

C O N T R A C T

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

1. Duration of Contract.
This contract shall commence on February 8, 2011, and end on June 30, 2013, unless sooner terminated as specified herein.

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

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

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

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

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

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

7. Specific Terms and Conditions (check one)
 There are no additional provisions to this contract.
 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.

ATTACHMENT A

**Scope of Services for
Rocks Road Bridge Replacement**

CONTRACTOR shall provide project management services, prepare plans and specifications, Estimates (bid documents) and perform environmental services to obtain environmental clearance and all other necessary permits from regulatory agencies for the replacement of the Rocks Road Bridge No. 43C-0053 at Pinacate Creek crossing as particularly described in more details per following tasks.

Phase I - Preliminary Engineering, NEPA/CEQA Documentation

Task I Project Management

Task I.1 Management

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

Task 1.2 Meetings

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

Task.3 Quality Assurance/ Quality Control

Throughout the project, Contractor shall ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan. This includes implementing our standardized process flow charts for HBP projects, developing a project work plan manual, and conducting peer reviews and an independent bridge design check.

Task.4 Project Schedule

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

- Replacing or setting monuments for property corners
- Construction Staking
- Easement or Right-of-Way Staking

Task 4.2 Right-of-Way Survey and Constraints Map

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

Deliverables:

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

Task 5 Hydrologic and Hydraulic Analysis

The first task to be performed by Contractor's hydraulic engineers will be to coordinate with San Benito County to obtain any hydrologic or hydraulic studies or data related to the Pinacate Rock Creek. For this task analysis, it is assumed that design flows will be determined from regional flood-section of Pinacate Rock Creek. Peak design flows will be determined from regional flood-frequency equations established by San Benito County or the State of California.

Task 5.1 Establish Existing Conditions

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

Task 5.2 Analyze Flooding Impacts for Alternative Bridge Types

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

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

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

samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

Task 6.3 Laboratory Testing

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

Task 6.4 Soil Analysis / Evaluation

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

Task 6.5 Prepare Draft Foundation Report

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

Task 6.6 Prepare Final Foundation Report

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

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

Deliverables:

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

Task 7 Environmental Clearance Documents

Contractor shall perform the environmental field surveys and prepare the environmental clearance documents for your project. Contractor shall anticipate the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. Contractor shall assume 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. Contractor shall anticipate the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND) under Article 6, Section 15070. However, the

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

Research/Coordination: Contractor will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base (CNDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, USA biologists will informally coordinate with the California Department of Fish and Game (CDFG) and/or USFWS, as necessary, regarding the potential presence of special status species at the project site.

Field Surveys: The following field surveys will be performed:

- **General Field Survey.** Contractor shall conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, Contractor shall also and inspect the existing bridge for presence of bats or suitable roosting habitat for bats, and swallows or other nesting birds.

- **Jurisdictional Delineation.** Contractor shall conduct a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFG jurisdiction will also be delineated.

- **Plant Surveys.** Contractor shall conduct two focused surveys to determine if special status plants occur on the project site. The surveys will be scheduled to coincide with the normal blooming period of the target species to ensure that any special status plants that may occur on the project site are readily identifiable during the surveys. All plant species observed on the project site will be identified to an appropriate level of taxonomy to determine protection status (if any).

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

- **CRLF/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, Contractor shall conduct a site assessment for these two species. Contractor shall review lands in the vicinity of the project site to determine the suitability of the habitat for CRLF and CTS. Data will be collected using a combination of field investigation and review of aerial photographs.

Documentation: Contractor shall 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

Deliverables:

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

Task 7.3.2 Cultural Resources

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

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

The documents listed above 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.

Area of Potential Effects (APE) Map: Contractor shall prepare an APE map to Caltrans standards. LSA will acquire the information needed to prepare the APE map from Contractor.

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

- **Records Search.** Contractor shall conduct a records search at the Northwest Information Center. The records search and literature review will (1) identify previously recorded cultural resources and previous cultural resource studies within or adjacent to the APE; (2) assess the likelihood of unrecorded cultural resources based on (a) archaeological, ethnographic, and historical information, and (b) the distribution of nearby cultural resources in relation to their environmental settings; and (3) obtain information for the cultural setting portion of the ASR.

Contractor shall review cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historic Interest, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places (National Register), California Register of Historic Resources (California Register), California Historical Landmarks, and California Points of Historic Interest. If available, appropriate city and county listings will be reviewed.

Contractor shall contact the San Benito County Historical Society for any information or concerns they may have about cultural resources in the APE.

Contractor has budgeted 2 hours to respond to comments during the review process.

Deliverables:

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

Task 7.4 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 7.4.1 Administrative Draft IS/MND

Following County and Caltrans approval of the technical reports, Contractor 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 Contractor and other project team members shall 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.

Deliverables:

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

Task 7.4.2 Preliminary Draft IS/MND

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

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

Deliverables:

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

Task 7.4.3 Public Review Draft MND

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

Task 7.4.6 Mitigation Monitoring and Reporting Plan
 Contractor shall prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP will be submitted to the County for review and comment, and the Final MMRP will be provided to the County along with the IS/MND for approval.

Deliverables:

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

Task 8 Preliminary Engineering and Type Selection

Contractor shall plan, design, and coordinate the required preliminary engineering documents needed to scope the extents of the project. This task will include the analysis of two bridge replacement alternatives, the preparation of a Bridge Type Selection Report, the development of preliminary roadway alignment, and the preparation of a 30% plan set and estimate. Portions of the 30% plans will be used as figures in the project environmental clearance documents.

Task 8.1 Bridge Type Selection Report

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

A conceptual roadway alignment that minimizes right of way needs will be developed as part of this effort. Our current thinking on the horizontal alignment is to slightly realign the roadway centerline to the south of the existing centerline which will allow the replacement bridge to be widened to 32 feet (as shown in the HBRRP Application Exhibit 6-A) without impacting Pinacate Rock Creek which parallels Rocks Road in the north west quadrant of the project site. The vertical alignment may also need to be adjusted slightly to accommodate the freeboard and passage of storm flows within the Pinacate Rock Creek channel below the replacement structure. The Highway bridge program requires the replacement bridge structure to pass the storm of record, 50 year storm flow plus 2 feet of freeboard, or the 100 year storm, whichever requires the highest bridge soffit elevation. Contractor shall prepare the road alignment based on the stated design speed of 45 mph.

- Contractor shall analyze three bridge replacement alternatives:
- Single Span Cast-in-Place Concrete Slab Bridge
 - Single Span Precast Concrete Slab Bridge

- Four sets of the preliminary construction cost estimate for the preliminary design

of this task. Detailed earthwork calculations will be performed as well. Drainage systems and construction staging requirements also be developed.

Task 9.1.3 65% Plans, Special Provisions, & Construction Cost Estimate Preparation
Concurrently with the design efforts for your project, Contractor shall prepare the 65% PS&E. This phase will include the development of the bridge and roadway plans, including roadway layout, drainage, signing and striping. These plans will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This task will also include the preparation of Special Provisions to accompany the State of California Standard Specifications. Environmental mitigation requirements, if required, will be incorporated into the development of these documents.

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

Plans for all submittals will include the following:

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

Special Provisions - Contractor shall use the most current version of the Standard Special Provisions available from Caltrans, May 2006, and will revise the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word.

Cost Estimate - Along with the plans and special provisions, a detailed construction cost will be developed. A Marginal Estimate will be prepared as an estimate of probable construction cost for the project. This estimate will be based on quantity take-off calculations performed and checked by the designer and unit cost information for each of the items listed. The unit cost data will be based

Task 9.4 Final PS&E Submittal

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

The final PS&E will include the following items:

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

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

Deliverables:

The final submittal will consist of:

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

Task 10 Right-of-Way Engineering Services

Based on finalized Right-of-Way alignment, Contractor shall prepare right-of-way plats and legal descriptions necessary for temporary construction easements, permanent easements and the acquisition of additional right-of-way. Based on available assessors' maps covering the project site, we have based our fee on providing a maximum of five (5) plats and legal descriptions.

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

Deliverables:

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

Receipt of a Water Quality Certification is required prior to issuance of the Corps Nationwide Permit Authorization. The application package for the Water Quality Certification will include complete permit application, documentation of CEQA compliance, vicinity map, plan view drawings, elevation and cross-section drawings, jurisdictional delineation, photos of the project site, aerial photo, biological report(s), permit applications submitted to the Corps and CDFG, and an application fee. The application fee is determined pursuant to the total amount of impacts to RWQCB jurisdiction. The application fee is not included in this task and will be requested from the County prior to application submittal.

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

Deliverables:

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

Task 11.3 Section 1602, Lake or Streambed Alteration Agreement

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

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

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

Deliverables:

- Streambed Alteration Agreement application package for review by the Project Team.
- Final Permit Application Package for submittal to CDFG and the Project Team.

Attachment B-1
Rocks Road Bridge Replacement

ROCKS CREEK BRIDGE REPLACEMENT - S-COUNTY COUNTY
FEE ESTIMATE

September 16 2010

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	ESTIMATE	DATE	STATUS
1	Professional Fees							
1.1	11 Project Management	Hour	24	\$85.00	\$2,040.00	2010	0	\$2,040.00
1.2	12 Project Management	Hour	24	\$85.00	\$2,040.00	2010	0	\$2,040.00
1.3	13 Quality Assurance / Order Control	Hour	24	\$85.00	\$2,040.00	2010	0	\$2,040.00
1.4	14 Project Schedule	Hour	24	\$85.00	\$2,040.00	2010	0	\$2,040.00
2	Technical Drawings Review							
2.1	21 Review Drawings Review	Hour	48	\$105.00	\$5,040.00	2010	0	\$5,040.00
3	Utility Construction							
3.1	31 Utility Construction	Lineal Foot	2	\$200.00	\$400.00	2010	0	\$400.00
4	Survey and Map Work							
4.1	41 Hydrographic Survey	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
4.2	42 Hydrographic Construction Map	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
5	Hydraulic and Hydrologic Analysis							
5.1	51 Hydraulic Studies Computation	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
5.2	52 Hydraulic Studies Review for Alternative Bridge Type	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
5.3	53 Hydrologic and Hydrologic Analysis Report	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
5.4	54 Construction Plan	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
6	Geotechnical Investigation							
6.1	61 Geotechnical Investigation	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
6.2	62 Foundation Design	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
6.3	63 Foundation Review	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
6.4	64 Foundation Construction Report	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
7	Environmental Assessment							
7.1	71 Environmental Assessment	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
7.2	72 Environmental Assessment and Mitigation	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
7.3	73 Environmental Assessment Report	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
7.4	74 CEQA Review - High Level / High Level / High Level / High Level	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
8	Professional Engineering and Design							
8.1	81 Bridge Engineering and Design	Hour	4	\$100.00	\$400.00	2010	0	\$400.00
8.2	82 Bridge Engineering Review	Hour	4	\$100.00	\$400.00	2010	0	\$400.00

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-6. RETENTION OF RECORDS.

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-5. RECORDS TO BE MAINTAINED.

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-4. CERTIFICATE OF INSURANCE.

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.

(d)

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.

(c)

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

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, limitations 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.