised ECR for Caltrans review.
Final ECR Caltrans and Project Team.

Task 20.5 - Regional Water Quality Control Board – NPDES General Construction Permit
The Contractor shall prepare the Notice of Intent, Post-Construction Calculations, Risk Assessment, site map and "conceptual" Storm Water Pollution Prevention Plan (SWPPP) required for obtaining an NPDES Construction Permit from the State Water Resources Control Board. All documentation will be uploaded to the agency's "SMARTS" system as required.

The "conceptual" Storm Water Pollution Prevention Plan (SWPPP) will include plan sheets showing the locations of standard BMP's that are typically used for bridge replacement projects. The conceptual SWPPP is provided to the construction contractor as information, however, the construction contractor will be responsible for developing and approval of their own site specific SWPPP under the permit requirements.

The County will approve the permit application as the "Legally Responsible Person" and pay the appropriate permit fees.

Product: "Conceptual" SWPPP.

TASK 21: BIDDING ASSISTANCE

The Contractor shall be available during the bid period to interpret the plans and specifications, assist with preparing addenda on as needed basis. The Contractor shall be available to provide analysis and recommendations concerning award of the contract.

Product: Assist with Addenda (if needed)
Bid Review

CONSTRUCTION PHASE

TASK 22: CONSTRUCTION ENGINEERING SERVICES

Because of the nature of this type of service and the unknowns associated with the construction contractor's expertise and experience, this task is not included in our design phase scope. A separate scope of work for construction support services will be prepared when construction is imminent.

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

TASK 23: PREPARE RECORD DRAWINGS

Not a part of this scope

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)

[X] 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

[X] a total sum not to exceed $ 396,995.60 _____,

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.
[X] The following specific terms of compensation shall apply: Attachment B-1

Attachment B-1
Quincy Engineering
Panoche Road over Tres Pinos Creek

BUDGET

Cost Proposal

Project Name: San Benito County - Panoche Road Bridge Replacement Project

				Date:	9/9/2010
	Quincy Engineering, Inc.				
	Direct Labor:				$74,599.87
	Escalation for Multi-Year Project (5.0%):				$3,729.99
	Overhead (1.595):				$124,936.13
A.	Labor Subtotal				$203,266.00
	Subconsultant Costs:				
	San Benito Engr'g & Surveying				$20,300.00
	Parikh Consultants				$43,814.00
	WRECO				$15,041.00
	LSA				$92,548.00
		0			$0.00
B.	Subconsultant Subtotal				$171,703.00
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	2000	miles @	$0.500	$1,000.00
	Pier Diem/ Hotel	4	days @	$50.00	$200.00
	Phone/Fax				$0.00
	Delivery	20	@	$20.00	$400.00
	Printing: Blue Line				
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	81/2 X 11 Reproduction				$100.00
	11 X 17 Reproduction				$0.00
	Mounting Boards for Presentations				$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$1,700.00
	Labor Subtotal A. =				$203,266.00
	Fee (10.0%):				$20,326.60
	Subconsultant Subtotal B. =				$171,703.00
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$1,700.00
	Fee (0.0%):				$0.00
	TOTAL =				**$396,995.60**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 159.5% plus fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Attachment B-1
Quincy Engineering
Panoche Road over Tres Pinos Creek

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	**159.5%**

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	10-15%
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.

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-1 1. 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-1 5. 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 contact, 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. Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COUNTY 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.

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

[X] 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.