

CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. **Parties.** The parties to this Consulting Services Agreement ("Agreement"), listed below, mutually agree and promise as follows:

(a) **Agency:** *(select one)*

- ☐ Contra Costa County for its Department named below
- ☒ Contra Costa County Flood Control and Water Conservation District
- ☐ Contra Costa Fire Protection District
- ☐ East Contra Costa Fire Protection District
- ☐ Housing Authority of the County of Contra Costa
- ☐ Contra Costa County Redevelopment Agency

(i) **Department** *(if applicable):*

(ii) **Department Head means** the individual named below or his or her designee *(select one):*

- ☐ Director of General Services
- ☒ Public Works Director/Chief Engineer
- ☐ Fire Chief
- ☐ Housing Authority Executive Director
- ☐ Deputy Director - Redevelopment

(iii) **Agency Mailing Address:** Contra Costa County Flood Control & Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Attn: Carl J. Roner

(b) **Consultant's Name & Address:** Hultgren Tillis Engineers
2221 Commerce Avenue, Suite A-1
Concord, CA 94520-4987
Attn: Edwin Hultgren

(i) **Type of Business Entity:** Corporation
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: California

(ii) **Federal Taxpayer I.D. or SSN:** 68-0311878

(iii) **License Number:** C22590, GE426: Edwin Hultgren

2. **Project Name, Number, & Location:** Geotechnical Investigation of Wildcat Creek and
San Pablo Creek Levees
7527-6D8618
North Richmond, Contra Costa County, California

3. **Term.** The effective date of this Agreement is December 15, 2010. It terminates on December 31, 2013, unless sooner terminated as provided herein.

4. **Payment Limit.** Payments under this Agreement cannot exceed: \$350,000.

Contra Costa County

Project Name: Geotechnical Investigation of Wildcat Creek
and San Pablo Creek Levees

Standard Form CSA (Design Professional Services)
Revised 2009

Project No.: 7527-6D8618

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- ☐ Health and Safety Code Section 13861 (*Fire Protection Districts*)
- ☐ Health and Safety Code Section 34314 (*Housing Authority*)
- ☐ Health and Safety Code Section 33125 (*Redevelopment Agency*)

6. Attachments. The following documents are attached to this Agreement and incorporated herein by reference, and all references to this Agreement include all of the terms in each of the attached documents:

- ✓ General Conditions (*always attached*)
- ☐ Special Conditions (*optional*)
- ✓ Appendix A: Scope of Services (*always attached*)
- ✓ Appendix B: Payment Provisions (*always attached*)
- ✓ Appendix C: Project Personnel (*always attached*)

7. Signatures. These signatures attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A

Consultant's Name: Hultgren-Tillis Engineers
a California corporation
(Type of business entity)

SIGNATURE B

By Edwin M. Hultgren
(Signature of individual or officer)

Edwin M. Hultgren, President
(Print name and title, if applicable)

By R. Kevin Tillis
(Signature of individual or officer)

R. Kevin Tillis, Secretary
(Print name and title, if applicable)

Note to Consultant: For corporations, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
County of Contra Costa)

On December 10, 2010, before me, Lynda Ault, Notary Public, personally appeared Edwin M. Hultgren, President & R. Kevin Tillis, Sec. (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Lynda Ault
Signature

(Notary's Seal)



Project Name:

Project No.:

AGENCY

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By _____
Board Chair/Designee

By _____
Deputy

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

By _____
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By  _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By  _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

GENERAL CONDITIONS
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8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
- (a) Types and Amount of Insurance: Consultant shall, at no cost to Agency, obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds.
- (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
- (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
- (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4. Payment Limit without Agency's prior written approval.
- (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.
- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is

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necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.

(c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.

(d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.

(e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.

(f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.

12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 24. Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.
15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17. Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a

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convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.

18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.

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25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix C. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.
30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed, and will remain licensed in good standing at all times during the term of this Agreement, as one of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.

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34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33. Disputes above, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21. Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6. Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

The following provisions apply to projects using US DOT funds.

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to

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Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.

44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:

(a) Certification. To the best of Consultant's knowledge and belief:

- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this Section 44 be included in all contracts with subconsultants which exceed 100,000, and that all such subconsultants shall certify and disclose accordingly.

(Remainder of page intentionally left blank.)

APPROVALS/ACKNOWLEDGEMENTS
(Consulting Services Amendment & Contract)

\$100,000.01 and Over

APPROVALS

RECOMMENDED BY THE DEPARTMENT

By: [Signature]
Designee

CONSULTANT

Hultgren-Tillis Engineers
Print name of business entity

APPROVED BY COUNTY ADMINISTRATOR

By: _____
Designee

By: [Signature]
Signature of individual or officer

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: Edwin M. Hultgren, President
Print name and title A, if applicable

By: [Signature]
Signature of individual or officer

By: R. Kevin Tillis, Secretary
Print name and title B, if applicable

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and corps. Code, Sec. 313). The acknowledgement below must be signed by a Notary Public.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On December 10, 2010, before me, Lynda Ault, Notary Public, (insert name and title of the officer) Notary Public, personally appeared Edwin M. Hultgren, President & R. Kevin Tillis, Secretary who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature _____ of _____



Public

Appendix A
Hultgren-Tillis Engineers
Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project Phase 2
Project No. 7527-6D8618

I. DEPARTMENT CONTACT INFORMATION

Hultgren-Tillis Engineers (CONSULTANT) shall send all notices, reports, and correspondence to the following:

Carl J. Roner, Associate Civil Engineer, Project Manager
Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

II. PROJECT BACKGROUND/DESCRIPTION

The Geotechnical Evaluation of Wildcat Creek and San Pablo Creek Levees Project (Project No. 7527-6D8618) is located on Wildcat Creek and San Pablo Creek west of Third Street in the North Richmond area of west Contra Costa County (District 1). This project consists of conducting a geotechnical evaluation for the purpose of providing levee certification as recognized by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) for the following levees:

FEMA Levees along Wildcat Creek and San Pablo Creek

Creek	FEMA Levee Numbers	Approximate Levee Length (feet)	Levee Construction and Slope (if applicable)
Wildcat Creek	P608	2,290	Earthen 1V:6H face, 1V:4H back
	P609	430	Earthen 1V:4H face, 1V:4H back
	P610	725	Earthen, variable slopes
	P611	1,470	Earthen 1V:3H face
	P612	1,200	Earthen 1V:3H face
Total Levee Length (feet) for Wildcat Creek		6,115	
San Pablo Creek	P600	1,335	Earthen 1V:5H face, 1V:2-3H back
	P601	810	Concrete Flood Wall 1V:2H toe slope
	P602	35	Earthen, variable slopes
	P603	20	Earthen, variable slopes
	P604	1,925	Earthen 1V:3H face
	P605	1950	Earthen 1V:3H face
	P606	20	Concrete Flood Wall 1V:2H toes slope
	P607	545	Concrete Flood Wall 1V:2H toes slope
Total Levee Length (feet) for San Pablo Creek		6,640	

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Locations of the levees are shown in Figure 1, attached hereto, and incorporated herein.

III. CONTRACTOR SCOPE OF SERVICES

CONSULTANT shall provide to the Contra Costa County Flood Control and Water Conservation District (DISTRICT) geotechnical engineering services relating to the FEMA certification of the Wildcat Creek and San Pablo Creek levees. The CONSULTANT shall provide geotechnical services as identified in the following tasks, which are numbered according to the workplan approved by the California Department of Water Resources and the Contra Costa County Board of Supervisors.

The work furnished by CONSULTANT under this Agreement shall be prepared in accordance with the latest DISTRICT, state, local, and federal regulations, policies, procedures, manuals and standards, and shall be made available to DISTRICT for review and approval at stages to be determined by the DISTRICT, and upon request.

Task 6: Field Investigation

The CONSULTANT shall prepare a Drilling Plan to perform the following Field Investigation subtasks for the levees shown in Figure 1. The Drilling Plan shall be submitted to the DISTRICT's project manager for review and approval. The plan shall include the tentative investigation schedule, locations of borings, copies of the permits, and site-specific maps showing the location of the proposed borings and nearby utilities. The plan shall incorporate the existing geotechnical data. Upon approval of the Drilling Plan by the DISTRICT, the CONSULTANT shall perform the following Field Investigation subtasks:

- 6.1 Deep Borings: The CONSULTANT shall implement up to 6 deep rotary wash borings, approximately 50 feet deep, and up to 10 shallow auger borings, approximately 10 to 15 feet deep, to be drilled along the San Pablo Creek and Wildcat Creek levee crowns. These borings shall be drilled to collect samples for visual classification and laboratory testing. Previously obtained Cone Penetration Test (CPT) data shall be considered when locating rotary wash and shallow auger borings. The rotary wash and shallow auger borings shall be located in areas where additional information is needed by the CONSULTANT for levee certification. Some of the deep borings may be drilled near CPT locations to sample specific soil zones previously identified in the CPT records. The shallow auger borings shall collect additional samples of levee embankment materials for material classification and density measurements.
- 6.2 Channel Borings: The CONSULTANT shall implement up to 8 borings, to depths of at least 10 feet below the Recent Bay Mud from the access path or other dry ground areas adjacent to the perennial wetted area of the channel at the base of the waterside levee slope. Due to US Fish and Wildlife requirements, no borings in the Wildcat Creek channel shall be allowed downstream of a drainage ditch found west of the Richmond Parkway. Deep and shallow borings downstream of the drainage ditch shall only be allowed on the levee crown. All borings in the channel (below the access road) shall be monitored by a biologist under separate contract with the Contra Costa County Public Works Department, Environmental Division and shall not take place unless the biologist is on site.
- 6.3 Grouting: Drill cuttings shall be placed and kept in a leak-proof container while on site, and disposal shall be the responsibility of the CONSULTANT. The CONSULTANT shall backfill all borings with grout in accordance with Contra Costa County Department of Health requirements. Borings within the creek channel shall have the top one foot of boring backfilled with native soil in accordance with U.S Fish and Wildlife Service requirements.
- 6.4 Pavement Patching: The CONSULTANT shall patch the asphalt pavement of Wildcat Creek Trail (north bank of Wildcat Creek) in compliance with the East Bay Regional Park District encroachment permit.

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6.5 Location: The CONSULTANT shall locate the borings (after completion) using a handheld global positioning system (GPS), and shall incorporate the location data into the site drawings.

Task 6 Deliverables and Schedule

The CONSULTANT shall submit to the DISTRICT's Project Manager two hard copies of the Drilling Plan two weeks prior to the implementation of the Field Investigation. The District shall review and approved the Drilling Plan within three working days (Monday through Thursday).

CONSULTANT shall complete Task 6, Field Investigation no later than 12 weeks after award of contract.

Task 7: Laboratory Testing

The CONSULTANT shall perform laboratory testing of selected samples from the borings collected in Task 6 to classify the soils and evaluate engineering properties of the subsurface material in each levee. Testing shall focus on those levee and subsurface zones that would be most susceptible to seepage or instability during base flood conditions, and shall include:

- 7.1 Moisture Content and Dry Density: The CONSULTANT shall perform these tests as part of the general classification testing and as a basis to assess the compactness of each levee embankment.
- 7.2 Gradation: The CONSULTANT shall perform gradation testing on granular soil deposits to correlate with published permeability values and to aid in assessing liquefaction risks for each levee.
- 7.3 Atterberg Limits (liquid limit [LL] plastic limit [PL], and plastic index [PI]): The CONSULTANT shall perform Atterberg Limit tests on samples taken within each levee embankment and at shallow depths beneath each embankment to aid in classifying the soils.
- 7.4 Unconsolidated-Undrained (UU) Triaxial Shear Strength Tests: The CONSULTANT shall perform UU tests as means for assessing the strength of each levee embankment and foundation.
- 7.5 Consolidated-Undrained (CU) Triaxial Shear Strength Tests with Pore Pressure Measurements: The CONSULTANT shall collect a series of up to three samples from the weaker portion of each levee embankment and test for effective strength parameters using a CU test. In addition, a series of up to three samples shall be collected from the weaker area of each levee foundation and shall also be tested for effective strength parameters.
- 7.6 Consolidation Tests: The CONSULTANT shall perform up to three consolidation tests on samples recovered from portions of the alignment underlain by bay mud for each levee.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 7 Deliverables and Schedule

The CONSULTANT shall provide the test results in the Preliminary and Final Reports (Task 10).

CONSULTANT shall complete this task no later than 10 weeks after completing Task 6, Field Investigation.

Task 8: Engineering Analysis

Using the existing data and results of reconnaissance, field investigation, and laboratory testing programs listed

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above, the CONSULTANT shall assess the conditions of each of the levees using the following criteria listed below. Stability and seepage analyses with the water surface elevation at the FEMA certification elevation shall be evaluated by the CONSULTANT. Where factor of safety requirements are not met, seepage and slope stability analysis shall be repeated with potential mitigation measures in-place to identify possible mitigation options.

- 8.1 Seepage and Stability: Using the survey data provided by the DISTRICT, idealized cross-sections shall be prepared by the CONSULTANT showing existing topography, the limits of levee embankment fills, and foundation soils. Erosion, animal burrowing, and tree root zones shall be superimposed on the sections. As documented in the levee Operations and Maintenance Manual prepared by the US Army Corps of Engineers (ACOE), the levees were overbuilt to include root buffer zones. Where applicable, the CONSULTANT shall perform simplified flow nets and/or two-dimensional seepage analysis to evaluate each levee's condition. The CONSULTANT shall prepare conclusions regarding internal erosion (piping), risks, and methods to mitigate those risks for each of the levees. The levee embankment and foundation stability assessment shall include analyses to evaluate the reliability of the levee during flood conditions and demonstrate that expected seepage into, through, or under levee foundations and embankments shall not jeopardize embankment or foundation stability. Input factors for the stability analyses shall include embankment geometry, strength, and density of embankment and foundation materials, and estimates of the seepage conditions at critical locations. Additional site-specific analyses shall be made in areas of penetrations through or beneath each levee.
- 8.2 Settlement: The CONSULTANT shall perform consolidation analyses to evaluate the potential and magnitude of past and future levee settlement for each levee. The analysis shall primarily address compressibility of foundation soils.
- 8.3 Liquefaction and Seismic Deformation: The CONSULTANT shall evaluate the potential for earthquake-induced deformation and the effects from soil liquefaction. Existing published data on expected ground motions shall be used by the CONSULTANT to estimate the deformation of the levees from seismic shaking. Consultant shall evaluate the potential for liquefaction and levee slope stability for both the waterside and landside levee slopes in areas where liquefaction is a concern.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 8 Deliverables and Schedule

CONSULTANT shall complete this task no later than 10 weeks after completing Task 7, Laboratory Testing.

Task 9: Levee Remediation Recommendations

After completing the analysis specified in Task 8, the CONSULTANT shall identify and evaluate the existing deficiencies in the levees, and then develop recommendations to improve the existing levee conditions to meet FEMA certification standards. Possible mitigation schemes will include, but not be limited to, raising the levee crest to contain the design flows, excavating sediment within the channel to maintain the design cross-section, reconstructing eroded slopes, improving vector control to minimize animal burrowing, controlling encroachment of trees onto the levee section, grouting liquefiable zones, and/or installing toe drains.

Task 9 Deliverables and Schedule

CONSULTANT shall complete this task no later than 10 weeks after completing Task 8, Engineering Analysis.

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Task 10: Preliminary and Final Reports

Using previously collected data and the data collected in Tasks 6 through 9, the CONSULTANT shall develop a Preliminary Report for each of the two creeks and submit them to the DISTRICT's Project Manager for review and approval. These reports shall comply with the FEMA requirements for levee certification. After submitting the Preliminary Reports, the CONSULTANT shall arrange a meeting with the DISTRICT's Project Manager (at the DISTRICT office) to discuss the findings and recommendations prior to developing the final geotechnical reports. The DISTRICT shall provide the CONSULTANT with comments on each report, if necessary.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek. The CONSULTANT shall prepare two Preliminary Reports, one for the right and left banks of Wildcat Creek, and one for the right and left banks of San Pablo Creek.

Each Preliminary Report shall contain the following information:

- Location maps of all exploratory borings
- A summary of geotechnical data received previously from the DISTRICT
- Boring logs, including soil classification and all field and laboratory data collected from each boring
- Results of laboratory analysis
- Results of seepage and levee stability analysis
- Discussion of the findings and analysis
- Conclusions and recommendations, especially with regard to repair of the levees
- A "draft" (unsigned) statement of levee certification

After receiving the Preliminary Reports, the DISTRICT will then implement the repairs to the levees as recommended by the CONSULTANT.

Prior to implementation of the repair work, CONSULTANT shall review the DISTRICT's construction plans and specifications for conformance with the geotechnical recommendations presented in the Preliminary Reports. After completing the repairs identified above, the DISTRICT shall notify the CONSULTANT, and provide the CONSULTANT with a copy of the construction records and repair certifications. The CONSULTANT shall then review the construction records and repair certifications, observe the repair work, and prepare the Final Reports and levee certifications.

The signature sheet for levee certification for each levee shall bear the Professional Engineering seal/stamp, Professional Engineering license number, Professional Engineering classification, expiration date of the Professional Engineering license, and signature of the CONSULTANT'S Professional Engineer registered in the State of California responsible for its preparation.

"Each levee" shall be defined as either the right or left bank levee of Wildcat Creek, or the right or left bank levee of San Pablo Creek.

Task 10 Deliverables and Schedule

The CONSULTANT shall submit to the DISTRICT's Project Manager two hard copies of the Preliminary Reports for right bank and left bank levees for each creek within 10 weeks of completion of Task 7, Laboratory Testing.

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The CONSULTANT shall submit five hard copies and an electronic version of the Final Reports to the DISTRICT for right bank and left bank levees for each creek. If repairs to the levees are not required, the CONSULTANT shall submit to the DISTRICT the Final Reports within 10 weeks upon receiving comments from the DISTRICT on the Preliminary Reports. The DISTRICT will submit the Final Reports to FEMA. If repair work to the levees is required, the CONSULTANT shall complete and submit to the DISTRICT the Final Reports within 10 weeks of repair work completion.

Task 11: Periodic Observation of Levee Repairs or Upgrades

During the implementation of the repair work, CONSULTANT shall conduct bi-weekly site visits to check that the repairs were completed in accordance with the geotechnical recommendations presented in the Preliminary Reports

Additional Deliverables

The CONSULTANT shall electronically submit to the DISTRICT's Project Manager a Project Schedule in Microsoft Project within two weeks of execution of this contract. The Project Schedule shall include all tasks and subtasks outlined in this Service Plan.

The CONSULTANT shall submit project progress summaries via email on the 15th of each month to the DISTRICT Project Manager.

Work to be Performed or Provided by the DISTRICT

Survey: The DISTRICT shall prepare a topographic survey of the levees, including levee profiles and cross sections. The survey information shall be transmitted electronically by the DISTRICT to the CONSULTANT in Microstation format (.dgn) at the initiation of the project.

District Facilities: The DISTRICT shall identify, for the CONSULTANT, the location of its subsurface facilities beneath the levees at the initiation of the project.

ACOE Geotechnical Information and Boring Logs: The DISTRICT shall provide the CONSULTANT with the ACOE geotechnical analysis and boring logs for the levee area and the 1989 as-built plans of the levees. These documents shall be provided electronically in .pdf (Adobe Acrobat) format to the CONSULTANT.

Environmental Permitting: The DISTRICT shall obtain permits/clearances from the following agencies for the CONSULTANT's fieldwork:

- California Department of Fish and Game
- US Fish and Wildlife (No effect determination for California red-legged frog, salt marsh harvest mouse, and clapper rail)
- US Army Corps of Engineers
- San Francisco Bay Area Regional Water Quality Control Board (401 Water Quality Certification Permit)

The DISTRICT shall provide copies of the permits/clearances to the CONSULTANT at the initiation of the project. The CONSULTANT shall comply with all permit requirements.

Operations and Maintenance Manual: The DISTRICT shall provide the CONSULTANT with a copy of the ACOE Operations and Maintenance Manual for Wildcat Creek and San Pablo Creek within two weeks of execution of this contract.

IV. PERFORMANCE STANDARDS

CONSULTANT shall perform geotechnical engineering services in accordance with the standards and protocols set

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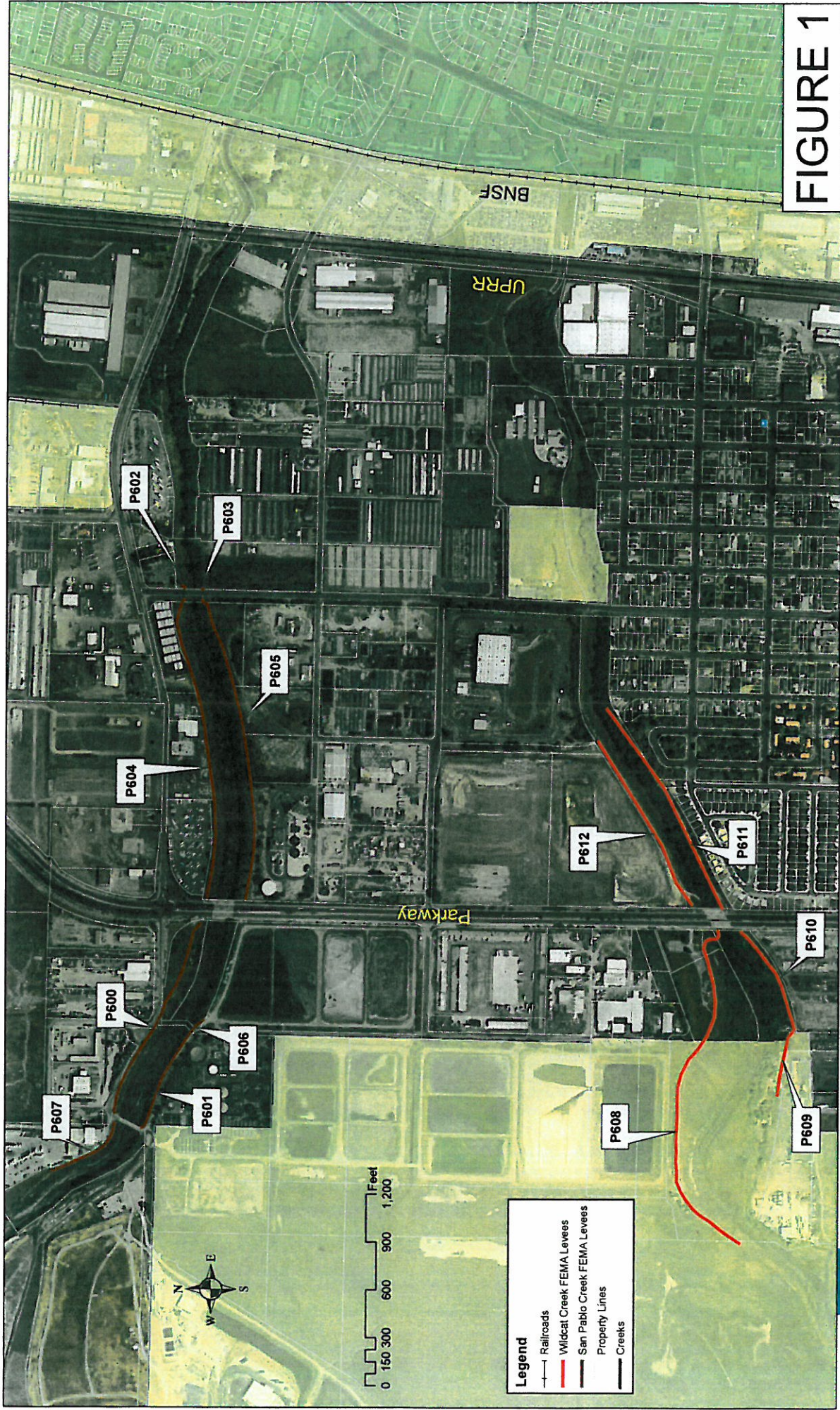
forth in FEMA and ACOE permits and requirements, or any other industry standard technical specifications, calculations, or cost estimates.

V. NON-EXCLUSIVE AGREEMENT

CONSULTANT acknowledges that this Agreement is not exclusive and that DISTRICT may, at any and all times during the term of this Agreement, obtain geotechnical engineering services and other types of services from any appropriate source.

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Levees in the North Richmond Area

Hultgren - Tillis Engineers
Schedule of Charges

APPENDIX B
Attachment 1

BILLING RATES PER HOUR				
Professional Services	2010	2011	2012	2013
Staff.....	\$125.00	\$130.00	\$135.00	\$140.00
<i>Callan Yu, Wilson Wong, Joseph Heavin</i>				
Project.....	\$140.00	\$146.00	\$152.00	\$158.00
<i>Wei-Ming (Rick) Chen, Kenneth Murphy</i>				
Senior.....	\$161.00	\$168.00	\$174.00	\$181.00
Associate.....	\$177.00	\$184.00	\$191.00	\$199.00
<i>Jerrold Hanson, Ed Mak</i>				
Principal.....	\$203.00	\$211.00	\$219.00	\$228.00
<i>Chris Muller, Steve Tsang</i>				
Senior Principal.....	\$229.00	\$238.00	\$247.00	\$258.00
<i>Edwin Hultgren, R. Kevin Tillis</i>				

Technical Support Services

Word Processing.....	\$ 78.00	\$ 81.00	\$ 84.00	\$ 87.00
<i>Lynda Ault, Danielle Borunda, Laura McCulloch</i>				
Technician.....	\$ 94.00	\$ 97.00	\$101.00	\$105.00
Engineering Technician.....	\$104.00	\$108.00	\$112.00	\$116.00
<i>Dave Fonseca</i>				
Engineering Technician with Truck & Field Testing Equipment.....	\$119.00*	\$123.00*	\$127.00*	\$131.00*

*Note: Truck plus Field Testing Equipment remains a \$15 per hour increase over the Engineering Technician Rate for 2010, 2011, 2012 and 2013.

Equipment

Trucks and Field Vehicles.....	\$15.00 / hour
Automobiles.....	Current Federal Standard Mileage Rate
Field Monitoring Instruments.....	Separate Schedule

Laboratory Testing..... Separate Schedule

Outside Services

Drilling subcontractors, special consultants, other subcontractors, rental of non-owned equipment, and other non-labor costs including outside printing, travel costs and subsistence will be charged at cost plus fifteen percent.

Contract Labor

On occasion, Professional and Technical Support labor are retained on a temporary basis to meet technical or schedule requirements of projects. Such contract labor will be charged at regular Schedule of Charges rates.

Overtime

Technical Support Services overtime will be charged at forty percent and double time will be charged at seventy percent above the Schedule of Charges rates.

Litigation Support

Expert testimony in depositions, hearings, mediations or trials will be charged at \$2,500 per day or portion thereof.

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Field Monitoring Instruments and Laboratory Testing Schedule of Charges

FIELD MONITORING INSTRUMENTS	CHARGE
ATV	\$400 / day
	\$800 / week
	\$2,000 / month
Inclinometer	\$50 / day
Manometer Water Level	\$50 / day
Static Cone Penetrometer	\$100 / day
Total Station Machine	\$150 / day
	\$300 / week
	\$900 / month
Vane Shear	\$150 / day
Vibrating Wire Water Level Data Logger	\$300 first day plus \$10 each additional day
OTHER:	
Mileage	Current Federal Standard Mileage Rate

IN-HOUSE LABORATORY TESTING	CHARGE
Moisture Content	\$18 / test
Moisture Density	\$25 / test
-200 Wash	\$75 / test
Atterberg Limits	\$130 / test

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Hultgren-Tillis Engineers

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

2221 Commerce Ave., Suite A-1

City, state, and ZIP code

Concord, CA 94520

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

68-0311878

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Edwin M. Hultgren

Date ▶ 11/10/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

OP ID KL

DATE (MM/DD/YYYY)

09/13/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: HULT-01	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Hultgren - Tillis Engineers 2221 Commerce Ave., Ste. A-1 Concord CA 94520	NAIC #	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			84SBWLZ2910	11/01/10	11/01/11	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PROFESSIONAL LIAB EXCL			GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			84UEGLM3983	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$		
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		84SBWLZ2910	11/01/10	11/01/11	EACH OCCURRENCE	\$ 6,000,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 6,000,000	
	DEDUCTIBLE						\$		
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGGN9022	11/01/10	11/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contra Costa County is included as additional insured for the above coverages, except WC

CERTIFICATE HOLDER**CANCELLATION**

CONTRA5

CONTRA COSTA COUNTY
PUBLIC WORKS DEPT.
ATTN: MICHELLE CORDIS
255 GLACIER DR.
MARTINEZ CA 94553

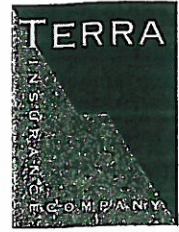
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra R. Boillet

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Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera CA 94925



A RISK RETENTION GROUP

CERTIFICATE OF INSURANCE

DATE

01/01/10

NAME AND ADDRESS OF INSURED

Hultgren-Tillis Engineers
2221 Commerce Avenue, Suite A-1
Concord, CA 94520-4987

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
210143	01/01/10	12/31/10

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

No Project Specified

CANCELLATION If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

Contra Costa County
Public Works Department
Attn: Michelle Cordis
255 Glacier Drive,
Martinez, CA 94553

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in black ink, appearing to read "David C. Cordis".

President

Department of Consumer Affairs
**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	HULTGREN EDWIN MARK
License Type:	GEOTECHNICAL ENGINEER
License Number:	426
License Status:	CLEAR Definition
Expiration Date:	December 31, 2011
Address:	2221 COMMERCE AVE STE A1
City:	CONCORD
State:	CA
Zip:	94520-4987
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

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Department of Consumer Affairs
**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	HULTGREN EDWIN MARK
License Type:	CIVIL ENGINEER
License Number:	22590
License Status:	CLEAR Definition
Expiration Date:	December 31, 2011
Address:	2221 COMMERCE AVENUE SUITE A-1
City:	CONCORD
State:	CA
Zip:	94520-4987
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

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Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	TILLIS ROBERT KEVIN
License Type:	GEOTECHNICAL ENGINEER
License Number:	2160
License Status:	CLEAR Definition
Expiration Date:	March 31, 2011
Address:	377 BORICA DRIVE
City:	DANVILLE
State:	CA
Zip:	94526
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

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Department of Consumer Affairs

**California Board for
Professional Engineers and Land Surveyors**

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Licensee Name:	TILLIS ROBERT KEVIN
License Type:	CIVIL ENGINEER
License Number:	41180
License Status:	CLEAR Definition
Expiration Date:	March 31, 2011
Address:	377 BORICA DRIVE
City:	DANVILLE
State:	CA
Zip:	94526
County:	CONTRA COSTA
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: NOV-08-2010

Disclaimer

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Department of
General Services
BUILDING GREEN BUYING GREEN WORKING GREEN

HULTGREN-TILLIS ENGINEERS - #17923

SUPPLIER PROFILE

Legal Business Name HULTGREN-TILLIS ENGINEERS
 Doing Business As HULTGREN-TILLIS ENGINEERS
 Address 2221 COMMERCE AVE STE A-1 Phone (925) 685-6300
 CONCORD, CA 94520 FAX (925) 685-6768
 Email admin@hultgrentillis.com
 Web Page <http://www.hultgrentillis.com>
 Business Types Service
 Service Areas Alameda County, Contra Costa County, Napa County, Sacramento County, San Francisco City & County, San Joaquin County, San Mateo County, Solano County, Sonoma County,
 Keywords ENGINEERING SERVICES: GEOTECHNICAL CIVIL
 Classifications 411138 - Geophysical and geotechnical instruments
 811015 - Civil engineering

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Feb 3, 2009	Feb 28, 2011

Certification History

TYPE	STATUS	FROM	TO
------	--------	------	----

Business Entity Detail

Data is updated weekly and is current as of Friday, November 05, 2010. It is not a complete or certified record of the entity.

Entity Name:	HULTGREN-TILLIS ENGINEERS
Entity Number:	C1865188
Date Filed:	09/01/1993
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2221 COMMERCE AVE STE A-1
Entity City, State, Zip:	CONCORD CA 94520
Agent for Service of Process:	EDWIN M HULTGREN
Agent Address:	2221 COMMERCE AVE STE A-1
Agent City, State, Zip:	CONCORD CA 94520

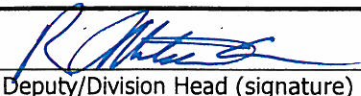
* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

SMALL BUSINESS ENTERPRISE and OUTREACH PROGRAMS

ALL ITEMS \$25,000 & OVER MUST BE REVIEWED BY ADMINISTRATIVE SERVICES PRIOR TO COMMENCING THE BOARD ORDER PROCESS.

FROM: Mitch Avalon
Deputy/Division Head (please print)


Deputy/Division Head (signature)

Carl Roner
Form Prepared By

(925) 313-2213
Phone Number

☒ New

☐ Renewal

☐ Amendment

Explain: New contract for Wildcat Creek and San Pablo Creek levee certification

Hultgren-Tillis Engineers
Company Name

Geotechnical Engineering
Type of Product

7527-6D8618
WO# / PO# / ERR#

\$350,000
Dollar Amount:

The Small Business Enterprise (SBE) Program applies to; 1) construction contracts of \$25,000 or less, 2) purchasing transactions of \$50,000 or less, and 3) professional/personal service contracts of \$50,000 or less at the time the contract is awarded. **The Outreach Program applies to** construction contracts that are \$100,000 and above, professional service contracts that are \$2,500 and above, and purchases that are \$10,000 and above.

CATEGORY (check one): ☒ Professional Service ☐ Personal Service ☐ Purchase ☐ Construction
TYPE OF PAYMENT (check one): ☒ Contract ☐ Purchase Order ☐ Warrant Request ☐ Credit Card

• IS THIS REQUEST EXEMPT FROM THE SBE/OUTREACH PROGRAM? •

- ☐ **YES** (please check appropriate box below – you do not have to complete the rest of this form)
☒ **NO** (please complete the rest of this form)

----- CHECK ONE -----

- | | |
|--|---|
| <input type="checkbox"/> Vendor Chosen by Purchasing (PSD) | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Association dues and membership fees | <input type="checkbox"/> Postage & national courier companies, ie. Federal Express, UPS |
| <input type="checkbox"/> Lodging | <input type="checkbox"/> Registration and conference booths |
| <input type="checkbox"/> Public transportation, bridge tolls | <input type="checkbox"/> Permits, fees & licenses paid to government agencies |
| <input type="checkbox"/> Utility installation fees | <input type="checkbox"/> Pre-employment screening & fitness for duty exams |
| <input type="checkbox"/> Legal notices | <input type="checkbox"/> Purchases or contracts with other public agencies |
| <input type="checkbox"/> Contracts between divisions within a department | <input type="checkbox"/> Contracts between two different department |
| <input type="checkbox"/> Clean Water Program – Tom Dalziel's group only . | <input type="checkbox"/> Contracts with private non-profit organizations and agencies |
| <input type="checkbox"/> Landfills for trash collected on County roadways | <input type="checkbox"/> State Route 4 Bypass Authority |

• PLEASE CHECK ALL APPLICABLE ITEMS LISTED BELOW •

- ☒ **Small Business Enterprise (SBE):** independently owned & operated, not dominant in its field of operation, principal office located in California, has 100 or less employees, average annual gross receipts of 10 million dollars or less over the previous 3 years, or is a manufacturer with 100 or less employees. State certified SBEs qualify for participation in the County's SBE Program.
- ☐ **Minority Business Enterprise (MBE):** Business entity that is at least 51% owned by one or more minority persons.
- ☐ **Women Business Enterprise (WBE):** Business entity that is at least 51% owned by one or more women.
- ☒ **Local Business Enterprise (LBE):** Is a business that has its main office or principal place of business within the boundaries of Contra Costa County.
- ☐ **Disadvantage Business Enterprise (DBE):** A small business owned (at least 51%) and controlled by socially and economically disadvantaged individuals. Used primarily for state or federally funded projects.
- ☐ **Disabled Veteran Business Enterprise (DVBE):** is a business entity at least 51% owned by one or more disabled veterans. The disabled Veteran must be a California resident have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.
- ☐ **Other Business Enterprise (OBE):** Is any business which does not qualify as a Minority or Women Business Enterprise
- ☐ **None of the above.**

SOLICITATION FORM

- ☒ Solicitation form attached
☐ Form NOT attached, explain below
☐ This is an amendment/renewal/novation

November 9, 2010
Date form prepared

SELF CERTIFICATION FORM

- ☒ Self Certification form attached
☐ Vendor found on County Website

Date

Category



Contra Costa County Business Opportunities REGISTRATION AND CERTIFICATION FORM

If you are interested in receiving information regarding upcoming business opportunities with Contra Costa County, please fill out the form below. Your information will be included in the County's SBE and Outreach Databases and used by County departments to: 1) notify you regarding upcoming contracting and bidding opportunities and/or 2) certify your firm as a Small Business Enterprise (if applicable).

Name of Firm (Print) Hultgren - Tillis Engineers		
Street Address (City, State) 2221 Commerce Avenue, Suite A-1; Concord, CA 94520-4987		(Zip Code)
Mailing Address (City, State) same as above		(Zip Code)
Contact Numbers (Check preferred) <input type="checkbox"/> Business Phone Number <input type="checkbox"/> Cell Phone Number Fax Number (925) 685 -- 6300 () -- (925) 685 -- 6768		
E-mail admin@hultgrentillis.com		Employer Identification # (if applicable) 68-0311878

Vendor/Supplier	
Consultant/ Service Provider	provide geotechnical engineering services
Construction	
Other (If none of the above categories apply)	

Description of Business Type (Check all that apply):

- ☒ **Small Business Enterprise (SBE)** – independently owned and operated; cannot be dominant in its field of operation; must have its principal office located in California; must have its owners (or officers in the case of a corporation) domiciled in California; AND together with affiliates, be either: a business with 100 or fewer employees, an average annual gross receipts of \$14 million or less over the previous three tax years, or a manufacturer with 100 or fewer employees.
- ☐ **Minority Business Enterprise (MBE)** - at least 51% owned and managed on a daily basis by one or more minorities who are citizens or lawful permanent residents of the United States and member(s) of a recognized ethnic or racial group AND its home office is located in the United States.
- ☐ **Women Business Enterprise (WBE)** - at least 51% owned and managed on a daily business by one or more women who are citizens or lawful permanent residents of the United States AND its home office is located in the United States.
- ☐ **Disadvantaged Business Enterprise (DBE)** - at least 51% owned and managed on a daily business by socially- and economically-disadvantaged individuals (pursuant to Section 3 of the Small Business Act). DBE certifications are used only for state- or federally-funded projects that have DBE goals or requirements.
- ☐ **Disabled Veteran Business Enterprise (DVBE)** - at least 51% owned and managed on a daily basis by one or more disabled veterans of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California; AND a sole proprietorship corporation or partnership with its home office located in the United States that is not a subsidiary of a foreign firm.
- ☒ **Local Business Enterprise (LBE)** - principal place of business is located within the boundaries of Contra Costa County.
- ☐ **None of the above**

Contra Costa County Business Opportunities
REGISTRATION AND CERTIFICATION FORM

State-Certified SBE: Yes ☒ No ☐

State Certification #: 17923

If "Yes," please attach documentation.

Are you certified with any other agencies as a: Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or Disadvantaged Business Enterprise (DBE): Yes ☐ No ☒

If "Yes," please list agency AND attach documentation:

The undersigned acknowledges and agrees that the information provided in this form may be included in the SBE and Outreach databases maintained by or for the County, including the e-Outreach system described below.

Firms interested in business opportunities with Contra Costa County are strongly encouraged to register on the e-Outreach system maintained for the County at: <https://www.bidsync.com>. Although the information contained in this form will be added to that system, firms are encouraged to register and update their information on the above website to 1) provide more detailed information regarding their area of work, and 2) ensure that they continually receive notices about business opportunities with Contra Costa County.

Your firm's registration with Contra Costa County will be valid for three years from the date this form is entered into the County's database. After that three-year period, your firm will be required to either confirm or update the information contained herein.

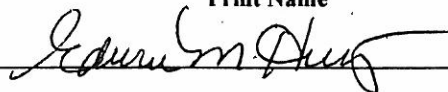
The undersigned certifies and swears under penalty of perjury that all information contained in this form is true and correct. Any material misrepresentation will be grounds for terminating any purchase orders or contracts which may be or have been awarded as well as deleting the business from the online SBE and Outreach databases maintained by the County and the County's database contractor.

By Edwin Hultgren

Print Name

President

Title



Signature

November 2, 2010

Date

Return this Self-Certification Form to:

**Contra Costa County
General Services Dept., Purchasing Division
1220 Morello Ave. Ste 210
Martinez, CA 94553
Fax: 925-313-7319**

**For clarification or assistance with
this form, please contact:**

**Purchasing Division
General Services Department
Phone: 925-313-7300**



Contra Costa County Solicitation Form

Small Business Enterprise and Outreach Programs

The Small Business Enterprise (SBE) Program applies to: (1) county-funded construction contracts of \$25,000 or less; (2) purchasing transactions of \$50,000 or less and (3) professional/personal service contracts of \$50,000 or less. *Note: Certain contracts and purchasing transactions are exempt (see SBE Program, pages 3-4, for list of exemptions).*

A Small Business Enterprise (SBE) is an independently owned and operated business; which is not dominant in its field of operation; the principal office of which is located in California; the officers of which are domiciled in California; and which, together with affiliates, has 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer with 100 or fewer employees.

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned and whose management and daily business operations are controlled by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group. The management operations, and control must be substantial, real, and on-going on a regular basis.

A Women Business Enterprise (WBE) is a business entity at least 51% owned and whose management and daily business operations are controlled by one or more women who are citizens or lawful permanent residents of the United States. The management operations, and control must be real, substantial and on-going, on a regular basis.

A Disadvantaged Business Enterprise (DBE) is a small business concern (pursuant to Section 3 of the Small Business Act) owned and controlled by socially and economically disadvantaged individuals. This means that socially and economically disadvantaged individuals must own at least 51% of the business, and they must control the management and operations of the business. DBE criteria is used only for state or federally funded projects that require DBE goals.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Contra Costa County.

An Other Business Enterprise (OBE) is a business entity which does not otherwise qualify as an MBE or WBE.

A Disabled Veteran Business Enterprise (DVBE) is a business entity at least 51% owned by one or more disabled veterans and whose daily business operations must be managed and controlled by one or more disabled veteran(s); the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s); and the home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based-business). The disabled veteran must be a California resident, have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

SECTION 1 Firms Solicited (Use additional paper if needed)

1. Complete the following:

a. To your knowledge was any of your solicitation to an:

1 1 4 4
MBE ☒ WBE ☐ DBE ☒ SBE ☒ LBE ☒ OBE ☐ DVBE ☐

b. If yes, list the names of firm solicited (Use additional paper if needed).

Date	Firm Name	Contact Person	Telephone Number	Check Appropriate Boxes						
				MBE	WBE	DBE	SBE	LBE	OBE	DVBE
1) 9/18/2008	Cal Engineering and Geodesy Inc	Phillip Gregory	(925) 935-9771	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Submitted statement of Qualifications Package										
2) 9/18/2008	Engco		(925) 866-9000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Sub None										
3) 9/18/2008	Hultgren Tillis Engineers	Ed Hultgren	(925) 685-6300	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: Submitted statement of Qualifications - Chosen for contract										
4) 9/18/2008	Questa Engineering		(510) 236-6114	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response: None										
5) 9/18/2008	AGS Inc.	Dennis Wong	(415) 777-2166	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

See Other Side

Response: Submitted Statement of Qualifications

6) 2/18/2008 Sage and Associates Geotechnical Engineering (916) 729-8050 ☐ ☐ ☐ ☒ ☐ ☐ ☐

Response: None

7) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

8) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

9) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

10) ☐ ☐ ☐ ☐ ☐ ☐ ☐

Response:

SECTION 2 Contract Awarded To:

Name or type of Contract/Transaction: Consulting Services Agreement Contract/Transaction No.:

Purchasing ☐ Professional/Personal Services ☒ Construction ☐

Firm Awarded Contract/Transaction (Print) Hultgren Tillis Engineers Date Contract/Transaction Awarded

Street Address (City, State) 2221 Commerce Avenue, Suite A-1, Concord, CA (Zip Code) 94520-4987

Contact Person Ed Hultgren Dollar Amount of Contract/Transaction \$ 350,000.00

(Area Code) Phone No. (925) 685-6300 (Area Code) Fax No. (925) 685-6768 e-mail edhultgren@hultgren-tillis.com

Scope of work or purpose: Geotechnical Investigation of Wildcat and San Pablo creek levees for FEMA certification

*****For Department Use Only*****

The undersigned certifies that he/she consulted the Contra Costa County Small Business Enterprise (SBE) and Outreach Program Directory and, for businesses or trades not contained in the County Directory, other Directories (for example, California Unified Certification Program (CUCP), State of California Department of Transportation (CalTrans), and U. S. Small Business Administration-San Francisco District Office) prior to initiating solicitation efforts for each contract listed on this Solicitation Form.

STEPHEN KOWALEWSKI

Department Head/Deputy (Print Name)

[Signature] 11/17/10 925-313-2225
Department Head/Deputy (Signature) Date Phone No.

SKOWA@PW.CCCOUNTY.US

E-mail

PUBLIC WORKS

Department (Print Name)