

## 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 June 19, 2012.

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

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 14, 2016

#### 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, 2018, to a new expiration date of June 30, 2019.

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

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

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

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

#### Modified or New Scope of Services:

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

#### New Scope of Services:

(Insert new services.)

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

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

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

☐ The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

**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.

☐ 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.)

- ☒ 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

5/14/18

\_\_\_\_\_  
Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_  
Anthony Botelho, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

June 4, 2018

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 2**

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**ORIGINAL  
CONTRACT**

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

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## 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 June 19, 2012.

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

- ☒ The initial contract previously has not been amended.  
☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

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

### 2. Purpose of this Amendment.

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

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

- ☐ The term of the original contract is not modified.  
☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2016, to a new expiration date of June 30, 2018.

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

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

#### Modified or New Scope of Services:

(Insert modified or new services.)

Tasks 6.3.1 and 9 set forth in Attachment A (Scope of Work) to the original contract (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment, Task 6.3.1 and 9 specified in Attachment A to Exhibit 1 remain in full force and effect. Task 6.3.6 is a new added task as specified below.

**LIMEKILN ROAD BRIDGE OVER PESCADERO CREEK – Br.  
No. 43C-0054**

**Task 6.3.1**

**Biological Resources – Added environmental field surveys outside of the approved environmental study area. This work is to avoid acquiring a CDFW incidental take permit (ITP) and permit fees requested for California Tiger Salamander (CTS), which were estimated to cost more than simply performing the field work by subcontractor LSA Associates, Inc.**

**Task 6.3.6**

**Environmental Technical Reports – Added coordination for an Initial Site Assessment (ISA Phase 1) by Parikh Consultants. The ISA study will be prepared to identify potential hazardous waste sites and evaluate environmental factors that may have impacted the soil groundwater quality within the project limits. The study 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.**

**Task 9**

**Design – Additional utility coordination to include field location services (potholing) for AT&T underground fiber optic lines on the north side of the roadway. This work includes adding the subcontractor Subtronic Corporation to perform the field work.**

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

**New Scope of Services:**

(Insert new services.)

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

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

**Modified or New Payment Terms:**

(Insert modified or new payment terms.)

**Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount of \$30,200.00 for the additional and new scope of services outlined above. Accordingly, Paragraph B-3 is hereby revised to read as follows:**

### B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☒ a total sum not to exceed \$386,316.93,  
for services rendered pursuant to the terms and conditions  
of the original contract (Exhibit 1) in the amount of  
\$356,116.93 and this amendment #1 in the amount not to  
exceed \$30,200.00, for a total contract value of  
\$386,316.93 and pursuant to any special compensation  
terms specified in paragraph B-4.

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.  
☒ The following specific terms of compensation shall apply:

The additional compensation for payment of additional services provided under additional Tasks 6.3.1 and 9, and the new Task 6.3.6, are comprised of the following amounts, at the applicable hourly rates set forth in Attachment B-1 to the original contract (Exhibit 1):

Task 6.3.1	\$ 1,550.00
Task 6.3.6	\$ 8,650.00
Task 9	\$20,000.00

#### Summary

The additional scope correlates to a budget increase not to exceed \$30,200.00

Except as expressly modified in this amendment, all other provisions of Attachment B to the original contract (Exhibit 1) shall remain in full force 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.)**

- ☒ 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:**

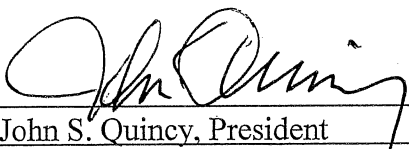
(Insert other modified or new terms.)

**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.



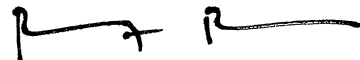
**CONTRACTOR**

  
Name/Title: John S. Quincy, President

5/31/16  
Date

**COUNTY**

San Benito County Board of Supervisors

  
Robert Rivas, Chair

6/14/16  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
By: Shirley L. Murphy, Deputy County Counsel

June 1, 2016  
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.)

## C O N T R A C T

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

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Steve Wiltry

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: Steve Mellon

Title: Principal

Address: 3247 Ramos Circle

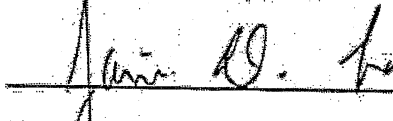
Sacramento, CA 95827

Telephone No.: 916.368-9181

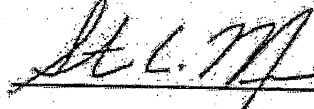
Fax No.: 916.368-1308

**SIGNATURES**

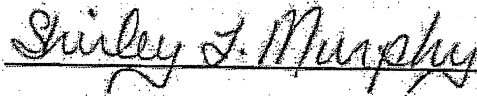
APPROVED BY COUNTY:

  
Name: Jaime De La Cruz  
Board of Supervisors, Chair  
Date: 6/9/12

APPROVED BY CONTRACTOR:

  
Name: Steven L. Mellon  
Title: VP  
Date: 6/13/12

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

  
By: Shirley L. Murphy, Deputy County Counsel  
Date: June 13, 2012

## ATTACHMENT A

### Project Description

#### **Limekiln Road Bridge over Pescadero Creek - Br. No. 43C-0054**

It is the County's desire to construct a new two-lane bridge to replace the existing 1980 single-span timber (slab) stringer bridge on *Limekiln Road at Pescadero Creek*.

Since closing this dead end road is not an option, the County intends to maintain traffic through the construction site. A temporary detour around the new bridge construction will be required and appears to be technically feasible for this project. Given the low traffic volume, it is possible only a one-lane traffic controlled type of detour is all that is required, otherwise a two-lane detour will be considered. The detour length is expected to be up to 250' long beyond each end of the existing bridge and consist of gravel.

The roadway alignment within 100 to 200 feet beyond each end of the bridge may require profile adjustment to accommodate hydraulic freeboard over the creek. At least two proposed bridge types and two traffic staging alignment options are expected to be considered during the preliminary engineering phase of the project to determine the most economical and effective bridge replacement alternative. The new roadway alignment is expected to match the existing straight alignment as closely as possible.

The new bridge will be approximately 25 to 35 feet long. The preferred bridge type is expected to be a single span cast-in-place (CIP) reinforced concrete slab. The new bridge will have a 32 foot clear width made up of two 12 foot lanes and 4 foot shoulders. Caltrans Type 732 concrete bridge railing is expected to be used. The bridge rails are attached directly to the bridge deck, and result in a total bridge deck width of up to approximately 35 feet.

The consultant's approach for the Limekiln Road Bridge Replacement Project (Br. No. 43C-0054) is described in the following "Scope of Work" section.

## SCOPE OF WORK

### PRELIMINARY DESIGN PHASE

#### **TASK 1:**

##### **Field Review/Kickoff Meeting and Project Management Kick-off Meeting:**

For a successful project, it is very important for key personnel from San Benito County (County) and the Consultants team to thoroughly discuss the project background, scope, concepts, schedule, and management, and gather all existing information about the project that has not been previously obtained.

As part of this task, Consultants will attend a field review/kick-off meeting to bring the County, the Consultant team, and all interested parties together to form a cooperative effort toward timely completion of this project.

The Consultant will prepare the project's environmental documents and obtain the necessary permits from the various affected agencies (State Department of Fish and Game, U.S. Army Corps of Engineers, State

Department of Water Resources, and California Regional Water Quality Control Board). From our past experience, it is important that all affected agencies are brought on board *early* in this phase and are kept well informed as project development proceeds.

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

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

Project Management: Communication is the key to a successful project. Consultant shall be "hands on" from a coordination point of view and is a continuous activity from the scoping/negotiations phase through the final design.

Project Meetings: Consultant will work with the County to schedule, prepare agenda items, prepare engineering visual displays, attend, and compile project meeting minutes for distribution. Consultant anticipates up to three meetings to discuss the project status and to review work in progress. The meetings are expected to include the 35%, 65%, and 95% PS&E completion stage. No public meetings are anticipated for this project.

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

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

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

**Product: Final Scope/Schedule**

**Field Review/Kickoff Meeting**

**Existing Information Review**

**Project Progress Reports**

**Progress Meetings (Total 3)**

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## **TASK 2:**

### **Topographic Survey, Stream Cross-Sections, Preliminary Right-of-Way Topographic Survey:**

The Consultant will 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, Consultant will prepare the required base maps in an electronic data format to be used during design. The base maps will include a digital terrain model (DTM) providing all required contours and topographic features. The DTM can be generated using both aerial mapping and field topographic information. Aerial mapping supplemented with field topographic data is recommended on this project.

Consultant will perform this work using English units. The aerial photography will be obtained from Towill, Inc. as required. The California Coordinate System will not be used for this project unless there is a nearby benchmark referenced to this coordinate system.

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

Preliminary Right-of-Way: Existing right-of-way and adjoining property line information will be obtained from the County and shown on the project base map by the Consultant. Consultant has assumed that some permanent new right-of-way and also a temporary construction easement will be needed for this project, and that the surrounding property is held by a single owner.

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 & Utility Information

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## **TASK 3:**

### **Location Hydraulic Report & Hydraulic Design Report**

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

- 1) A brief description of the hydrology;
- 2) Description of the type of traffic using the route;
- 3) Comments on constraints that influence selection of available alternatives;

- 4) Location of property at risk;
- 5) Estimate of potential damage to property at risk; and
- 6) Discussion of the environmental impacts.

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

Consultant will conduct a site visit and initial meeting to discuss bridge design considerations and identify high water marks, if possible, potential hydraulic constraints to bridge configuration, and potential property at risk of flooding. Consultant will provide assistance in locating cross-sections and other survey requirements for hydraulic modeling purposes. Photographs will be taken at the bridge site and data available from the County of San Benito (i.e., traffic, state bridge reports and field review forms, historic photographs, etc.) will be collected during the initial meeting with the County and the Project Consultant.

Consultant will identify the appropriate design flood (usually the most probable 50-year flood), base flood (most probable 100-year), flood of record (if possible) and the overtopping flood. It should be noted that Caltrans has de-emphasized the use of the greatest flood of record in establishing the design flood for both bridges and culverts. However, the greatest flood of record should still be evaluated. As required by FHWA and Caltrans, these floods will be identified using two or more methods including regional methodology (comparison with flood hydrology of representative gaged basins in the region), local hydrologic procedures and/or regional regression (Magnitude and Frequency of Floods in California, USGS, 1977). Previously prepared hydrologic analysis will be reviewed and considered as appropriate. A flood frequency curve at the bridge will be prepared.

Consultant will then set up an existing condition backwater model at the bridge and calibrate to known high water marks if available. Consultant will also prepare existing condition stage discharge curves and flood profiles at the bridges. The Corps of Engineer's HEC-RAS backwater computer model steady state flow mode will be used for this analysis. In some cases, the unsteady flow mode will be used since it can handle overbank storage, off-channel storage, split flows, spillways, bridges and reservoirs better. Consultant will 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.

Next, Consultant will set up a backwater model for the proposed bridge configuration. Consultant will identify the appropriate design floods and determine the water surface profiles of the Design Flood, Base Flood (most probable 100-year flood), and other floods of significance. Consultant will also determine the appropriate soffit elevations, the conveyance capacities, and the effects, if any, of the proposed bridge configurations on the risk of flood damage to structures. Figures showing flood profiles and stage discharge curves will be prepared as appropriate. The hydraulic characteristics necessary for estimating potential scour will be calculated.

The Consultant will determine additional potential abutment, contraction, and pier scour (if applicable) as a result of the new bridge. Potential bridge scour will be estimated using the procedures described in the FHWA HEC-18 Manual. 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. If needed, Consultant will recommend scour countermeasures following the guidelines described in FHWA HEC-18 and HEC-23 Manuals.

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

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#### **TASK 4:**

##### **Preliminary Geotechnical Investigations**

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

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

Product: Preliminary Foundation Memo

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#### **TASK 5:**

##### **Preliminary Roadway Plans/Bridge Advance Planning Studies (APS) Preliminary Roadway Plans:**

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

Advanced Planning Studies (APS): The appropriate bridge structure type will be dictated by public safety, environmental and hydraulic concerns, right-of-way, and economics. Depending on the final site information, geotechnical report, hydraulics report and the preliminary environmental findings, the Consultant will pursue up to three bridge alternatives in the Advance Planning Study (APS) stage of the project. Different foundation types (i.e., CIDH piles, conventional driven piles with footings, etc.) will

also be evaluated at this time. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County's review and approval. The APS will include:

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

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

Utility Coordination: The Consultant will provide communication and coordination with the utility companies during the preliminary and final design process. Consultant will coordinate the relocation and protection of the existing utilities for the project based on information obtained from the various affected utilities. Consultant typically also provides adequate openings for the relatively small 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

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#### **TASK 6:**

##### **APE Map & Environmental Documents / Studies**

Consultant anticipates 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: Use of local, State, and federal funds are anticipated to construct this project; therefore, it will be necessary to comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Based on the fact that funding for the project is from the HBP, Caltrans will act as the responsible federal agency on the project. 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 on Consultant'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**

Consultant will 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 (Consultant's Project Manager & Key Staff)

**Task 6.2:**

**Environmental Project Management & Meetings**

This task includes project management for a project schedule of up to 2 years from the Notice to Proceed. If the project schedule exceeds 2 years, the scope and budget may need to be modified accordingly. Consultant will 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 (four additional meetings – Consultant Project Manager)  
Project Management for Environmental Analysis & Permitting Tasks

**Task 6.3:**

**Environmental Technical Reports**

In accordance with Caltrans and Federal Highway Administration (FHWA) current procedures and guidelines, Consultant will prepare the required technical reports for the project in support of the CE and MND. The technical reports will be reviewed first by the Project Consultant and then by Caltrans. Submittals to the Project Consultant will be made in electronic (i.e., PDF and/or Word) format; submittals to Caltrans will be hard copies. 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 anticipated level of effort to respond to comments during the Project Consultant and Caltrans review process will vary and is noted for each technical report (see below).

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 needed from the County and/or Consultant:

- 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

Consultant requests 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 Geo databases. 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**

Consultant will 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), California tiger salamander (CTS), anadromous fish (SCCC steelhead), Pacific pond turtle, special status plants, and jurisdictional waters.

Field Surveys. The following field surveys are proposed.

- *General Field Survey.* Consultant will 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, Consultant will also inspect the existing bridge for presence of bats or suitable roosting habitat for bats, and swallows or other nesting birds.
- *Jurisdictional Delineation.* Consultant will 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.* Consultant will 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/CTS Site Assessment.* Since the project is located within the range of CRLF and CTS, and potential habitat for these species occurs in the project area, Consultant will conduct a combined site assessment for CRLF and CTS. Consultant will review lands in the vicinity of the project site to determine the suitability of the habitat for these species. Data will be collected using a combination of field investigation and review of aerial photographs.

Documentation. Consultant will conduct the following reports to document biological resources in the project area and evaluate potential project effects to biological resources.

- *Natural Environment Study (NES).* The results of the field surveys will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance (currently August 2009). The NES will 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/CTS habitat assessment will also be summarized in the NES. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.

- *CRLF/CTS Site Assessment.* Consultant will 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 and the Interim Guidance on Site Assessment and Field Surveys for Determining Presence or a Negative Finding of the California Tiger Salamander, dated October 2003. The site assessment is used by the USFWS and CDFG 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 and CDFG will review the site assessment and determine if suitable habitat is present for CRLF and CTS. Consultant expects the site assessment will indicate that suitable habitat for both species occurs on the project site or in the vicinity.
- *Biological Assessment (BA).* Consultant will prepare a BA in accordance with the most recent Caltrans guidance (currently June 2011) 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 and CTS could be performed in an effort to demonstrate these species do not occur on or near the project site and, therefore, would not be affected by the project. However, both of these species are well documented in the immediate vicinity of the project site so it is likely surveys would result in positive findings. In addition, the survey protocols for CRLF and CTS are quite rigorous, and 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.

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

SCCC steelhead, a federally threatened species, is known to occur in Pescadero Creek and may be affected by the project. However, the subject crossing is quite far up on the creek, and it appears that the affected reach of the creek may not support sufficient flows in most years to support SCCC steelhead. Still, unless NMFS determines that SCCC steelhead are not likely to occur in Pescadero Creek in the vicinity of the project site, the most practical approach would be to presume presence and initiate Section 7 consultation with NMFS.

Consultant has budgeted 20 hours for responding to comments generated during the NES and BA review process, and 5 hours for responding to comments during CRLF/CTS site assessment review.

Product:      Draft NES, CRLF/CTS Site Assessment & BA for Review by the Project Consultant  
                 Revised Draft NES, CRLF/CTS Site Assessment & BA for Caltrans Review  
                 One Subsequent Revised NES, CRLF/CTS Site Assessment & BA per Caltrans' Second Review  
                 Final NES, CRLF/CTS Site Assessment & BA for Caltrans & the Project Consultant

#### Task 6.3.2

##### Cultural Resources

Consultant will 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 will be prepared 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.

#### Research & Field Investigation

- A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review, as necessary, of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and Consultant will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of 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, 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 county listings will be reviewed.

Background research, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and Consultant will also be done. The records search and background research will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

Consultant will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the Study Area contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

Consultant will contact the San Benito County Historical Society for any information or concerns they may have about the APE.

Consultant will conduct archaeological field surveys of the APE.

#### Documentation

Consultant will prepare an Area of Potential Effects (APE) map to Caltrans standards.

Consultant will perform an initial evaluation of any cultural resources that are identified in the APE during either the records search or the field investigation. It should be noted that there is no way to predict if cultural resources occur in the APE, and, if so, the extent of the effort that would be required to address (e.g., evaluate, document) these resources. Consequently, in order to have budget to perform at least an initial evaluation (if necessary), Consultant has included 8 hours for this task. If more than 8 hours is required to address the resources, additional budget will be required.

Consultant will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

Consultanthas budgeted 8 hours for responding to comments generated during review of the HPSR/ASR.

Product: APE Map for Review by the Project Consultant  
APE Map for Caltrans Review & Approval  
Draft HPSR/ASR for Review by the Project Consultant  
Revised Draft HPSR /ASR for Caltrans Review  
One Subsequent Revised HPSR /ASR per Caltrans' Second Review  
Final HPSR /ASR for Caltrans & the Project Consultant

#### Task 6.3.3

##### Farmland Impact Assessment Memo

According to the 2011 San Benito County Important Farmland Map prepared by the California Department of Conservation Farmland Mapping and Monitoring Program, lands surrounding the project site include Grazing Land and Prime Farmland. Consultant will prepare a Farmland Impact Assessment Memorandum which will include completion of the Soil Conservation Service Form AD-1006. This includes the preparation of the "Justification for Site Assessment Rating" to compare the project impacts to twelve site assessment criteria. Coordination with the Natural Resources Conservation Service is not expected to be required due to the fact that no Prime, Important, or Unique Farmland exists in the project area.

Consultanthas budgeted 4 hours for responding to comments generated during review of the Farmland Impact Assessment Memorandum.

Product: Draft Farmland Impact Assessment Memo for Review by the Project Consultant  
Revised Draft Farmland Impact Assessment Memo for Caltrans Review  
Second Revised Draft Farmland Impact Assessment Memo for Caltrans Review  
Final Farmland Impact Assessment Memo for Caltrans & the Project Consultant

#### Task 6.3.4

##### Noise Study Technical Memo

23 CFR 772 provides procedures for preparing operational and construction noise studies and evaluating noise abatement considered for federal and federal-aid highway projects. Under 23 CFR 772.7, projects are categorized as Type I, Type II, or Type III projects. The Federal Highway Administration (FHWA) defines a Type I project as a proposed federal or federal-aid highway project for the construction of a highway on a new location, or the physical alteration of an existing highway that significantly changes either the horizontal or vertical alignment, or increases the number of through-traffic lanes. A Type II project is a noise barrier retrofit project that involves no changes to highway capacity or alignment. A Type III project is a project that does not meet the classifications of a Type I or Type II project. Type III projects do not require a highway traffic noise impact analysis. Because the project would meet the criteria for 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), then Consultant would prepare a memorandum outlining the exemption of the project from a detailed highway traffic noise impact analysis. In addition, this 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 the Noise Ordinance specifications of the County.

Consultant has budgeted 4 hours for responding to comments generated during review of the Noise Study Technical Memo.

Product: Draft Noise Study Memo for Review by the Project Consultant  
Revised Draft Noise Study Memo for Caltrans Review  
Second Revised Draft Noise Study Memo for Caltrans Review  
Final Noise Study Memo for Caltrans & the Project Consultant

#### **Task 6.3.5**

##### **Visual Resources Technical Memo**

A Visual Resources Technical Memorandum will be prepared to evaluate the aesthetic compatibility of the proposed project with the surrounding area. The memorandum will consider the consistency of the project with the applicable San Benito County General Plan visual resources policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The memo will describe the existing setting, identify important visual resources, and identify potential project visual impacts. The analysis will include ground-level photographs from several viewpoints near the project site. Actual visual simulations have not been included in this scope of work. Visual conditions and project impacts will be discussed qualitatively. Based on the existing bridge presence, it is anticipated that impacts to visual resources would be minimal. If required, measures to avoid, minimize, or mitigate adverse project visual impacts or to provide consistency with the General Plan will be identified. Following final approval of this memorandum by Caltrans, the analysis and findings will be incorporated into the Draft Environmental Document.

Consultant has budgeted 2 hours for responding to comments generated during review of the visual resources memorandum.

Product: Draft Visual Resources Technical Memo for Review by the Project Consultant  
Revised Draft Visual Resources Technical Memo for Caltrans Review  
Second Revised Draft Visual Resources Technical Memo for Caltrans Review  
Final Visual Resources Technical Memo for Caltrans & the Project Consultant

#### **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. Since this project is a Local Assistance Project, the County will be the lead CEQA agency, not Caltrans. This presumes that all impacts can be mitigated to levels below significance and that public controversy will not elevate the environmental review to a higher level of analysis. Should a different level of CEQA document be determined appropriate for the project, an adjustment to the scope and budget may be necessary.

#### **Task 6.4.1**

##### **Administrative Draft IS/MND**

Following County and Caltrans approval of the technical reports, Consultant will 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 by Consultant and other project Consultant members will 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 Consultant (5 print copies & one electronic PDF file)

#### Task 6.4.2

##### Preliminary Draft IS/MND

Following review by the Project Consultant, Consultant will 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).

Consultant's Project Manager will be available to meet and/or conference with the Consultant and the County to discuss comments on the Administrative Draft IS/MND if desired. Consultant has budgeted 32 hours to respond to comments on the Administrative Draft IS/MND.

Product: Preliminary Draft IS/MND for Review by the Project Consultant (5 print copies & 1 electronic PDF file)

#### Task 6.4.3

##### Public Review Draft MND

Consultant will respond to Consultant and 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. Consultant has budgeted 8 hours to respond to comments on the Preliminary Draft IS/MND.

Once the Draft IS/MND is approved for public review, Consultant will distribute up to 30 copies (15 hard copies and 15 CDs) of the document to a distribution list for the project developed by Consultant with County input. Consultant will provide PDF files to the County for posting on the County's website if needed. Consultant will 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, Consultant will 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, Consultant's Project Manager will participate in one community presentation meeting coordinated by County staff.

Product: Public Review Draft MND for State Clearinghouse (30 print copies & 15 CDs with PDF files)

#### 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 Consultant may also need to prepare some response to comments. Consultant will 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. Consultant's Project Manager will be able to attend a Consultant 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. Consultant anticipates 20 staff hours to prepare response to comments.

Product: Revised MND Draft Responses to Comments (5 print copies and 1 set of electronic PDF files)  
Consultant Meeting to Review Comments

#### **Task 6.4.5**

##### **Final MND**

Consultant will 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, Consultant will 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 to be submitted to the County Clerk with the NOD.

Product: Final MND(30 print copies & 15 CDs with PDF files)  
Notice of Determination

#### **Task 6.4.6**

##### **Mitigation Monitoring & Reporting Plan**

Consultant will 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 Consultant  
Final MND (30 print copies & 15 CDs with PDF files)

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#### **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	Preliminary alignment drawings
Geometric Approval Drawings	Bridge APS drawings
Draft Design Hydraulic Study	APS discussion and evaluation
Preliminary Geotechnical Report	Summary of environmental studies
Preliminary right-of-way information	Construction cost estimate for each alternative
Utility relocation/protection information	Schedule to complete final design
Preliminary construction staging and detour requirements	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 & Final Project Report

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#### **FINAL DESIGN PHASE**

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

##### **TASK 8: Geotechnical Investigations**

**Field Exploration:** Because of high costs associated with performing field borings, they will be planned in a judicious manner at locations that make the most sense. The proposed exploration program is based

upon two borings up to 70 feet in depth, one at each proposed abutment area. The boring locations will depend upon the available access and traffic control limitations. Consultant anticipates using a truck mounted rotary wash drill rig for our work. Traffic control efforts are not expected to be needed and have not been included in this scope since the roadway has a very low ADT and drill locations are easily visible. Simple cones and warning signs are expected to suffice.

Consultant is familiar with the general geologic conditions and has worked on many other bridges in San Benito County. A site specific foundation study will be done for this bridge project. Services include site review, drilling and sampling of test borings, laboratory testing, the "Log of Test Borings" drawing, evaluation, analysis, and a written report. Subsurface exploration to adequately define earth materials and foundation conditions at this site will require drilled, logged, and fully sampled test borings. The location, number, and depth of the test borings will be re-evaluated after preliminary planning with particular consideration of the design scour elevations and proposed foundation loading. Approach roadway sub-grade and pavement structural section requirements will include sampled test borings at each approach.

Typically, borings for shorter bridges can be done outside of the existing creek channel to avoid obtaining Fish & Game or other permits. USA will be contacted for location of buried utilities before starting the field exploration. Consultant expects to re-circulate and contain all drill fluid and to dispose of excess drill fluid/soil cuttings outside of the active channel.

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

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 utilizing Caltrans "Standards".

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

Product: Draft & Final Foundation Reports

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#### **TASK 9: Design**

Bridge Design: Final bridge design will be performed in accordance with Caltrans Bridge Design Specifications and other Caltrans Design Manuals. Design will be based on the "Load Resistance Factor Design" method, with HL-93 and Caltrans permit truck design live loads. Seismic design will be performed in accordance with the Bridge Design Specifications (Section 3.21) and Caltrans Seismic Design Criteria V1.6 (November 2010).

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: Stage construction or temporary detour plan sheets will be needed since the existing bridge is to remain open to traffic.

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

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

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

#### Regional Water Quality Control Board -- NPDES General Construction Permit

Since the project impact area exceeds one acre, the Consultant will 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 a plan sheet showing the locations of standard BMP's that are typically used for bridge replacement projects. The conceptual SWPPP can be provided to the contractor as an informational handout, however, it is expected that the Contractor will be responsible for developing and for getting approval of their own site specific SWPPP under the permit requirements.

It is assumed the County will approve the permit application as the "Legally Responsible Person" and pay the permit fees.

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

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#### **TASK 10: Detailing**

The plan sheets will be prepared in MicroStation according to the County and Consultant drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Typically, the plans, specifications, and estimate (PS&E) will contain the following plan sheets for a 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	Storm Water Pollution Prevention Plan (SWPPP)
Typical Cross-Sections	Bridge General Plan
Layout Sheet	Deck Contour Plan
Profile and Superelevation Sheet	Foundation Plan
Drainage Details	Abutment Layouts (2)
Construction Signs and Traffic Handling Plan Sheet	Abutment Details
Temporary Traffic Detour (2)	Bridge Typical Section
Summary of Quantities Sheet	Slab Details
Construction Details (2)	Bridge Railing Details
Pavement Delineation and Sign Plans	Approach Slab Details
Revegetation Plan	Log of Test Borings Sheets

*(Total of 25 sheets anticipated)*

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#### **TASK 11:**

##### **Submittal of 65% Plans (Unchecked Details)**

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

Product: 65% Plans

#### **TASK 12:**

##### **Independent Design Check**

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked bridge plans and 65% roadway plans by engineers that have not been

intimately involved in the design. This is a big part of the Consultant's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

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#### **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. Consultant will provide two hard copies and a disc copy of the specifications for the County's initial and final reviews. Consultant assumes that the County will combine the technical specifications with their boilerplate specifications and prepare the final bid packages for advertising.

Product: Technical Specifications (2 copies)

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#### **TASK 14:**

##### **Construction Quantities & Estimate**

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

Product: Roadway & Structure Quantities (2 copies)

Project Construction Cost Estimate (2 copies)

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#### **TASK 15:**

##### **Quality Control & Constructibility Review**

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

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

Product: QA/QC Checklist

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#### **TASK 16:**

##### **Submittal of 95% PS&E**

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

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

11x17 plans -- 1 set

Quantity Calculations & Estimate -- 2 copies

Edited Technical Specifications – 2 copies

Design Calculations – 1 copy

Design Check Calculations – 1 copy

---

**TASK 17:**

**Submittal of Final (100%) PS&E**

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

Product: Final Project PS&E Package

“Conceptual” SWPPP

---

**TASK 18:**

**Right-of-Way Engineering**

After the County has approved the project geometrics, the Consultant will determine the right-of-way requirements, including property acquisitions and easements, and depict the proposed right-of-way on the base sheets. Additional supplemental surveying will be provided by the Consultant to describe the anticipated right-of-way and temporary construction easements (TCE) as needed. The Consultant will 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 Needs

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**TASK 19:**

**Right-of-Way Appraisal & Acquisition (Provided by County)**

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

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**TASK 20:**

**Obtain Regulatory Agency Permits**

The proposed project may affect wetlands or other jurisdictional waters in Pescadero Creek that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFG. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below.

Consultant has budgeted 10 hours for responses to agency comments on the applications.

**Task 20.1**

**Section 404, Nationwide Permit Authorization**

The proposed project may result in discharge of material into waters of the U.S. in Pescadero Creek. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). Consultant will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). Consultant will also submit a Preliminary Jurisdictional Delineation and request concurrence by the ACOE.

Product: Nationwide Permit Preconstruction Notification for Review by the Project Consultant  
Final Permit Application Package for Submittal to ACOE & the Project Consultant

#### **Task 20.2**

##### **Section 401, Water Quality Certification**

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. Consultant will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

Product: Water Quality Certification Application Package for Review by the Project Consultant  
Final Permit Application Package for Submittal to RWQCB & the Project Consultant

#### **Task 20.3**

##### **Lake or Streambed Alteration Agreement**

The proposed project may require notification of proposed streambed alteration to the CDFG if the project will have an effect on waters in Pescadero Creek. Consultant will prepare an application package for submittal to CDFG. A processing fee must be included with the submittal (to be provided by the County, amount to be determined).

Product: Streambed Alteration Agreement Application Package for Review by the Project Consultant  
Final Permit Application Package for Submittal to CDFG & the Project Consultant

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### **TASK 21:**

#### **Bidding Assistance**

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

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



include appropriate recommendations and documentation of the Consultant's activities.

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

**Construction Engineering Services are not included in this scope of work. A separate scope of work for construction support services will be prepared when construction is imminent.**

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#### **TASK 23:**

##### **Prepare Record Drawings**

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

Product: Record Drawings

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

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

LOCAL AGENCY: County of San Benito

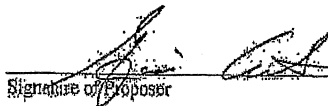
LOCATION: Near Hollister, California

PROJECT DESCRIPTION: Lincoln Road Bridge Replacement/Br. No. 45C0065/Federal Project No. BRLO-5943(063)

PROPOSAL DATE: May 25, 2011

PROPOSER'S NAME: Quincy Engineering, Inc.

CONTRACT UDBE GOAL (%): 4%

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
Task 3	Hydraulics Services, Reports	BART #30066	HYREGO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	4.21%
Tasks 4 & 8	Geotechnical Services, Reports	Santa Clara VTA #20259	Parlick Consultants, Inc. 2360 Quince Drive, Suite A San Jose, CA 05131 (408) 452-9000	10.0%
<b>For Local Agency to Complete:</b>  Local Agency Proposal Number:  Federal Aid Project Number:  Federal Share:  Proposal Date:  Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate unless noted otherwise.			Total Claimed UDBE Commitment	<u>14.21%</u>
Print Name _____ Local Agency Representative			 Signature of Proposer	Date <u>May 30, 2011</u> (916) 368-9181 (Area Code) Tel. No.
Signature _____ Date _____			Mario Quest, P.E., Project Manager Person to Contact (Please Type or Print)	
(Area Code) Telephone Number _____			Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)	

Distribution: (1) Original - Local agency files

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

<b>NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM</b>				
LOCAL AGENCY: <u>County of San Benito</u>		LOCATION: <u>Near Hollister, California</u>		
PROJECT DESCRIPTION: <u>Limekiln Road Bridge Replacement/Br. No. 43C0065/Federal Project No. BRLO-5943(063)</u>				
TOTAL CONTRACT AMOUNT (\$): <u>\$356,116.93</u>				
PROPOSER'S NAME: <u>Onley Engineering, Inc.</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (If contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
Task 3	Hydraulics Services, Reports	BART #30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	4.21%
Tasks 4 & 8	Geotechnical Services, Reports	Santa Clara VTA #20289	Parikh Consultants, Inc. 2360 Cume Drive, Suite A San Jose, CA 95131 (408) 432-9000	10.0%
<b>For Local Agency to Complete:</b>  Local Agency Contract Number:  Federal Aid Project Number:  Federal Share:  Contract Award:  Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.  Print Name _____ Signature _____ Date _____ Local Agency Representative (Area Code) Telephone Number: _____			Total Claimed DBE Participation  <b>\$50,627.80</b>  <b>14.21%</b>	
<b>For Caltrans Review:</b>  Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer			Signature of Proposer _____  May 30, 2011 (916) 368-9181 Date (Area Code) Tel. No.  Mario Quest, P.E., Project Manager Person to Contact (Please Type or Print)  Local Agency Proposer DBE Information (Consultant Contracts) (Rev. 6/27/05)	

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

[Back To Query Form](#)**Search Returned 1 Records**

Wed May 30 10:03:44 PDT 2012

**Query Criteria**

Firm/DBA Name: Parikh Consultants

Firm Type: DBE

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Firm ID	20258
Firm/DBA Name	PARIKH CONSULTANTS, INC.
Address Line1	2380 QUME DRIVE STE A
Address Line2	
City	SAN JOSE
State	CA
Zip Code1	95131
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	gparikh@parikhnae.com
Contact Name	null MR. GARY PARIKH
Area Code	{ 408 }
Phone Number	408-9000
Fax Area Code	{ 408 }
Fax Phone Number	408-9004
Agency Name	SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)
Counties	00;
Districts	00;
DBE NAICS	541330; 541390; 541380;

ACDBE NAICS

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Work Codes	08707 FEASIBILITY STUDIES; 08720 CIVIL ENGINEERING; 08730 SAFETY STUDIES; 08761 GEOPHYSICS;
Licenses	08780 Engineering - Geotechnical; 18734 LABORATORY TESTING AND ANALYSIS;
Trucks	EQ Civil Engineer; EG Geophysical Engineer;
Gender	M
Ethnicity	ASIAN/PACIFIC
Firm Type	DBE

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[Back To Query Form](#)

[Back To Query Form](#)

**Search Returned 1 Records**

Wed May 30 10:04:31 PDT 2012

**Query Criteria**

Firm/DBA Name: WRECO

Firm Type: DBE

Firm ID	30068
Firm/DBA Name	WRECO
Address Line1	1243 ALPINE ROAD SUITE 108
Address Line2	
City	WALNUT CREEK
State	CA
Zip Code1	94598
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	info@wreco.com
Contact Name	HAN-BIN LANG
Area Code	( 925 )
Phone Number	941-0017
Fax Area Code	( 925 )
Fax Phone Number	941-0018
Agency Name	BAY AREA RAPID TRANSIT DISTRICT (BART)
Counties	00
Districts	00
DBE NAICS	541330; 541340; 541490; 541512; 541519; 541616; 541690;

**ACDBE NAICS**

**Work Codes:**

A0780 LANDSCAPE & HORTICULTURAL SERVICES; C0612 SAFETY; C6700 CONSULTANT, NON ENGINEERING;  
 C8701 BUSINESS ADMINISTRATION; C8702 MANAGEMENT INFORMATION SYSTEMS; C8703 TRAFFIC  
 ENGINEER; C8704 ARCHITECTURAL; C8705 DESIGN; C8706 DESIGN BRIDGES; C8707 FEASIBILITY STUDIES;  
 C8710 ENGINEERING; C8716 ARCHITECTURAL ENGINEER; C8720 CIVIL ENGINEERING; C8722 ENVIRONMENTAL  
 ENGINEER; C8730 SAFETY STUDIES; C8742 MECHANICAL ENGINEERS; C8765 DRAFTING; I7373 INTEGRATED  
 SYSTEMS & CAD/CAM SYSTEMS; I8740 MANAGEMENT & PUBLIC RELATIONS; I8990 SERVICES, NEG;

**Licenses**

Trusts

Gender

Ethnicity

Firm Type

M  
 ASIAN PACIFIC  
 DBE

[Back To Query Form](#)

END OF ATTACHMENT A

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

**B-1. BILLING**

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

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

**B-2. PAYMENT**

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

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or
- ☒ a total sum not to exceed \$ \$356,116.93

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

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

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

**END OF ATTACHMENT B.**

## Quincy Engineering, Inc.

### Year 2012 Hourly Rates

Rates are effective January 1, 2012 through December 31, 2012

Labor by Classification	Hourly Rate
Principal Engineer/ Project Manager	\$50-72
Senior Engineer / Project Engineer	
Resident Engineer	\$37-70
Senior Engineer	\$50-70
Associate Engineer / Bridge Representative	\$33-63
Assistant Engineer*	\$25-45
Engineering Assistant/Technician*	\$15-30
Engineering Detailer/ Draftsman*	\$20-40
Drafting Technician*	\$15-30
Administrative Assistant*	\$15-37
Office Support Staff*	\$10-25
<b>Overhead</b>	<b>173.1%</b>

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	Included in Overhead
Vendor	Cost
Delivery	Cost
Car Mileage	Current Federal Rate (\$.555/mi.)
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
Prevailing Wage Differential**	Cost Plus Payroll Taxes
Misc.	Cost

<b>Fee</b>	
Labor + Overhead	10-12%
Other Direct Costs	0-10%

#### **Notes:**

\*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

\*\*Prevailing Wage Differentials may apply for Construction Inspection Services.

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-11. NONDISCRIMINATION.**

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

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

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

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

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

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

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

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

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

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

☒ There are no additional specific terms and conditions.

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

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

**END OF ATTACHMENT D.**