

STANDARD CONTRACT
(Purchase of Services - Long Form)

Number
Fund/Org# 0662
Account # 6R4005
Other #

1. Contract Identification.

Department: Public Works Department (Dept.)

Subject: San Pablo Avenue Bridge Replacement over Rodeo Creek - Environmental Technical Studies

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: URS Corporation, dba URS Corporation Americas

Capacity: Corporation

Address: 1333 Broadway, Suite 800 Oakland, CA 94612

3. Term. The effective date of this Contract is December 15, 2011. It terminates on November 30, 2014 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$ 135,659.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

Not Applicable

9. Legal Authority. This Contract is entered into under and subject to the following legal authorities:

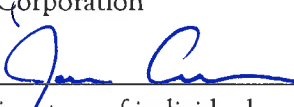
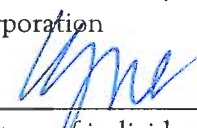
Government Code section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: URS Corporation	Name of business entity: URS Corporation
By <u></u> (Signature of individual or officer)	Attested By <u></u> (Signature of individual or officer)
<u>Jon Anderson Vice President</u> (Print name and title A, if applicable)	<u>KRISTIN L. JONES, SECRETARY</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____, before me, see attachment
(insert name and title of the officer), personally appeared _____

_____ 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.

Signature

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____

Designee

By: _____

Deputy County Counsel

Eric Carlson

APPROVED: COUNTY ADMINISTRATOR

By: _____

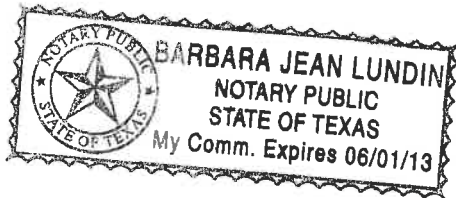
Designee

ORIGINAL

State of Texas
County of Williamson

Before me, **Barbara Jean Lundin**, Notary Public, on this day personally appeared **Kristin L. Jones** whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of Nov., 2011.



Barbara Jean Lundin
Notary Public in and for the State of Texas
My Commission Expires: 06-01-11

URS Corporation
San Pablo Ave. Bridge Replacement over Rodeo Creek Project
Environmental Technical Studies
County Project No.: 0662-6R4005
Federal Aid Project No.: BRLS-5928(067)

Contra Costa County (County) Project Manager/Contract Administrator is Avé Brown, Environmental Analyst II.
URS Corporation Americas (Contractor) Project Manager is Bill Martin.

I. DEPARTMENT CONTACT INFORMATION

Contractor will send all notices, reports, and correspondence to:

Avé Brown, Environmental Analyst II
Contra Costa County Public Works Department (Department)
255 Glacier Drive
Martinez, CA 94553
(925) 313-2311
abrow@pw.cccounty.us

II. PROJECT BACKGROUND / DESCRIPTION

A. Project Location/Background:

The San Pablo Avenue Bridge is located in Rodeo in west Contra Costa County. The existing San Pablo Avenue Bridge (Bridge) was originally constructed in 1948 and is a reinforced concrete two-span bridge that spans the Rodeo Creek Channel near its outlet into San Pablo Bay. The existing Bridge is 49 feet long and 62 feet wide. The north side of the Bridge was widened in 1928 and the south side of the Bridge was widened in 1948. In 1966, the U.S. Army Corps of Engineers (USACE) installed riprap in the bottom of Rodeo Creek and constructed vertical concrete walls along the stream banks for erosion control and flood protection. The Bridge abutments act as the channel sidewalls under the Bridge.

B. Project Description:

The San Pablo Avenue Bridge Replacement over Rodeo Creek project is located in Rodeo, west Contra Costa County and consists of replacing the existing obsolete concrete Bridge over Rodeo Creek (Project).

The proposed Bridge will include two 13-foot wide traffic lanes, two 5-foot wide bicycle lanes, two 5-foot wide sidewalks and a 14-foot wide median. The proposed Bridge will span up to approximately 70 feet with the preferred configuration of one span. It will have a precast pre-stressed concrete superstructure to avoid pouring large amounts of concrete over a waterway and to accelerate the Bridge construction process. The structural section will probably be a precast pre-stressed voided slab. Abutments will be constructed of reinforced cast in place concrete and will be set behind the existing abutments that act as the creek channel walls. The existing abutments will remain in place. The new abutments will be supported on concrete piles. As soil conditions are unknown, a determination regarding the type of pile (driven or cast in drilled hole) has not been made.

Initials:

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**San Pablo Ave. Bridge Replacement over Rodeo Creek Project
Environmental Technical Studies**

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C. Environmental Compliance:

The Project is federally funded, which requires special environmental assessments and studies pursuant to the following environmental laws and regulations: National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Clean Water Act, the Porter-Cologne Water Quality Act, and the State and Federal Endangered Species Acts, the USACE manual for determining the hydraulic, soils and vegetation parameters for wetlands, and with the standards and protocols as set forth in California Department of Transportation (Caltrans) Requirements

D. Project Schedule:

The Project is on an accelerated schedule. Contractor will provide required environmental assessments to ensure environmental compliance necessary for the Project. County will contact Contractor within two (2) working days of contract approval to commence environmental work identified in Section III. Contractor Scope of Services.

III. CONTRACTOR SCOPE OF SERVICES

Contractor will assess the biological and cultural resources and potential noise, traffic, and hazardous waste impacts to ensure environmental compliance services for the San Pablo Avenue Bridge Replacement over Rodeo Creek Project (Project), in accordance with the standards and protocols as set forth in the NEPA, CEQA, the Clean Water Act, the Porter-Cologne Water Quality Act, State and Federal Endangered Species Acts, and the USACE manual for determining the hydraulic, soils and vegetation parameters for wetlands. Contractor will prepare a Phase I Initial Site Assessment, Traffic Study, Noise Study, and Optional Phase II studies and report in accordance with the latest Caltrans requirements and all applicable local, state, and federal requirements.

A. TASK WORK SUMMARY:

As detailed in this Contract, Contractor will provide County with the following environmental analysis services and provide associated reports to ensure environmental compliance of the Project.

Preliminary Tasks	Assessment/Study Limits, Basemap, Meetings, Reports, & Meetings
Task 1	Conduct Literature Search and Biological Site Assessment and Wetland Delineation Survey
Task 2	Prepare Natural Environment Study/Biological Assessment (NES/BA)
Task 3	Conduct Literature Search and Historical Assessment
Task 4	Prepare Historic Property Survey Report (HPSR)
Task 5	Conduct Noise Study

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Environmental Technical Studies**

County Project No.: 0662-6R4005
Federal Aid Project No.: BRLS-5928(067)

Preliminary Tasks	Assessment/Study Limits, Basemap, Meetings, Reports, & Meetings
Task 6	Prepare Noise Report
Task 7	Conduct Phase I Initial Site Assessment
Task 8	Prepare Phase I Initial Site Assessment Report
Task 9	Conduct Traffic Study
Task 10	Prepare Traffic Report
Task 11	Mapping/GIS Support
Task 12	Optional Phase II Studies
Task 13	Optional Phase II Reports
Task 14	Project Management
Task 15	Prepare Final Report-Utilization of Disadvantaged Business (DBE), First-Tier Subcontractors

B. TECHNICAL REPORTS / DOCUMENT SUMMARY

Contractor will prepare the following technical documents.

1. Natural Environmental Study (NES) report to include a wetland delineation, water quality assessment and discussion of impacts from tree removal.
2. Biological Assessment report for consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) for Section 7 consultation in accordance with the Federal Endangered Species Act (FESA)
3. Historic Property Survey Report (HPSR)
4. Noise Report
5. Phase I Initial Site Assessment Report
6. Traffic Report
7. Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

*[See Section IV. Schedule (Table) for timelines for all Reports]

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C. PRELIMINARY TASKS:

Contractor will provide the following services:

1. Attend a Project kick-off meeting with County to discuss Project details, access needs, schedule, electronic base map requirements, integration of Project plan preparation with the results of environmental studies, and any relevant resource documentation and/or information.
2. Attend up to three (3) other meetings upon request from County. County will notify Contractor within 24 hours of any meeting that will require Contractor's attendance.
3. Biological Study Limits: Contractor will coordinate with County to define and develop the Biological Study Area (BSA) for the Project.
4. Basemap: Contractor will prepare a Project basemap in GIS format (ESRI ArcGIS10) to be used as the basis for the Biological Assessment (BA), NES, wetland delineation map layers, and cultural resources reports. Contractor will provide either the baseline aerial photograph or use photography provided by County in ArcGIS format (ESRI ArcGIS10).

D. TASK WORK

Task 1—Conduct Literature Search and Biological Site Assessment

Contractor will review existing literature and databases to determine the habitats and potential wildlife issues that may be present at the Project Site and BSA. As used in the Contract, the term "Project Site" means areas of temporary and permanent direct impacts including staging areas.

Contractor will conduct a biological resource assessment in compliance with standard biological document formats. County will provide Contractor Site plan maps to identify the locations for all work to be done, prior to commencing work.

1. Literature Search and Data Review

- a) Prior to the Project Site visit, Contractor will conduct a search of the California Department of Fish and Game (CDFG), California Natural Diversity Database (CNDDDB), the California Native Plant Society database, the USFWS list, County list, NMFS lists, and associated United States Geological Service (USGS) quadrangles list to determine which protected species, communities and/or critical habitat may potentially occur in the vicinity of the Site.
- b) As used in the Contract, the term "Project Area" means the area around the Project Site that has potential resources that the Project may affect. A given project may have an indirect impact on the surrounding project area.

Contractor will contact local and/or agency biologists regarding known occurrences of listed species (endangered, threatened, or rare) in the vicinity of the Project Area, pursuant to Federal and State Species lists. Local and regional plans, policies and ordinances will be reviewed as necessary. The presence or absence of potentially occurring listed species (endangered, threatened, or rare) and communities and the Site's habitat suitability will be evaluated by Contractor during Site assessments. Based on this search and a review of other CDFG lists and publications, Contractor will generate a list of potential species (endangered, threatened, or rare) present in the Project Area.

Initials:

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(Signature)
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2. Biological Site Assessment

- a) Contractor will conduct a Project Site visit of the entire BSA. The Site will be traversed on foot to assess habitat suitability for special status plant and wildlife species, creek, inaccessible areas (creek) will be visually inspected. Special status species are defined as those listed by the CDFG, USFWS and/or the NMFS as either endangered, threatened, candidate, or other locally protected sensitive species. If any special status species are observed, Contractor will report these findings and identify their location(s) on a Project Area base map. The Site assessment will be completed in accordance with the deadlines set forth in Section IV (Schedule) of this contract.
- b) Potential use of the Site by State and Federally listed species will be ranked as either "*Not Present*", "*Unlikely*", "*Moderate*", or "*High*" depending upon the suitability of the habitat or proximity of any known records uncovered in the database search. CDFG protocol-level surveys for wildlife may be necessary. If additional work is necessary it can be conducted at the request of County at additional cost.
- c) If any special status species are encountered, Contractor will report the findings immediately to County and submit a map identifying the populations and/or occurrences on Project Area base maps using aerial photography and/or GPS units, within 2 days of any occurrence. Adjacent land uses and photographs of any relevant features at the site will be addressed during the Site visit.

3. Wetland Delineation:

- a) Contractor will conduct a wetland delineation survey to map the extent of waters of the U.S. and State, in accordance with state and federal guidelines (i.e. using the USACE protocols for the Arid West) to determine appropriate regulatory jurisdiction for the USACE, San Francisco Bay Regional Water Quality Control Board (RWQCB), and the CDFG.
- b) The delineation will identify existing waterways and wetland features that may be considered jurisdictional by the USACE, CDFG, and the RWQCB throughout the BSA. The resulting data will be overlain on an aerial photograph in ArcView GIS to generate a jurisdictional map.
- c) The boundaries of wetlands will be mapped on an aerial photograph and location data will be collected with a GIS-grade GPS unit. The resulting data will be overlain on an aerial photograph in ArcView GIS. Results of the wetland delineation will be included within the NES. The results of the wetland delineation will be incorporated into the NES; a separate wetland delineation report will not be required. If a separate report, and/or verification and consultation with the USACE are required, the work can be completed at County's request at additional cost.

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4. Water Quality Analysis:

- a) Contractor will conduct a water quality analysis to characterize Project Area conditions including defining aquatic features according to state and federal definitions, and identifying significant biological communities, values, and constraints associated with those features.
 - b) The water quality analysis will identify any potential Project construction related impacts to identified biological systems or to downstream sedimentation and suggest Best Management Practices (BMPs) to address those impacts.
 - c) The results of the water quality analysis will be incorporated into the NES.
5. **Tree Removal:** Contractor will conduct an analysis of proposed tree removal with focus on biological impacts and a brief discussion of visual impacts. Tree removal discussion will identify the number, size, and type of tree to be removed and replaced if any. County will provide Contractor with planned tree removal and replacement information.
6. **Notification:** Contractor will notify County of findings within two (2) days of completion of the assessment. Findings will be incorporated into the NES/BA as appropriate.

Task 2-Prepare Natural Environment Study/Biological Assessment (NES/BA)

The Project is federally funded and will require biological studies in accordance with Caltrans requirements. Contractor will prepare an NES that describes the existing biological environment and how the Project will affect that environment. Contractor will prepare a BA in accordance with the FESA for Section 7 consultation. The reports will follow Caltrans' most recent guidance and document formats and will reflect the results of the literature search, and Site assessment efforts. These reports will incorporate avoidance, minimization, and mitigation strategies to meet the FESA requirements for impacts to federally listed species and the habitats upon which they depend.

1. Required Assessments

- a) **Natural Environment Study:** Contractor will prepare an NES report following Caltrans' most recent guidance and document formats. The NES report will include a map of all sensitive biological resources and noxious weed infestations identified within the BSA and a complete list of all wildlife and plant species encountered during the surveys. The NES will incorporate the biological Site assessment, wetland mapping, tree removal analysis, and water quality analysis conducted by Contractor. The NES will reach a conclusion about the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any special-status species. The NES will include a biological resources habitat map showing the impact areas overlain on Project Site boundaries.
- b) **Biological Assessment:** The BA will address all federal special status species in support of Caltrans NES and for FESA Section 7 consultation. The BA will be prepared according to the most recent Caltrans BA format. The BA will include the results of the reconnaissance-level field survey. The BA will include avoidance, minimization, and compensation

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measures, as necessary, for all federally-listed species that have the potential to be directly or indirectly affected by the Project. These measures will be developed in coordination with County, Caltrans, National Oceanic and Atmospheric Administration (NOAA), and USFWS. The BA, like the NES, will reach a conclusion about the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any federally-listed species. The BA will include a biological resources habitat map showing the impact areas overlain on Project boundaries.

- c) Contractor will submit both draft and final reports within the deadlines set forth in Section IV (Schedule) of this contract.

2. Method

- a) The wildlife information collected from the Site assessment and the database research will be used in preparation of the Biological Assessment report. The document will address all federal special status species that occur or have potential to occur in the Project Area. Contractor will recommend Project impact avoidance, minimization, and mitigation measures that are appropriate for each species determined to be present or which has the potential to occur within the Project Area.
- b) Contractor will utilize aerial photographs, GIS data and topographic maps to match lines provided by Project team members for species distribution maps (using AutoCAD and/or ArcView GIS software). Maps created by Contractor for inclusion in the reports will show the location and extent of plant communities, wildlife habitats, particularly special status species, and sensitive habitats.

3. Assumptions

- a) No rights of entry to properties at or adjacent to the Project are assumed necessary. All work will be confined to property owned by Contra Costa County. Otherwise, County will coordinate and provide access permits (rights of entry) if needed for survey work with the understanding that this may impact the schedule.
- b) Protocol level wildlife and plant surveys are not expected to be necessary and are not proposed. If protocol level surveys for special status species are required, Contractor will conduct them at County's request for an additional fee.
- c) County engineers and/or consultants will be available to provide design information as available to assess impacts. Information expected to be needed includes Project disturbance footprint, staging area locations, types of materials to be used, and information on proposed pile types and pile driving activities that will be needed to assess construction impacts.
- d) Only one BA will be prepared to cover all federally listed species. If specialized reports are required for separate agencies, i.e. NOAA and USFWS, resulting in multiple versions of the BA, additional versions may be prepared at added cost and may impact report deadlines.

Initials:

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4. Report Deadlines

Contractor will prepare and submit all reports according to Section IV (Schedule) and summarized as follows:

a) Administrative (Admin) Draft Documents (for submittal to County):

Within nine weeks of County notice to proceed, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Admin Draft NES/BA report.

b) Revised Administrative Drafts:

Within two (2) weeks of receiving County comments to the Admin Draft NES/BA document, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Revised Admin Draft NES/BA report.

c) Draft Documents (for submittal to Caltrans) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft NES/BA report contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft NES/BA report.
- Five (5) hard copies of Draft NES/BA report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, Contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL NES/BA report.
- One (1) PDF electronic copy of FINAL NES/BA report.

Task 3-Conduct Literature Search and Historical Assessment

1. Literature Search and Data Review

Contractor will conduct all cultural resource analysis in accordance with Caltrans National Historical Preservation Act Section 106 Guidelines, and as follows:

- a) Conduct research as necessary and appropriate at the Northwest Information Center (NWIC) and other pertinent sources. The records search will encompass the entire Area of Potential Effect (APE). In accordance with Caltrans policy, the search will include a 1-mile buffer area around Sites and surveys. Site records will be obtained for sites within ¼ mile of the Project Area.
- b) Pursuant to Caltrans requirements, the Project's potential vertical disturbance will be assessed for the potential to affect buried archaeological resources that could qualify as historic properties. A field survey of the APE will be conducted to determine the potential for and/or presence of cultural resources.

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- c) Conduct public participation: Contractor will send out letters regarding the Project to parties interested in historic architectural resources and collect responses in accordance with Section 106 requirements.
 - d) Contact the Native American Heritage Commission: Contractor will contact the California Native American Heritage Commission (NAHC) for review of its Sacred Lands File and a list of individuals and groups it believes should be contacted. Contractor will prepare letters to those identified by the NAHC to request any specific information or concerns they might have regarding the Project Area. Up to two follow-up phone calls will be made to each recipient pursuant to Caltrans requirements.
 - e) A geomorphological study will be conducted and will be comprised of a literature review and site visit.
 - f) Contractor will notify County within 24 hours if any historical resources are identified.
2. Contractor will conduct literature review and Site evaluation according to Section IV (Schedule) in this Contract.

Task 4-Prepare Historic Property Survey Report (HPSR)

- 1. Contractor will prepare a Historic Property Survey Report (HPSR) according to the most recent Caltrans format. The report will include the Project description, mapping, description of the APE, and document any potential Project effects on any historic property/properties. The information collected from the Site assessment and literature and database searches will be used in preparation of the report. Contractor will include all pertinent supporting documents which serve to describe the results of survey. Attached to this report will contain a brief memorandum documenting the results of record searches, Native American contacts, and the survey described above.
- 2. **Assumptions**
 - a) No rights of entry will be necessary. If unforeseen circumstances make rights of entry necessary, County will coordinate and provide access permits with the understanding that this may impact the schedule.
 - b) Caltrans' Statewide Historic Bridge Inventory Update of 2006 lists San Pablo Bridge over Rodeo Creek (Bridge #28C-0071) as Category 5 ("not eligible for the National Register of Historic Places"); therefore no further evaluation of the bridge is assumed. A Historic Architecture Survey Report (HASR), Archeological Survey Report (ASR), and/or Historic Resource Evaluation Report (HRER) are not required.
 - c) It is assumed that no Native American human remains will be located within the Project Site, no meetings or field visits with Native Americans will be necessary and no artifact collection or curation will be required.
 - d) The Project Site does not extend beyond the APE shown in the Request for Proposal (RFP).
 - e) The geomorphological study will be comprised of a Project literature review and Site visit and examination of the soil and substrate will not be necessary.

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3. Report Deadlines

Contractor will prepare and submit all Project reports according to Section IV (Schedule) and summarized as follows:

a) Administrative (Admin) Draft Documents (for submittal to County):

Within nine weeks of County notice to proceed, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Admin Draft HPSR report.

b) Revised Administrative Drafts:

Within two (2) weeks of receiving County comments to the Admin Draft HPSR document, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Revised Admin Draft HPSR report.

c) Draft Documents (for submittal to Caltrans) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft HPSR report contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft HPSR report.
- Five (5) hard copies of Draft HPSR report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, Contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL HPSR report.
- One (1) PDF electronic copy of FINAL HPSR report.

Task 5-Conduct Noise Study

The noise technical study will assess the Project for impacts under CEQA and NEPA. The post-construction alignment, capacity, volume, and average speed of all roads will remain the same as pre-construction conditions (no permanent changes); therefore only potential temporary construction impacts will be addressed in the Noise Study. Analysis of construction impacts will include Detour Option 1 and Detour Option 2. The Contra Costa County General Plan and County Noise Ordinances will be used to evaluate the Project's potential construction impacts in accordance with CEQA. For NEPA, impacts will be analyzed according to guidance contained in the Caltrans (TENS) "Construction Noise Impacts" section. The Noise Study will include an analysis of the two traffic detour options ("Detour Option 1" and "Detour Option 2", respectively), and impacts from potential pile driving on the surrounding area and biological community in Rodeo Creek.

1. Contractor will conduct the Noise Study as follows:

- a) Identify potential sensitive receptors (including along Detour Options 1 and 2) and with the assistance of Contractor biologist, noise sensitive habitat or species in the area (if any).

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- b) Establish a baseline for the existing noise environment. Existing noise levels will be measured, consisting of up to two to three long term measurements (two to five days in length) and four to six short term measurements. These locations would be along the existing roadway and the proposed detour route.
- c) Assess the potential impacts from pile driving on the natural environment, both airborne and potential underwater noise propagation.
- d) Assess the Project's impacts in accordance with the Contra Costa County General Plan and the existing noise ordinances.

Task 6-Prepare Noise Report

1. Contractor will prepare a noise report summarizing the results of the noise study according to Caltrans standards. The noise report will also include the following:
 - a) Recommended measures to reduce the Project's construction noise impacts to both the community and the natural environment if construction impacts are significant or potentially significant with regard to the General Plan and noise ordinance criteria.
 - b) Compare potential noise impacts between Detour Option 1 and Detour Option 2.
 - c) The report will describe the potential noise impacts and mitigation measures applicable to this Project.
2. Contractor will submit both draft and final reports within the deadlines set forth below and in Section IV (Schedule) of this Contract.
3. Assumptions
 - a) The recently released (May 2011) Caltrans Traffic Noise Analysis Protocol will apply to this Project. The Project is not a "Type 1" project as defined by 23 CFR 772 and, as such, is not subject to the requirements to address traffic noise from operation of the roadways. No rights of entry will be necessary. All work will be confined to property owned by County. Otherwise, County will coordinate and provide access permits (rights of entry) if needed for survey work with the understanding that this may impact the schedule.
 - b) County will provide design information as available to assess impacts. Information that will likely be needed includes proposed pile types and pile driving activities that will be needed to assess construction impacts. Contractor is not expected to make Project design estimates.
4. Report Deadlines

Contractor will prepare and submit all reports according to Section IV, Schedule and summarized as follows:

- a) Administrative (Admin) Draft Documents (for submittal to County):
Within nine weeks of County notice to proceed, Contractor will prepare and submit to County, the following:
 - One (1) electronic copy (using Microsoft Word) of Admin Draft Noise report.

Initials:


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b) Revised Administrative Drafts:

Within two (2) weeks of receiving County comments to the Admin Draft Noise document, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Revised Admin Draft Noise report.

c) Draft Documents (for submittal to Caltrans) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft Noise report Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft Noise report.
- Five (5) hard copies of Draft Noise report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, Contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL Noise report.
- One (1) PDF electronic copy of FINAL Noise report.

Task 7-Conduct Phase I Initial Site Assessment

1. Contractor will conduct an Initial Site Assessment (ISA) based on review of publicly available records and interviews with site personnel if sites are identified with potential for hazardous waste or materials. The ISA will follow the procedures and tasks recommended by Chapter 10 of the Caltrans Standard Environmental Reference-Hazardous Materials, Hazardous Waste and Contamination Document and with the ASTM Standard Practice E 1527-05. The ISA will be consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. Contractor will conduct the ISA as follows:

- a) Order an environmental risk data radius report from Environmental Data Resources, Inc. (EDR)
- b) Review agency files as necessary, including the RWQCB electronically via the GeoTracker website, Department of Toxic Substances Control (DTSC) via the Envirostor website, Contra Costa County Environmental Health Department, and the local Building Department.
- c) If needed, historical aerial photographs, topographic maps, and Sanborn Insurance Maps will be reviewed if available.
- d) Conduct a Site reconnaissance visit.
- e) Conduct observations and interviews regarding current Site usage and conditions including: presence of hazardous substances, petroleum products, hazardous wastes, non-hazardous wastes, and wastewater associated with roadway uses, existing utilities and demolition of the bridge.
- f) Observations and interviews regarding usage of adjoining and surrounding area properties and the likely impact of known or suspected releases of hazardous substances or petroleum products from those properties on to the Project Site.

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Task 8 - Prepare Phase I Initial Site Assessment

1. Contractor will prepare a Phase I ISA report based on the findings of the investigation activities outlined above. The report will include the radius report, aerial photographs, topographic maps, captioned field photographs as needed, and copies of other relevant information collected during the investigation. The report will come to a conclusion regarding impacts and provide recommendations to reduce impacts. If the results of the Phase I ISA warrant soil testing and a Phase II ISA, the Contractor will perform Phase II work at County's request at an additional cost (see Task 12, Optional Task).
2.). The Phase I ISA report will include the following:
 - a) Potential environmental liability to County from past and/or current Site activities.
 - b) Potential environmental liability to the Site from properties adjacent to the Site.
 - c) Potential environmental liability resulting from bridge demolition.
 - d) Additional field investigation recommendations involving sampling and analysis, if needed.
 - e) Contractor will submit both draft and final reports within the deadlines set forth in the Section IV (Schedule) of this Contract.

2. **Assumptions**

- a) No rights of entry will be necessary. If unforeseen circumstances make rights of entry necessary, County will coordinate and provide access permits with the understanding that this may impact the schedule.
- b) Subsurface testing or evaluation of soils or other materials will not be necessary. If the results of the Phase I ISA warrant soil testing and a Phase II ISA, the Contractor will perform Phase II work at County's request at an additional cost (see Task 12, Optional Task).

3. **Report Deadlines**

Contractor will prepare and submit all reports according to Section IV (Schedule) and summarized as follows:

- a) Administrative (Admin) Draft Documents (for submittal to County):

Within nine weeks of County notice to proceed, Contractor will prepare and submit to County the following:

 - One (1) electronic copy (using Microsoft Word) of Admin Draft ISA report.
- b) Revised Administrative Drafts:

Within two (2) weeks of receiving County comments to the Admin Draft ISA document, Contractor will prepare and submit to County, the following:

 - One (1) electronic copy (using Microsoft Word) of Revised Admin Draft ISA report.

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c) Draft Documents (for Caltrans submittal) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft ISA report, Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft ISA report.
- Five (5) hard copies of Draft ISA report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, Contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL ISA report.
- One (1) PDF electronic copy of FINAL ISA report.

Task 9 – Conduct Traffic Study

1. Contractor will conduct a traffic study to assess potential Project construction related traffic impacts. The traffic study will assess the location, length, and duration of detours and surrounding land uses and determine potential impacts. The post-construction alignment, capacity, volume, and average speed of all roads will remain the same as pre-construction conditions (no permanent changes); therefore only temporary construction impacts will be addressed in the traffic study. Contractor will conduct the traffic study as follows:
2. Contractor will collect morning and afternoon peak hour movement counts at the following intersections that are assumed most affected by construction traffic:
 - a) San Pablo Avenue/Parker Avenue (for assessment of Detour Option 2)
 - b) 1st St/Parker Avenue
 - c) 1st St/John Street
 - d) 1st St/Railroad Avenue
 - e) Railroad Avenue/San Pablo Avenue
3. Contractor will assign the existing traffic volumes to various study intersections based on the proposed detour route and use Synchro traffic analysis software to analyze existing peak hour level of service (LOS) at the intersections. Contractor will also analyze peak hour LOS at the study intersections with detoured traffic. If the LOS degraded to an unacceptable level, Contractor will develop mitigation measures to reduce the temporary traffic impact as necessary.

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Task 10-Prepare Traffic Report

Contractor will summarize the information from the traffic study in a technical memorandum in accordance with Caltrans requirements.

1. Report Deadlines

Contractor will prepare and submit all reports according to Section IV (Schedule) and summarized as follows:

a) Administrative (Admin) Draft Documents (for submittal to County):

Within nine weeks of County notice to proceed, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Admin Draft Traffic report.

b) Revised Administrative Drafts:

Within two (2) weeks of receiving County comments to the Admin Draft Traffic document, Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of Revised Admin Draft Traffic report.

c) Draft Documents (for submittal to Caltrans) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft Traffic report Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft Traffic report.
- Five (5) hard copies of Draft Traffic report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL Traffic report.
- One (1) PDF electronic copy of FINAL Traffic report.

Task 11- Mapping/GIS Support

1. Contractor will utilize aerial photographs, GIS data and topographic maps to match lines that have been provided by Project team members for preparation of wetland delineation using AutoCAD and/or ArcView GIS software. Maps created by Contractor for inclusion in the reports will show the location and extent of delineated wetlands, waters, land cover types, habitat elements, and significant cultural features.

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2. Contractor will undertake mapping tasks to accomplish wetland mapping and prepare other necessary maps for Project tasks. For example:
 - a) Upon receipt of a digital basemap from County, complete data conversion to AutoCAD / GIS file conversion, aerial photo alignment, resolve potential projection discrepancies, and confer with County engineers; and
 - b) Download and differentially correct GPS data, convert data to AutoCAD / GIS (multiple GPS downloads for multiple field days); and
 - c) Digitize and connect wetland data with GPS wetland data.
 - d) Prepare maps in support of the required studies: Note-This does not include an APE map; County will prepare APE map and provide to Contractor.

Task 12-Optional Task: Phase II Studies

Contractor will conduct Phase II ISA Studies on approval from County and Caltrans. Contractor will submit a revised proposal and cost estimate based on findings of the Phase I ISA to establish what if any additional work is necessary. The following scope of work and the Phase II ISA related cost submittal included in Attachment 1 of Appendix A, are estimates based on preliminary information and will only be conducted if County approves a Phase II Study.

1. Lead and Asbestos Testing: In support of obtaining a demolition permit from the Air Quality Management District, Contractor will evaluate the following:
 - a) Lead and chromium based paint on the Bridge.
 - b) Lead and asbestos containing materials (ACM) on the Bridge and sewer line insulation.
2. If Phase I results indicate that soil testing and/or additional evaluation is warranted, contractor will conduct additional Phase II studies pursuant to Phase I results and according to industry standards. If soil sampling is needed, Contractor will develop a field work plan for review and acceptance by County. The preliminary cost estimate was based on six boring locations.
3. Phase II Studies were estimated to include the following potential issues:
 - a) Bridge demolition for:
 - worker safety
 - obtaining a demolition permit from the Air Quality Management District
 - b) Site soil for on- or off-Site reuse and/or off-Site disposal and for Site worker protection needs, if any.
4. Based on preliminary information, in order to assess potential environmental issues, the following analyses would be evaluated.
 - a) Lead and chromium based paint on the Bridge.
 - b) Asbestos containing materials (ACM) on the Bridge and water line insulation.

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- c) Aerially deposited lead from automotive combustion of leaded gasoline
- d) California Assessment Manual (CAM 17) metals, including lead.
- e) Total Petroleum Hydrocarbons (TPH) as: gasoline, diesel, and motor oil.
- f) Naturally occurring asbestos (NOA) in the soil.

5. Anticipated Subtasks

- a) Work Plan – Contractor will develop a field work plan for review and acceptance by County.
- b) Health and Safety Plan: Contractor will develop a site specific health and safety plan for Site personnel. This plan will include Job Safety Analyses.
- c) Scheduling, Mobilization and Utility Clearance: Contractor will coordinate scheduling (e.g., utility location service, laboratory), as well as obtain necessary supplies e.g. sample bottles, ice chests etc. Contractor will notify Underground Service Alert (USA) a minimum of 48 hours before the start of the planned boring locations. County will provide right of entry to the property (the street). Rights of entry to private properties are not anticipated. County will provide encroachment permits for closing the street and sidewalks at no charge to Contractor.
- d) Field Work: Contractor will conduct the soil sampling per the agreed upon work plan. Field work is expected to take two days. Groundwater samples will be collected and analyzed if encountered in the borings. Once groundwater is encountered the boring will be terminated at that depth. At the end of the sampling day, the boring locations will be backfilled. Excess soil from the borings and water from the decontamination activities will be put into appropriate containers, then sampled and analyzed for off-Site disposal. The containers will be stored at a location specified by County, until they can be disposed of. If the investigation derived waste (IDW) is hazardous, County will provide an EPA ID number for the disposal and sign the waste manifests as the generator.

6. Laboratory Analyses

The cost estimate is based on the assumption that one half of the soil samples initially submitted for analysis will be analyzed for CAM 17 metals and the other half for lead analysis.

7. Limitations:

Due to access and safety concerns, Contractor will not collect samples from below the Bridge that involve entering the creek channel. (No samples will be collected from under the bridge.)

- 8. Assumptions: County will provide access and encroachment permits, if needed, to the Site to be sampled, including street and sidewalks.

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Task 13 – Optional Task: Phase II Reports

Contractor will only conduct optional Phase II Studies on approval from County and Caltrans. Contractor will submit a revised proposal and cost estimate based on findings of the Phase I to establish what if any additional work is necessary. The following scope of work and the associated cost submittal included in Appendix A, are estimates based on preliminary information.

1. Contractor will prepare a Phase II Report in accordance with the results of the Phase I, industry standards, and Caltrans requirements. The report will come to a conclusion regarding impacts and provide recommendations to reduce impacts.
2. The Phase II report will include an analysis of lead and asbestos.
3. Contractor will develop and prepare a Site specific health and safety plan for Site personnel. This plan will include Job Safety Analyses.
4. **Report Deadlines**

Contractor will prepare and submit all reports according to Section IV, Schedule and summarized as follows:

a) Administrative (Admin) Draft Documents (for submittal to County):

Within nine weeks of County notice to proceed, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Admin Draft Phase II report.

b) Revised Administrative Drafts:

Within 10 working days of receiving County comments to the Admin Draft Phase II document, Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of Revised Admin Draft Phase II report.

c) Draft Documents (for submittal to Caltrans) (assumed two revisions)

Within two weeks of receiving Caltrans comments to the Revised Draft Phase II report Contractor will prepare and submit to County the following:

- One (1) electronic copy (using Microsoft Word) of the Draft Phase II report.
- Five (5) hard copies of Draft Phase II report.

d) Final Documents:

Within two weeks of receiving notification from the County that reports are acceptable to final, contractor will prepare and submit to County the following:

- Five (5) hard (bound) copies of FINAL Phase II report.
- One (1) PDF electronic copy of FINAL Phase II report.

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Task 14- Project Management

This task will be continuous for the term of the Project and will involve overall management of Project team resources, as well as contract administration. In addition to these typical project management efforts it is anticipated that Contractor will assist the Department with the interaction with Caltrans District 4 Local Assistance.

Tasks include:

1. Client communication and meetings;
2. Oversight of the Team;
3. Budget and schedule management;
4. Preparation and review of project invoices; and,
5. Management of the project QA/QC tasks
 - a) Meetings –Up to four, 2-hour meetings with County, including a kick-off meeting to discuss the Project description and expectations. Short (approximately 20 minutes) bi-weekly Project meetings via conference call. Other meeting can be set as needed. Meetings will attended by Contractor's Project manager and Project staff as needed.
 - b) QA/QC – All documents will be subject to Contractor's quality management program. Each deliverable (including subcontractor reports) will go through an Independent Technical Review (ITR). The ITR process consists of a thorough technical review of each work product by a qualified peer or senior level reviewer.

Task 15-Final Report Utilization of Disadvantaged Business Enterprise (DBE):

Pursuant to Caltrans requirements, Contractor will prepare a Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors.

1. DBE Report:

Contractor will complete and submit Caltrans Local Assistance Procedure Manual Exhibit 17-F (Exhibit 17-F) Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Retention will not be released until all work is verified complete by County, Contractor has submitted Exhibit 17-F to County, and County has approved this exhibit.

2. Report Deadlines:

Within two (2) weeks of request by County, Contractor will submit the following to County:

- a) One (1) original signed Local Assistance Procedure Manual Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, and;
- b) Three (3) copies of Exhibit 17-F Final Report

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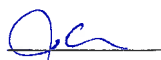
IV. Schedule

Reports will be submitted as described above and Summarized in Table 1, Report Deadlines

A. Table 1: Report Deadlines

TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 1 – Conduct Literature Search and Biological Site Assessment and Wetland Delineation Survey		
Conduct Literature Search, and Site Assessment.	N/A	Complete within five (5) weeks of County approval to start work.
Task 2 - Prepare Natural Environment Study/Biological Assessment (NES/BA)		
Prepare NES and BA reports.	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions according to County Comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final reports.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 3 – Conduct Literature Search and Historical Assessment		
Conduct Literature Search, and Site Assessment.	N/A	Complete within six (6) weeks of County approval to start work.
Task 4-Prepare Historical Survey Report (HPSR)		
Prepare HPSR report	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions to HPSR report according to County comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions to HPSR report according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final HPSR report.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to make final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 5 – Conduct Noise Study		
Conduct Noise Study	N/A	Complete within five (5) weeks of notice to proceed of County approval to start work.
Task 6 - Prepare Noise Report		
Prepare Noise Report	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions to Noise Report according to County comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions to Noise Report according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final Noise Report.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 7 - Conduct Phase I Initial Site Assessment		
Conduct Literature and Data base review, and interviews.	N/A	Complete within five (5) weeks of County approval to start work.
Task 8 - Prepare Phase I Initial Site Assessment Report		
Prepare Phase I ISA.	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions to Phase I ISA according to County comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions to Phase I ISA according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final Phase I ISA.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 9 –Conduct Traffic Study		
Conduct Traffic Study	N/A	Complete within five (5) weeks of County approval to start work.
Task 10 - Prepare Traffic Report		
Prepare Traffic Report.	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions to Traffic Report according to County comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions to Traffic Report according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final Traffic Report.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 11 - Mapping / GIS Support		
Mapping and GIS support	As needed in support of other task analysis and products	As needed in support of other task analysis and products
Task 12 - Optional Task - Conduct Phase II Studies		
Conduct Phase II Studies	N/A	Complete within five (5) weeks of County approval to begin optional Phase II work.
Task 13 – Optional Task - Prepare Phase II Reports and Documentation		
Prepare Phase II Documentation and Reports	Submit drafts within nine (9) weeks of County's notice to proceed.	N/A
Make revisions according to County Comments.	Submit revised drafts to County within two (2) weeks of receipt of County comments.	N/A
Make revisions according to Caltrans comments.	Submit revised drafts to County within two (2) weeks of receipt of Caltrans comments.	N/A
Finalize and submit electronic and hard copy final Phase II Documentation and Reports.	N/A	Submit electronic and hard copy Final Reports to County within two (2) weeks of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 14 – Project Management		
This task will be continuous for the life of the project.		No Report due.
Task 15-Prepare Final Report Utilization of Disadvantaged Business Enterprise (DBE)		
Submit Caltrans Local Assistance Procedure Manual Exhibit 17-F (Exhibit 17-F) Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors.	N/A	Within two (2) weeks of request by County.

V. PERFORMANCE STANDARDS

Contractor will perform environmental compliance services in accordance with the standards and protocols as set forth in California Department of Transportation (Caltrans) Requirements, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the Clean Water Act, the Porter-Cologne Water Quality Act, the State and Federal Endangered Species Acts, and the 1987 US Army Corps of Engineers (USACE) manual for determining the hydraulic, soils and vegetation parameters for wetlands, or any other industry standard technical specifications, calculations, and cost estimates, referenced in Section III (Scope of Services).

VI. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that this Contract is not exclusive and that County may, at any and all times during the term of this Contract, obtain environmental compliance services and other types of services from any appropriate source.

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A. THE FOLLOWING SPECIAL CONDITIONS ARE HEREBY ADDED TO THE GENERAL CONDITIONS, IMMEDIATELY FOLLOWING SECTION 29, THEREOF, AND WHICH ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE, AS FOLLOWS:

30. Actual Cost-Plus-Fixed Fee / Payment Method. The method of payment for this Contract is specified hourly rate, not to exceed the Payment Limit specified in Section 4. Payment Limit of this Contract, without County's prior approval.
31. Payment. No payment will be made for any work prior to County's approval. Nor, will Contractor perform any work prior to County's approval of this Contract.
32. Payment Retention. County will retain five percent (5%) of each billing statement as security for the fulfillment of this Contract. County may release withheld funds as follows:
- a) County will release amounts retained with respect to work performed pursuant to Section III, Tasks 1 through 11, after the County department head or designee has determined that Contractor has satisfactorily completed required work pursuant to Contract Service Plan, Section III, Tasks 1 through 11 in accordance with this Contract, and Contractor has submitted final billing for those completed Tasks.
 - b) County will release amounts retained with respect to work performed pursuant to Section III, Optional Tasks 12 and 13, after the County department head or designee has determined that Contractor has satisfactorily completed optional work pursuant to Contract Service Plan, Section III, Optional Tasks 12 and 13 in accordance with this Contract, and Contractor has submitted final billing for those completed Optional Tasks.
33. Annual Hourly Rate Increase. Annually, in January of each year during the term of this Contract, beginning with January 2013, Contractor may request an increase in the hourly rates set forth in Attachment 1 to Appendix A / Payment Provisions. Any proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff, but shall not in any event represent an increase of more than 5% of current hourly rates. Contractor shall provide County with at least 30 days advance written notice of a proposed increase. Subject to approval by County's department head, or designee, the proposed increase will be effective 30 days following receipt of Contractor's request. If the County approves a proposed increase in hourly rates, the fringe benefit and indirect cost amounts charged by Contractor and set forth on Attachment 1 to Appendix A shall be increased correspondingly according to their respective percentages, but the fee (profit) will not be increased.

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34. Subcontractors: The County hereby consents to Contractor subcontracting with (i) **Y&C Transportation Consultants, Inc.**, (ii) **Illingworth and Rodkin, Inc.**, and (iii) **WRECO** (each, a "Subcontractor") for services that Contractor is to perform under this Contract, provided, that no Subcontractor's contract with Contractor may include hourly rates of pay for such Subcontractor staff that are greater than the rates set forth for such Subcontractor staff in Attachment 1 to Appendix A of this Contract, and County will only pay Contractor in respect of any Subcontractor rendered services at the hourly rates set forth for such Subcontractor staff in Attachment 1 to Appendix A of this Contract."
35. 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 County. Consultant shall retain, and make available to County in accordance with Section 3, 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.
36. Works Made for Hire: Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or formal, assembled or prepared by Contractor or Contractors' sub-contractor, Contractors, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Section 101, et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copy right and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyrighted protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works.

If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitations, and to authorize others to do so. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to County's operations which are designated confidential by County and made available to Contractor in order to carry out Contractor's work under this Contract or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

Initials:


Contractor


County Dept.

URS Corporation
San Pablo Ave. Bridge Replacement over Rodeo Creek Project
Environmental Technical Studies

County Project No.: 0662-6R4005
Federal Aid Project No.: BRLS-5928(067)

B. THIS PROJECT IS PARTIALLY OR FULLY FUNDED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT) FUNDS. THEREFORE, THE FOLLOWING ADDITIONAL PROVISIONS ARE INCLUDED TO THE GENERAL CONDITIONS;

- 37.** Federal Cost Principles and Procedures (Federal aid projects only). Contractor shall comply with the following provisions, which are incorporated into this Contract 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 organization set forth in OMB Circular A-110, if applicable to Contractor. In the event that payment is made to Contractor for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, Contractor shall refund the payment to County within 30 days of written request from County. Should Contractor fail to do so, and should County file legal action to recover the refund, Contractor shall reimburse County for all attorneys' fees, costs, and other expenses incurred by County in connection with such action.
- 38.** Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Contractor must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in the attached Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (UDBE) goal, Contractor must meet the UDBE goal by using UDBEs as subcontractors or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. Contractor's UDBE subcontractor commitment is the attached Exhibit 10-O1 and DBE subcontractor commitment is in the attached Exhibit 10-O2.
- 39.** Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this Contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee."

Initials:


Contractor


County Dept.

URS Corporation
San Pablo Ave. Bridge Replacement over Rodeo Creek Project
Environmental Technical Studies

County Project No.: 0662-6R4005
Federal Aid Project No.: BRLS-5928(067)

40. Prohibition of Expending Agency State or Federal funds for Lobbying

a) Certification. Contractor certifies to the best of Contractor's knowledge and belief that:

- 1) No state, federal or Agency appropriated funds have been paid, or will be paid by-or-on behalf of the Contractor 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 Contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) 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; the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b) Penalty for Failure to File Disclosure Form. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification 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 Sub-contractors. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Initials:


Contractor


County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Number _____

URS Corporation
San Pablo Ave. Bridge Replacement over Rodeo Creek Project
Environmental Technical Studies

County Project No.: 0662-6R4005
Federal Aid Project No.: BRLS-5928(067)

41. Debarment and Suspension Certification:

- a) Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.
- b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

42. Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and are incorporated herein.

Initials:


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County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, 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 applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

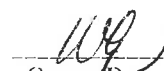
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor 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. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; 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 Contractor in this Contract, Contractor will indemnify,


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

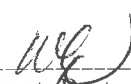
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not 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 written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.


Contractor


County Dept.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: Rates as specified in Appendix A, attached hereto.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept 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 Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: Ja
Contractor

ME
County Dept.

APPENDIX A

PAYMENT PROVISIONS

Professional Services Payment Rates & Personnel

Payment Provisions:

- A. County will pay Contractor at the hourly rates and other costs set forth in Attachment 1 to this Appendix A.
- B. Contractor will submit monthly invoices for services provided. All invoices will reference the project name and number and the time period of when work was performed (1st day through last day of the month). Invoices will specify employee classifications, rates, and hours, task, and description of the work performed.
- C. Payment of Fees shall will be listed as a separate line item and expressed as the lump sum agreed upon in Attachment 1 to this Appendix A.
- D. Contractor will submit any sub-contractor's invoices with Contractor's related invoice.

Initials:


Contractor


County/Dept.

Attachment 1 to Appendix A
1) Cost Summary

PRIME: URS			
RATES:			
Classification	Hours	Hourly Rate	Total
Principal Professional	19	\$80.00	\$1,520.00
Project Manager	124	\$65.00	\$8,060.00
Sr. Project Professional	14	\$45.00	\$630.00
Project Professional	162	\$40.00	\$6,480.00
Sr. Staff Professional	95	\$33.00	\$3,135.00
Staff Enviro Scientist	72	\$29.00	\$2,088.00
CAD/GIS Tech Illustrator	31	\$34.00	\$1,054.00
Editor/Word Proc.	53	\$40.00	\$2,120.00
Admin	24	\$32.00	\$768.00

Subtotal Direct Labor Costs: \$25,855.00
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$25,855.00

FRINGE BENEFITS	Rate (%)	Total
	42.86%	\$11,080.68

INDIRECT COSTS	Rate (%)	Total
Overhead/General /Administrative	76.96%	\$19,896.72
General and Administrative		\$0.00
TOTAL Indirect Costs:		\$19,896.72

FEE (Profit)	(flat fee)	\$5,976.00
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OTHER COSTS (Expenses)	Quantity	Rate	Total
Travel Costs:			
Car Rental and Fuel		\$75.00	\$225.00
Mileage (unit: miles)		\$0.55	\$200.00
		Subtotal:	\$425.00
Reproduction Costs:			
Black and White		0.15 pg	\$972.00
Color		1.00 pg	\$138.00
		Subtotal:	\$1,110.00
EDR Report and Record Search:			
EDR			\$645.00
Record Search			\$150.00
		Subtotal	\$795.00
TOTAL Other Costs (Expenses):			\$2,330.00

Attachment 1 to Appendix A
1) Cost Summary

SUBCONTRACTOR COSTS		
Y&C Transportation Consultants Inc.		\$11,002
Illingworth and Rodkin		\$8,890
WRECO		\$16,428
	TOTAL Subcontractor Costs:	\$36,320

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$25,855.00
Fringe Benefits:			\$11,080.68
Indirect Costs:			\$19,896.72
Fee (Profit)			\$5,976.00
Other Costs (Expenses):			\$2,330.00
Subcontractor Costs:			\$36,320
TOTAL			\$101,458.40

ROUNDED TOTAL:

\$101,458

OPTIONAL PHASE II TASK:

\$34,201

CONTRACT TOTAL with OPTIONAL PHASE II TASK:

\$135,659

Attachment 1 to Appendix A
1) Cost Summary

SUBCONTRACTORS:

1) Y&C Transportation Consultants Inc.

RATES:

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Engineer XII	18	\$89.00	\$1,602.00
Engineer X	4	\$76.20	\$304.80
Engineer III	54	\$34.00	\$1,836.00
Engineer I	10	\$27.00	\$270.00

Subtotal Direct Labor Costs: \$4,012.80
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$4,012.80

<u>FRINGE BENEFITS</u>	<u>Rate (%)</u>	<u>Total</u>
	40%	\$1,605.12

<u>INDIRECT COSTS</u>	<u>Rate (%)</u>	<u>Total</u>
Overhead/General and Administrative	65%	\$2,608.32
Total Indirect Costs:		\$2,608.32

<u>FEE (Profit)</u>	(Flat fee)	\$825.00
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<u>OTHER COSTS (Expenses)</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Travel Costs:		\$0.55	\$153.00
Mileage (unit: miles)			
Traffic Counts		At cost	\$1,750.00
Reproduction		At cost	\$18.14
Mail and Delivery		At cost	\$30.00
Total Other Costs (Expenses):			\$1,951.14

SUBTOTAL COSTS:

Total Direct Labor Costs:		\$4,012.80
Fringe Benefits:		\$1,605.12
Indirect Costs:		\$2,608.32
Fee (Profit)		\$825.00
Other Costs (Expenses):		\$1,951.14
ROUNDED TOTAL		\$11,002

Attachment 1 to Appendix A
1) Cost Summary

2) Illingworth and Rodkin

RATES:			
<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Sr. Consultant	40	\$49.57	\$1,982.80
Staff Scientist	48	\$24.01	\$1,152.48
Sr. Consultant	6	\$46.78	\$280.68
			\$0.00

Subtotal Direct Labor Costs: \$3,415.96

Anticipated Salary Increases: \$0.00

TOTAL Direct Labor Costs: \$3,415.96

<u>FRINGE BENEFITS</u>	<u>Rate (%)</u>	<u>Total</u>
	61%	\$2,070.41

<u>INDIRECT COSTS</u>	<u>Rate (%)</u>	<u>Total</u>
Overhead	44%	\$1,517.37
General and Administrative	28.87%	\$986.19
Total Indirect Costs:		\$2,503.56

FEE (Profit)	(flat fee)	\$800.00
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<u>OTHER COSTS (Expenses)</u>			
Travel Costs:			
Mileage (unit: miles)		\$0.55	\$100.00
Total Other Costs:			\$100.00

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$3,415.96
Fringe Benefits:			\$2,070.41
Indirect Costs:			\$2,503.56
Fee (Profit)			\$800.00
Other Costs (Expenses):			\$100.00
ROUNDED TOTAL			\$8,890

Attachment 1 to Appendix A
1) Cost Summary

3) WRECO			
RATES:			
Classification	Hours	Hourly Rate	Total
Principal Engineer	4	\$75.00	\$300.00
Supervising Engineer	12	\$62.00	\$744.00
Biologist	116	\$36.06	\$4,182.96
Associate Engineer	36	\$31.25	\$1,125.00
Administrative/Clerical	2	\$23.95	\$47.90

Subtotal Direct Labor Costs: \$6,399.86
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$6,399.86

FRINGE BENEFITS	Rate (%)	Total
	70%	\$4,489.50

INDIRECT COSTS	Rate (%)	Total
Overhead	32%	\$2,024.28
General and Administrative	26.00%	\$1,663.96
Total Indirect Costs:		\$3,688.24

FEE (Profit)	(flat fee)	\$1,460.00
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OTHER COSTS (Expenses)			
Travel Costs:			
Mileage (unit: miles)		\$0.55	\$190.00
Reproduction Costs:			
Black and White		0.05 pg	\$200.00
Color		0.1 pg	
Total Other Costs:			\$390.00

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$6,399.86
Fringe Benefits:			\$4,489.50
Indirect Costs:			\$3,688.24
Fee (Profit)			\$1,460.00
Other Costs (Expenses):			\$390.00
ROUNDED TOTAL			\$16,428

Attachment 1 to Appendix A
1) Cost Summary

PRIME: URS

OPTIONAL TASK - PHASE II STUDIES

RATES:	SUBTOTAL COSTS:		
Classification	Hours	Hourly Rate	Total
Principal Professional	1	\$80.00	\$80.00
Project Manager	17	\$65.00	\$1,105.00
Sr. Project Professional	3	\$45.00	\$135.00
Project Professional	0	\$40.00	\$0.00
Sr. Staff Professional	0	\$33.00	\$0.00
Staff Enviro Scientist	124	\$29.00	\$3,596.00
CAD/GIS Tech Illustrator	0	\$34.00	\$0.00
Editor/Word Proc.	12	\$40.00	\$480.00
Admin	0	\$32.00	\$0.00

Subtotal Direct Labor Costs: \$5,396.00
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$5,396.00

FRINGE BENEFITS	Rate (%)	Total
	42.86%	\$2,312.56

INDIRECT COSTS	Rate (%)	Total
Overhead/General /Administrative	76.96%	\$4,152.49
General and Administrative		\$0.00
TOTAL Indirect Costs:		\$4,152.49

FEE (Profit)	(flat fee)	\$1,250.00
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OTHER COSTS (Expenses)	Quantity	Rate	Total
Travel Costs:			
Car Rental and Fuel		\$75.00	\$225.00
		Subtotal:	\$225.00
Reproduction Costs:			
Black and White		0.15 pg	\$270.00
Color		1.00 pg	\$0.00
		Subtotal:	\$270.00
TOTAL Other Costs (Expenses):			\$495.00

Attachment 1 to Appendix A
1) Cost Summary

PRIME: URS

OPTIONAL PHASE II TASK: At Cost Services			
Utility Locator			\$1,200.00
Concrete Coring			\$500.00
Permits and County Oversight			\$962.00
Equipment Rental			\$300.00
Laboratory			\$8,533.00
ACM and Paint Testing			\$2,500.00
Direct Push			\$5,000.00
Traffic Control			\$1,600.00
		Subtotal	\$20,595.00
		ROUNDED TOTAL OPTIONAL TASK:	\$34,201.00

San Pablo Ave.
over Rodeo Creek
Bridge Replacement
Enviro.Tech. Studies

Attachment 1 to Appendix A
2) Maximum Rates

Proj. No. 0662-6R4005
Fed. Aid No. BRLS-5928 (067)

MAXIMUM RATES

PRIME:

URS CORP				
	Fringe Benefit % [A]	OveheadGeneral/Admin % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	42.86%	76.96%	0.00%	119.82%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Principal Proffesional	\$90.00	\$107.84	\$197.84
Project Manager	\$78.00	\$93.46	\$171.46
Sr. Project Professional	\$50.00	\$59.91	\$109.91
Project Professional	\$47.00	\$56.32	\$103.32
Sr. Staff Professional	\$38.00	\$45.53	\$83.53
Staff Environmental Scientist	\$35.00	\$41.94	\$76.94
CAD/GIS Tech/Illustrator	\$40.00	\$47.93	\$87.93
Editor/Word Proc.	\$48.00	\$57.51	\$105.51
Admin	\$38.00	\$45.53	\$83.53

Initials:



Contractor



County Dept.

MAXIMUM RATES

SUBCONTRACTORS:

1) Y&C Transportation	Fringe Benefit % [A]	Overhead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	40.00%	65.00%	0.00%	105.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Engineer XII	\$90.00	\$94.50	\$184.50
Engineer X	\$77.00	\$80.85	\$157.85
Engineer III	\$37.00	\$38.85	\$75.85
Engineer I	\$29.00	\$30.45	\$59.45

2) Illingworth and Rodkin	Fringe Benefit % [A]	Overhead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	60.61%	44.42%	28.87%	133.90%
Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]	
Senior Consultant	\$59.57	\$79.76	\$139.33	
Staff Scientist	\$34.01	\$45.54	\$79.55	
Senior Consultant	\$59.57	\$79.76	\$139.33	

San Pablo Ave.
 over Rodeo Creek
 Bridge Replacement
 Enviro.Tech. Studies

Attachment 1 to Appendix A
 2) Maximum Rates

Proj. No. 0662-6R4005
 Fed. Aid No. BRLS-5928 (067)

MAXIMUM RATES

SUBCONTRACTORS (continued):

3) WRECO	Fringe Benefit % [A]	Overhead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	70.15	31.63	26.00	127.78%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Principal Engineer	\$85.23	\$108.91	\$194.14
Supervising Engineer	\$74.57	\$95.29	\$169.86
Biologist	\$42.61	\$54.45	\$97.06
Associate Engineer	\$42.61	\$54.45	\$97.06
Administrator/Clerical	\$34.09	\$43.56	\$77.65

Initials:



 Contractor



 County Dept.

Attachment 1 to Appendix A
3) Project Personnel

PRIME:

URS CORP.		
Name		Classification
Vance	Bente	Principal Professional (Technical Review)
Steve	Leach	
Jeff	Zimmerman	
Bill	Martin	Project Manager
Joe	Morgan	
Mike	Carbiener	Sr. Project Professional
Kevin	Melanephy	Project Professional
Nicole	Ritchie	
April	Giangerelli	
Rosemary	Laird	
Kim	Morris	Sr. Project Professional
Kathlene	Kubal	Staff Environmental Scientist
Dave	Pecora	
Erin	Maroni	
Jessie	Golding	
Rose	Abbor	CAD/GIS
Clayton	Statham	
Fozia	Bashir	
Debby	Fournier	Editor/Word Processor
Dennis	Rowcliffe	
Jay	Plano	
Jennifer	Ranneses	Admin
Dreama	Howard	
Lori	Rex	

SUBCONTRACTORS:

1) **Y&C Transportation Consultants**

Name	Classification
Dan Yau	Engineer XII
Kin Chan	Engineer X
Staff	Engineer III
Staff	Engineer I

2) **Illingworth and Rodkin**

Name	Classification
Keith Pommerenck	Sr. Consultant
Jered McDaniel	Staff Scientist
Michael Thill	Sr. Consultant

3) **Wreco**

Name	Classification
Han-Bin Liang, Ph.D., PE	Principal Engineer
Analette Ochoa, P.E.	Supervising Engineer
Robert Atanasio	Biologist
Raja Periketi, P.E.	Associate Engineer
Irene Liu	
Staff	Administrator/Clerical

Fee Schedule

Contractor Name	Task	Payment Target			
		Literature and Data Search	Draft (Caltrans Submittal)	Final (on County Approval)	Total Fee
PRIME: URS Corp.	NES/BA-Water Quality	\$363.00	\$1,359.00	\$90.00	\$1,812.00
PRIME: URS Corp.	Wetlwnd Study	\$62.00	\$233.00	\$15.00	\$310.00
PRIME: URS Corp.	HPSR	\$156.00	\$585.00	\$39.00	\$780.00
PRIME: URS Corp.	Phase I	\$282.00	\$1,058.00	\$70.00	\$1,410.00
PRIME: URS Corp.	Traffic Study	\$77.00	\$289.00	\$19.00	\$385.00
PRIME: URS Corp.	Noise Study	\$73.00	\$278.00	\$16.00	\$367.00
PRIME: URS Corp.	Project Management		\$456.00	\$456.00	\$912.00
PRIME: URS Corp.					\$5,976.00
Subcontractor: Y&C Transportation Consultants Inc.	Traffic Study	\$165.00	\$619.00	\$41.00	\$825.00
Subcontractor: Illingworth & Rodkin	Noise Study	\$150.00	\$600.00	\$50.00	\$800.00
Subcontractor: WRECO	B/A	\$292.00	\$1,095.00	\$73.00	\$1,460.00
TOTAL FEE					\$9,061.00

OPTIONAL TASK FEE:					
Phase II Studies and Report					
PRIME: URS Corp.					
		Studies and Soil Sampling	Draft (Catrans submittal)	Final (on County Approval)	Total Fee
		\$250.00	\$938.00	\$62.00	\$1,250.00

TOTAL FEES:	
	TOTAL FEE \$9,061.00
	Optional Task FEE \$1,250.00
	TOTAL FEE including Optional Task \$10,311.00

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of URS Corporation Americas, whose address is 1333 Broadway, Suite 800, Oakland, CA 94612, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

09/14/11

(Date)

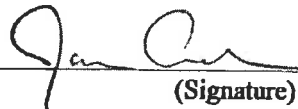

(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Deputy Director
of the Contra Costa County Public Works Department, and that the consulting firm of
URS Corporation Americas, or its representative has not
been required (except as herein expressly stated), directly or indirectly, as an express or implied condition
in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10/28/11
(Date)

[Signature]
(Signature)



Contra Costa County Public Works Department

Julia R. Bueren, Director

Deputy Directors

R. Mitch Avalon

Brian M. Balbas

Stephen Kowalewski

Exhibit 10-I Notice to Proposers DBE Information

March 8, 2011

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 6.19% for the following projects;

- 1) Camino Tassajara Shoulder Widening Project East of Blackhawk Dr. to Finley Rd.- Environmental Technical Studies
- 2) San Pablo Bridge Replacement at Rodeo Creek - Environmental Technical Studies

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

-
- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

Distribution: (1) Original - Local agency files

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

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>Contra Costa County Public Works Department</u> LOCATION: <u>Martinez, California</u>				
PROJECT DESCRIPTION: <u>San Pablo Avenue Bridge Replacement over Rodeo Creek-Environmental Technical Studies</u>				
TOTAL CONTRACT AMOUNT (\$): <u>\$135,659</u>				
PROPOSER'S NAME: <u>URS Corporation Americas</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
	<u>Biological Resources</u>	<u>30066</u>	<u>WRECO</u> <u>1243 Alpine Rd., Suite 108</u> <u>Walnut Creek, CA 94596</u> <u>(925) 941-0059</u>	<u>\$16,428</u>
	<u>Traffic Analysis</u>	<u>28989</u>	<u>Y&C Transportation</u> <u>415 Boulder Court, Suite 108</u> <u>Pleasanton, CA 94566</u> <u>(925) 789-7487</u>	<u>\$11,002</u>
For Local Agency to Complete: Local Agency Contract Number: <u>0662-6R4005</u> Federal-Aid Project Number: <u>BRLS-5928 (067)</u> Federal Share: <u>88.53%</u> Contract Award: _____ Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate. <u>Kevin Enigh</u> <u>Kevin Enigh</u> <u>10/24/11</u> Print Name Signature Date Local Agency Representative (Area Code) Telephone Number: <u>(925) 313-2233</u>				
For Caltrans Review: _____ Print Name Signature Date Caltrans District Local Assistance Engineer				
			Total Claimed DBE Participation <u>\$27,430</u> <u>20.2%</u>	
			<u>Guilherme Par</u> Signature of Proposer Vice President <u>10/20/11</u> <u>510.893.3600</u> Date (Area Code) Tel. No. <u>Bill Martin</u> Person to Contact (Please Type or Print)	
Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)				

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR				BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT										BA-Black American	
\$			TOTAL	\$	\$	\$	\$	\$	\$	APA-Asian-Pacific Islander	
UDBE										NA-Native American	
										W-Woman	
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.											
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
CONTRACTOR REPRESENTATIVE'S SIGNATURE							BUSINESS PHONE NUMBER		DATE		
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
RESIDENT ENGINEER'S SIGNATURE							BUSINESS PHONE NUMBER		DATE		

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.