

BOS Agreement No. _____

DOT Agreement No. 1100121

**COUNTY OF MENDOCINO
AGREEMENT FOR ENGINEERING CONSULTANT SERVICES
SHERWOOD ROAD BRIDGE OVER ROWES CREEK BRIDGE REPLACEMENT PROJECT**

This Agreement, dated as of _____, 2012, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Quincy Engineering, Inc. (QEI), hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent CONSULTANTS to perform special services to or for COUNTY or any department thereof; and,

1. WHEREAS, COUNTY desires to obtain CONSULTANT to perform work agreed to preparation of improvement plans for the future construction of the widening of Sherwood Road Bridge over Rows Creek; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Disadvantaged Business Enterprise Information

The term of this Agreement shall be from May 14, 2012 through December 31, 2015.

The contract amount payable to CONSULTANT hereunder Phase 1 work shall not exceed three hundred and forty eight thousand eight hundred dollars (\$348,800) which is authorized with execution of this AGREEMENT. Phase 2 work, in an amount to be confirmed based on Phase 1 identified project needs; anticipates additional costs (\$188,300 - projected) to be approved by the grant funding agency - the Federal Highway Administration (FHWA). Therefore it is expected this contract will be modified by future amendments to not exceed five hundred thirty seven thousand one hundred dollars (\$537,100) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT OF TRANSPORTATION FISCAL REVIEW:

HOWARD N. DASHIELL DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 86-2184

Grant: ☒ Yes ☐ No

Grant No.: FHWA E76, BHLS 5910(076)

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
KRISTIN McMENOMEY, Director
General Services Agency

Quincy Engineering, Inc. (QEI)

By: _____
John S. Quincy, President DATE

NAME AND ADDRESS OF CONTRACTOR:

Quincy Engineering, Inc. (QEI)
3247 Ramos Circle
Sacramento, CA 95827-2501

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By: _____

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent CONSULTANTS and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONSULTANT agrees to the fullest extent permitted by law and Section 2782.8 of Civil Code to indemnify, defend with counsel acceptable to COUNTY, protect and hold COUNTY and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in

connection with CONSULTANT'S negligent acts and omissions, recklessness, or willful misconduct under this agreement ("Claims"), whether or not arising from the passive negligence of COUNTY.

3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's subconsultant, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the

CONSULTANT, the CONSULTANT's subconsultants or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard N. Dashiell, Director of Transportation

To CONSULTANT: Quincy Engineering, Inc. (QEI)
3247 Ramos Circle
Sacramento, CA 95827-2501
ATTN: James L. Foster Jr., PE

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- e. The CONSULTANT shall include the provisions set forth in paragraphs a through d (above) in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and

Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT shall not exceed the contract amount for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, County of Mendocino excluding any laws that direct the application of another jurisdiction's laws.
22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
24. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written

or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

25. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONSULTANT shall use subconsultants identified in Exhibit "A" and shall not substitute subconsultants without COUNTY's prior written approval.
 - c. CONSULTANT shall remain fully responsible for compliance by its subconsultants with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subconsultants.
29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. **PATENT AND COPYRIGHT INDEMNITY:** CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONSULTANT shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONSULTANT Products.
 - b. If CONSULTANT is obligated to defend COUNTY pursuant to this Section 29 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONSULTANT shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 30, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

32. **OTHER AGENCIES:**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONSULTANT elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES SHERWOOD ROAD BRIDGE OVER ROWES CREEK WIDENING IMPROVEMENTS

The following tasks will be performed by the Quincy Engineering Team for the design of a new bridge and approach roadways:

- Prepare Type Selection Report, Basis of Design and Project Report;
- Detailed plans, specifications, cost estimates and structural calculations pursuant to Caltrans methods;
- Independent check;
- Geotechnical tests and a materials and geotechnical design report for the bridge and approach roadways in accordance with Caltrans Local Assistance Procedures Manual (LAPM);
- Hydraulic studies in accordance with Caltrans LAPM;
- Develop CEQA/NEPA Environmental Documents, technical studies and regulatory permits;
- Coordinate temporary and permanent relocation of utilities;
- Support Mendocino County's Right of Way Acquisition effort; and
- Coordinate with Mendocino County's Project Manager.

Quincy Engineering, Inc. personnel and its Project Team have provided plans, specifications, and estimates for a large number of Federal Highway Bridge Program (HBP) projects throughout California. Therefore, the Team recognizes the importance of maintaining close coordination and cooperation with the County throughout the PS&E process. With this in mind, we have developed and utilize an efficient project approach that expedites this process. Tasks are defined and numbered in this discussion in accordance with the scope of work typical of HBP projects.

Quincy Engineering will be utilizing the information, standards, and details for this project as provided by the current Caltrans documents/manuals.

Quincy Engineering's Scope Summary for this project is as follows:

PHASE 1 -PRELIMINARY ENGINEERING

TASK 1 -PROJECT MANAGEMENT

Task 1.1 -Project Management

Quincy Engineering, Inc. (QEI) will provide Project Management tasks which includes coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. QEI will develop, track, and lead the following project management tasks:

- Critical Path Schedule;
- Quarterly in person PDT meetings;
- Monthly PDT teleconference meetings;
- Meeting Agendas, Minutes, and Action Item Summaries;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries; and
- HBP paperwork assistance/facilitation as required.

Task 1.2 -Project Review Meetings

QEI will lead project meetings:

- A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the scope of work, and define the roles and responsibilities of the various Team members.
- Project meeting will be conducted to review project progress and next steps.
- Subconsultants will participate in Project Team meetings as needed, either by attending in person or by teleconference when appropriate.

Task 1 Products:

- Final Scope/Schedule
- Kick-off Meeting
- Project Meetings (6)
- Project Progress Reports

TASK 2 - TOPOGRAPHIC SURVEY, STREAM CROSS-SECTIONS, & RIGHT-OF-WAY ENGINEERING

SHN will be performing the survey services. SHN will:

- Utilize GPS to establish primary project control and conventional survey methods to establish project control. The basis for the topographic and boundary related surveys will be State Plane Coordinate System NAD 83 horizontally and NAVD 88 vertically.
- Will perform existing conditions field surveys and prepare project base maps for the project site to include; contour interval of 1 foot, sufficient strip mapping of the existing roadways to verify the proposed alignments, sufficient creek channel length and detail to evaluate hydraulics, geomorphology and placement of bridge, all surface evidence of existing utilities and structures within the project limits that may affect the project, height of overhead utility lines that may conflict with the project, trees greater than 4" in diameter at breast height, ordinary high-water marks, striping and signage, driveway cuts, sidewalks, parking areas and fences.
- Will utilize AutoCAD Civil 3D version 2010 to compile the existing conditions data and establish an existing ground surface for use in the design process.
- Right-of-way determination will be based upon recovering right-of-way monuments and property corner monuments set along the 70' wide right-of-way offered for dedication on the Parcel Map of Willowbrook Hills recorded in Map Case 2, Drawer 16, Page 100, M.C.R. and dedicated by grant deed per Map Case 2, Drawer 22, Page 15, M.C.R. Based upon the monumentation shown on the above referenced Parcel Maps there is a potential of disturbing the monuments in the vicinity of the project.
- SHN surveyors understand the need for monument preservation and will re-set any monuments disturbed by the project as well as preparing a Corner Record to be filed with the Mendocino County Surveyor.
- Once the areas for the potential right-of-way acquisition have been defined, the adjoining property boundaries will be more accurately defined based upon current preliminary title reports for use in preparation of legal descriptions for proposed permanent right-of-way takes where required. Title Reports will be provided by the County.
- Right of way plats will be prepared in accordance with County standards for each property owner that shows both permanent takes and temporary construction easements.
- SHN surveyors will flag the proposed R/W lines for inspection/approval by the County right-of-way agent and property owner (if permanent right-of-way is required).
- SHN will provide the County with a hard copy and digital drawing file compiled in AutoCAD Civil 3D .dwg file format of the project base map. Included in this deliverable will be the Digital Terrain Model of the project surface and field survey points files.

Task 2 Products:

- Topographic Survey & Mapping
- Creek Cross Sections
- Existing Right-of-Way Mapping
- AutoCAD Mapping File

TASK 3 -PRELIMINARY ENGINEERING

Task 3.1 – Basis of Design

QEI will develop the Basis of Design document to summarize project design criteria and standards.

Task 3.2 – Preliminary Roadway & Detour Plans

QEI will develop:

- Alignment options utilizing the site topographic survey information. Right-of-way, safety, utility, environmental, and other potential impacts may determine that one alignment is preferred over the other. Considerations shall include prior alignment studies, design, right-of-way, environmental, detour routes, construction staging, economic, and safety issues.
- Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Each alternative will be clearly defined (e.g., Alternative A, B, C, etc.) and all aspects of each alternative will be discussed separately for ease of reference in the environmental documents.
- An “Engineers Opinion of Probable Construction Cost” will be prepared and will include appropriate contingency factors for this level of design.

Task 3.3 -Advanced Planning Studies & Type Selection Report

QEI will develop three Advance Planning Studies will be developed based on the site topographic information, preliminary geotechnical report, preliminary hydraulic analysis and the preliminary environmental findings. The appropriate bridge structure type will be dictated by public safety, traffic handling, constructability, site constraints, environmental and hydraulic concerns, right-of-way, and economics. Different foundation types will also be evaluated at this time if appropriate. The purpose of the APS will be to evaluate the feasible structure alternatives and develop a recommendation for the County’s review and type selection approval. The APS & Type Selection Report will include:

- Feasible alternative bridge types (plan, elevation, and section views), span arrangements, and construction methods.
- A description of the advantages and disadvantages of each alternative.
- An “Engineer’s Opinion of Probable Construction Cost” for each alternative will be developed.
- Our Team’s recommendation as to which of the alternatives is the most appropriate for the sites.

Morris Engineering will review and provide input regarding the type selection. Alternative methods of construction will be considered.

Task 3 Products:

- Basis of Design
- Preliminary Plan & Profile Sheets
- Preliminary Roadway, Bridge & Project Cost Estimates

- Bridge Advance Planning Studies
- Type Selection Report
- Alternative Aesthetic Treatment Photos
- 35% Plans of Preferred Alternative

TASK 4 – HYDROLOGY & HYDRAULICS

Avila will:

- Be responsible for the Bridge Location Hydraulic Study and Bridge Design Hydraulic Study Report.
- Provide the Project Team's structural engineers with necessary hydraulic data for their bridge structure and foundation design.

Task 4.1 –Project Management, Data Review & Field Reconnaissance

Avila will:

- Review Bridge maintenance records for the existing bridge
- Review hydrologic and hydraulic data from FEMA, the County, USGS and Caltrans
- Avila and Associates will complete a survey request outlining the location and extent of aerial topography and cross section data necessary to set up the HEC-RAS model.

Task 4.2 -Hydrology

- Estimate the potential 50-and 100-year discharges at the bridge site using two methods as outlined in the LAPM.

Task 4.3 –Hydraulic Analyses

- An existing conditions HEC-RAS model will be compiled from survey data provided by the Consultant. Calibration data will be researched to determine if any high-water elevations were recorded for the flood of record. If calibration data can be found, it will be used to calibrate the HEC-RAS model by running the HEC-RAS model and adjusting the model parameters until the discharge associated with the high-water marks can be replicated with the model. Variable discharges will be input into HEC-RAS to determine the discharge that provides a water surface elevation of matching the calibration data.
- The HEC-RAS model will be re-run for various design discharges for the proposed bridge. Up to 3 alternative bridge configurations will be modeled to determine the impact to the water surface elevation and velocity. The model will also incorporate any encroachment from bridge approach fills.
- The hydraulic variables (water surface elevation, velocity etc.) will be determined for the design discharge, 50and 100-year discharges estimated above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats for the Consultant.
- Complete overtopping flood estimate for inclusion in the hydrologic summary table on the foundation plan.
- Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard, exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.
- Avila and Associates will research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance

challenges have occurred such as debris getting caught on the bridge piers.

Task 4.4 –Scour & Bank Protection Estimates

- Estimate preliminary bridge scour for the three alternative pier configuration. Review maintenance records for the existing and adjacent bridges to determine if the stream has aggraded or degraded over time.
- Up to three alternative pier configurations will be examined. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges.
- Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Task 4.5 –Draft Hydraulic Report

- Complete a Draft Hydraulic report documenting the hydrology, hydraulics, and scour for the bridge alternatives.

Task 4.6 –Final Hydraulic Report

- Complete a Final Hydraulic Report updating the draft hydraulic report
- One draft (electronic) draft report and two conference calls with the Consultant to finalize the report.

Task 4.7 -Location Hydraulic Study

- Using the information from Tasks 4.3 and 4.5, complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge.

Task 4 Products:

- Bridge Location Hydraulic Study Report (Draft & Final)
- Bridge Design Hydraulic Study Report (Draft & Final)

TASK 5 -GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Blackburn Consultants (BCI) will perform the Geotechnical Investigations.

Task 5.1 -Kickoff Meeting

- BCI will attend a project kickoff and site review meeting with Quincy Engineering, Mendocino County and other project team members.

Task 5.2 -Preliminary Foundation Memorandum

- BCI will prepare a Preliminary Foundation Memorandum as part of the Preliminary Engineering phase. The memorandum will be based on available subsurface data, as-built drawings or other site data, published geologic mapping and seismicity data, aerial photographs, preliminary project data and site review/reconnaissance. No subsurface exploration will be completed for this task.
- The Preliminary Foundation Memorandum will summarize anticipated subsurface materials and conditions based on reference data and site exposures, provide seismic input parameters consistent with current Caltrans practice, discuss roadway approach and channel bank conditions, slope stability, cut/fill slopes, excavation conditions, and discuss conditions and constraints on likely foundation types, including liquefaction

potential.

Task 5.3 -Bridge Foundation Investigation

- BCI will prepare a Foundation Report based on subsurface exploration and testing following the preliminary phase and bridge type selection.
- BCI will drill and sample a test boring at each abutment, possibly supplemented by a borings or hand-driven probes in the channel (depending on access and type selection) to correlate the subsurface soils across the site and evaluate scour depth. The boring depths will likely extend to about 60-80 feet. Exploration/testing in evaluation of approach roadway embankment/subgrade conditions will include a shallow test boring (5-10±ft deep) at each approach.
- The abutment borings will be located on existing roadway shoulders, near the proposed bridge corners.
- BCI will collect bulk and relatively undisturbed soil samples from the borings for laboratory testing, and backfill the borings with cement grout per County requirements.
- BCI will perform the following laboratory tests on samples retrieved from the test borings.
- Moisture Content/Unit Weight for bearing capacity, lateral capacity and settlement analysis
- Unconfined compressive, direct shear and/or triaxial shear strength tests for bearing capacity and lateral capacity analysis
- Corrosivity (pH, sulfates/chlorides and minimum resistivity) for reaction to steel and concrete
- R-value for approach roadway pavement design
- BCI will summarize the subsurface exploration and field and laboratory soils testing, include the "Log of Test Borings" drawing (suitable for inclusion with plans) and discuss encountered earth materials and foundation conditions.
- BCI will develop the foundation report which will contain the following:
 - Project and Site Description with Vicinity Map
 - Field and Laboratory Testing Programs
 - Site Geology and Subsurface Conditions
 - Scour Evaluation (based on Hydrology/Hydraulics Report prepared by others)
 - Corrosion Evaluation
 - Seismic Recommendations with ARS curve per current Caltrans Seismic Design Criteria
 - Liquefaction Evaluation
 - Existing As-Built Foundation Data (if available)
 - Foundation Recommendations per current Caltrans LRFD and WSD procedures, including discussion of shallow and deep foundations, settlement, Spread Footing and/or Pile Data Tables, allowable axial and lateral loading and design tip elevations
 - Approach Fill Earthwork and pavement recommendations
 - Construction Considerations
 - "Log of Test Boring" drawings, including field and laboratory test results

Task 5.4 -Initial Site Assessment

BCI will complete an Initial Site Assessment which will include:

- Review Selected federal and state agency data bases will be reviewed for information pertaining to the site and properties within a minimum search distance of not less than one-quarter mile. This data will be obtained from a vendor specializing in retrieval of environmental information.

- For any site identified during data base review where hydrogeologic conditions and other reasonable factors indicate a potential for environmental impact on site, representatives of one or more of the following agencies would be interviewed and/or reviews of the agency files conducted:
 - North Coast, California Regional Water Quality Control Board
 - County Health and/or Agriculture Departments
 - Local Fire Department
- Review of (reasonably) available documents would be performed to identify the physical setting of the site and obvious past uses of site and adjoining properties back to the obvious first developed use or 1940, whichever is earlier. Elements of the physical setting identified typically include:
 - Topographic conditions
 - Geologic conditions, including soil type and potential for naturally occurring asbestos
 - Hydrogeologic conditions, including depth to groundwater, depth to other aquifers and regional and local gradient;
 - Any reported impairments to water quality Documents reviewed typically include:
 - Topographic maps
 - Recent aerial photographs
 - Historic aerial photographs
 - Geologic, geotechnical, hydrogeologic or environmental reports pertaining to the site or vicinity
 - Fire insurance (Sanborn) maps
 - Street/business directories
 - Local historical collections
 - Reconnaissance of the site, including a drive-by and local walking traverse along the site, would be performed to identify visual evidence of:
 - Current uses and evidence of past uses of the site and adjacent properties in all directions as visually observable from the site or other public roads;
 - Potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, dump sites, mining operations, livestock pens, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.;
 - Visual evidence of fill materials on the site and, if possible, assess the source of fill and potential for containing hazardous material
 - Geologic reconnaissance will be performed by a licensed geologist to evaluate the presence of Naturally Occurring Asbestos (NOA).
- Reasonable attempts will be made to conduct interviews with persons potentially knowledgeable about the site to obtain information regarding environmental conditions in connection with the property. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed may include owners, occupants, local government officials, museum staff, or others.
- A formal report documenting this assessment will be prepared, including but limited to the following:
 - Title sheet, Signature page, and Table of contents;
 - Site description;
 - Records review;

- Site reconnaissance information;
- Interview information;
- Maps of the site, including location map/topographic map and a site plan showing locations of recognized environmental conditions;
- Photocopies of ground level photographs of the site;
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed;
- Findings and Conclusions – including opinion of the impact of any recognized environmental conditions concerning the property.

Task 5 Products:

- Preliminary Geotechnical Memorandum (Draft & Final)
- Bridge Foundation Report (Draft & Final)
- Log of Test Borings Drawing
- Initial Site Assessment

TASK 6 -UTILITY COORDINATION

QEI will:

- Communicate and coordination with the utility companies by contacting them during the preliminary and final design phases.
- Maintain Utility Correspondence Diary
- Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- Prepare the A, B, C letters according to Caltrans and County procedures.
- Coordinate the relocation and protection of the existing utilities for the project based on information obtained from the various affected utility owners.
- Contact utility companies and arrange for them to attend PDT meetings as needed.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.
- Develop Caltrans Reports of Investigations and Notice to Owner;
- Coordinate relocation schedules for timely completion (if required).

Task 6 Products:

- Utility Conflict Map
- Utility A, B & C Letters
- Caltrans Reports of Investigations
- Caltrans Notice to Owners

TASK 7 -ENVIRONMENTAL CLEARANCE

North State Resources (NSR) will be preparing the environmental documents and obtaining regulatory agency permits for this project. NSR will:

Task 7.1 –Kick-off Meeting

- Attend a project kickoff and site review meeting with Quincy Engineering, Mendocino County and other project team members.

Task 7.2 –Area of Potential Effects Map

- Assist QEI and the County with preparation of the APE map for the project that clearly

delineates both the archaeology (horizontal and vertical) and historic architecture APEs.

Task 7.3 –Prepare Project Description and Purpose and Need

- Prepare a Draft written description of the proposed action, alternatives (if any), and purpose and need for incorporation into the CEQA and NEPA documents.
- Prepare the final description and purpose and need for inclusion in the environmental document.

Task 7.4 –Prepare Complete Technical Studies for Project

- Prepare a Natural Environment Study (NES) in accordance with the Caltrans Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>).
- Prepare an NES report and submit to Caltrans for approval.
- Initiate Formal consultation with NMFS under Section 7 of the federal Endangered Species Act.
- Prepare Biological Assessment (BA) and consult with NMFS under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to Chinook and coho salmon essential fish habitat (EFH).
- Consultation with CDFG if there are potential impacts to species that are also state listed (i.e., state-threatened SONCC coho salmon ESU).
- Prepare a combined BA/EFHA and coordinate with NMFS and Caltrans, as necessary, to assist the County with the required state and federal endangered species and EFH consultation processes.
- Coordinate with NMFS, as necessary, to assist the County and Caltrans with the required federal endangered species act consultation process.
- Coordinate with DFG to ensure that the BA/EFHA satisfies the requirements of Section 2081 (b) and (c) of the CESA, which is anticipated will be a consistency determination from the DFG under Fish and Game Code 2080.1 based on NMFS's response.
- Conduct a delineation of waters of the United States
- Prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act permitting, if determined to be necessary.
- Prepare maps utilizing geographic information systems technology, on base topographic maps of the study area
- Submit the wetland delineation report to Caltrans District 1 Local Assistance for review and approval.
- Submit a copy of the wetland delineation report to the ACOE (San Francisco District) with a written request for verification for approval on behalf of the County.
- Conduct an inventory of cultural and historical resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act.
- Consult the following inventories, facilities, and persons in accordance with 36 CFR 800.4(a)(2-4), 36 CFR 800.4(b), 48 FR 44716, the State Historic Preservation Officer, FHWA, and Caltrans guidance:
 - National Register of Historic Places and updates
 - California Register of Historical Resources
 - California Inventory of Historic Resources
 - California Historical Landmarks

- The Northwest Center of the California Historical Resources Information System at Sonoma State University
- Perform archival historical research in order to provide significant contextual and thematic background information.
- Perform pedestrian survey of the study area will be conducted to complete the required discovery process. The pedestrian survey will identify:
 - the presence or absence of cultural resources visible on the surface in the APE;
 - the present condition of the local environment;
 - environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water, etc.); and
 - environmental factors that may have limited the survival or visibility of archaeological remains (e.g., alleviation, erosion, or modern disturbance).
- Prepare and submit an administrative draft of the ASR/HPSR to QEI and the County for review and comment. NSR will incorporate QEI and County comments and prepare a draft ASR/HPSR for submittal to Caltrans. Following review of the draft ASR/HPSR by Caltrans.
- Prepare a final ASR/HPSR for approval by Caltrans.

JRP Historical Consulting, LLC (JRP), as a subcontractor to NSR, will provide services to assist in Section 106 Compliance and compliance under CEQA, as it pertains to historical resources for the project and will include the following:

- Prepare a historic resources evaluation report (HRER) for this project to establish whether Sherwood Road Bridge is a historic property under the Section 106 process (i.e. eligible for listing in the National Register of Historic Places).
- Prepare documents for this project following Caltrans' guidelines set forth in the Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures and will follow the procedures set forth in the "Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California," (2004) (Caltrans Section 106 PA).
- Prepare and submit an administrative draft of the HRER to NSR, QEI, and the County for review and comment. JRP will incorporate NSR, QEI, and County comments and prepare a draft HRER for submittal to Caltrans. Following review of the draft HRER by Caltrans, JRP will revise and prepare a final HRER for approval by Caltrans.
- If determined to be necessary, NSR will conduct a farmland impact assessment to describe agricultural operations in the study area and discuss the effects of converting agricultural fields to non-agricultural uses.
- Review existing parcel information to verify if affected parcels are currently under a Williamson Act contract and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands.
- If necessary, NSR will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives.
- A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, QEI, and Caltrans for review.

Task 7.5 –Complete CEQA/NEPA Environmental Documentation

NSR will:

- Document CEQA and NEPA compliance for the project.
- Prepare an initial study and mitigated negative declaration (IS/MND) under CEQA and a Categorical Exclusion (CE) supported by technical studies will be prepared under NEPA.
- Prepare an administrative draft IS/MND using the environmental checklist form included as Appendix G of the CEQA guidelines (or other format preferred by the County).
- Incorporate comments into a public draft IS/MND.
- Prepare a Notice of Intent to Adopt a Mitigated Negative Declaration.
- Complete the Notice of Completion form on behalf of the County and submit it to the State Clearinghouse along with 15 copies of the IS/MND.
- Review the public and agency comments with the County and QEI, compile and number all substantive comments, and provide written responses for each comment provided. NSR will provide the County with a draft set of responses to comments for review and approval. The draft IS/MND will become the final IS/MND and the final written responses to comments will be included as an appendix.
- Prepare a Mitigation Monitoring and Reporting Plan (MMRP) that summarizes all of the project mitigation measures, the responsible parties for implementing each measure, and the timing for each measure.
- Coordinate the final stages of the CEQA process with the County.
- Complete a CE Determination Form, including the complete summary of environmental commitments, and provide to the County for submittal to Caltrans for review and final approval.

Task 7.6 –Project Permitting

NSR will complete the following permitting tasks in coordination with the County:

- Section 404 Permit (U.S. Army Corps of Engineers) permit application
- Prepare a pre-construction notification letter and provide details on the anticipated project impacts (placement of fill) on waters of the United States, including wetlands. If mitigation is required for project impacts, we will prepare a conceptual riparian mitigation plan that discusses on-site mitigation (if feasible) or use of available mitigation banks to offset impacts on wetlands or other waters.
- Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board)
- Prepare and submit a request for water quality certification for the project to the North Coast Regional Water Quality Control Board.
- Section 1600 Streambed Alteration Agreement (California Department of Fish and Game)
- Prepare a Streambed Alteration Agreement application on behalf of the County for submittal to the CDFG (Yountville Office).

Task 7 Products:

- Meeting minutes & progress reports via e-mail
- Mark-up of Draft APE Boundaries
- Administrative Draft Protection Description & Revised Drafts (via e-mail)
- Draft of Public Notice (via e-mail to County)
- Administrative Draft & Draft Technical Reports (5 copies of Final version of each)

- IS/MND (electronic copies/all versions)
- Draft IS/MND (30 bound copies)
- Final IS/MND (including MMRP/30 bound copies)
- CE Determination Form (electronic copy)
- Notices for County Signature (one copy)
- Permits

TASK 8 -PROJECT REPORT

Task 8.1 -Project Report

QEI will develop a Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Bridge APS drawings
- Design Hydraulic Study
- Bridge Type Selection Report
- Preliminary Geotechnical Report
- APS discussion and evaluation
- Preliminary right-of-way information
- Summary of environmental studies
- Utility relocation/protection information
- Construction cost estimate for each alternative
- Preliminary construction staging & detour requirements
- Alignment and bridge type selection recommendation
- Preliminary alignment drawings
- Schedule to complete final design & construction
- 35% Plans of the preferred alternative

This report will be presented to and discussed with the County in draft form. All comments will be addressed and incorporated into the final report. Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 8 Products:

- Draft Project Report
- Final Project Report

PHASE 2 – FINAL DESIGN

TASK 9 -DESIGN & DETAILING

Task 9.1 – Design & Submittal of 65% Plans (Unchecked Details)

Specific impact areas, impact quantities, construction methods, operation durations and other specific project construction information and detail is typically required in order secure technical study and environmental document approval. Therefore, Phase 1 includes development of the preferred alternative to a level of detail sufficient to secure environmental approval (65%). It is understood that adjustments in scope and costs in Phase 2 through an addendum will be appropriate once the preferred alternative is defined. For example, alignment selection and bridge configuration may require retaining walls and multiple spans. It is currently estimated that replacement on existing alignment with a single span bridge without retaining walls will be the preferred alternative.

QEI will develop:

- Bridge Design: The final bridge designs will be performed in accordance with Caltrans Bridge Design Specifications and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with TL-93 and permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.6, the latest ARS curve updates (2010) and information available from Caltrans Earthquake Research. Computer analysis and design programs used are "state-of-the-art" for bridge design.
- Approach Roadway Design: The final approach roadway design (Geometric Approval Drawings) will be completed in accordance with County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot (or less) intervals. Detour plans and project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.
- 65% Plans: The plan sheets will be prepared in CADD according to the County's and Caltrans' drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans.

Task 9.2 -Independent Design Check

- QEI will provide an independent detailed check of all bridge plans and element designs which will be performed by a licensed engineer that has not previously worked on the project.
- QEI will complete a comprehensive calculation package of the bridge and foundation systems.

Task 9.3 -Specifications

- QEI will develop project special provisions based on Caltrans Standard Special Provisions (SSP) (Sections 8, 9 and 10) and County-provided boilerplate Special Provisions (CSP).

Task 9.4 -Construction Quantities & Estimate

- QEI will develop construction quantities and the Team's estimate of construction costs (Q and E). Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items. The estimate will show quantities, unit costs, and a project cost summary.

Task 9.5 -Quality Control & Constructibility Review

- A senior level QEI engineer will review the entire draft PS&E (95% PS&E) package for uniformity and compatibility as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all project documents. Comments will be addressed and resolved.
- **Morris Engineering** will perform a constructability review on the draft PS&E (95% PS&E) package.
- Comments will be summarized and incorporated into the project plans prior to 100% PS&E

Task 9.6 -Submittal of 95% (Draft) PS&E

QEI will develop the 95% submittal including:

- Checked complete 11"x17" replacement structure/roadway;
- County Boiler Plate and Special Provisions;

- Detailed construction estimate and working day schedule; and
- County's "red-lined" set of 65% plan comments; and
- QEI will address the 65% review comments in writing. All conflicts will be resolved.
- PDF files of entire submittal

Task 9.7 -Draft 100% PS&E

QEI will:

- Develop the Draft 100% PS&E submittal for County review.
- The submittal set will be stamped and signed by the project engineer and will include design plan prints (11"x17"), special provisions, quantity calculations, cost estimates, and independent check calculations.
- PDF files of entire submittal

TASK 9.8 -Final 100% PS&E (Final Submittal)

The final plans, specifications and estimate will be submitted to the following:

- Final design plans with cover sheet stamped and signed by the project engineer in 11"x17"sizes;
- One original stamped and wet-signed signature page of the Special Provisions;
- Contract Specifications;
- Final design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- County's "red-lined" set of 95% plan comments;
- Final Engineer's Estimate; and
- Resident Engineer's File produced in the County's format.
- PDF files of entire submittal

Task 9 Products:

- Bridge & Roadway Details
- 65% Road & Bridge Plans
- 65% Road & Bridge Check Calculations
- Independent Design Check
- Comment Summary Forms
- Specifications
- Roadway & Structure Quantities
- Final Design Calculations
- Construction Cost Estimate
- QA/QC Checklist
- 95% PS&E
- 100% Final PS&E
- RE Pending File

TASK 10 -RIGHT-OF-WAY ASSISTANCE

QEI will:

- Delineate the final right-of-way and/or easement needs for the County.
- Perform retracement surveys using available record mapping and will be incorporated into the project drawings based on this data.
- Develop a right-of-way exhibit showing existing gross areas and the areas of the right-of-

- way temporary construction easements (TCEs).
 - Prepare Individual exhibits and legal descriptions.
- The County will be responsible for securing the right-of-way and/or easements.

Task 10 Products:

- Final Right-of-Way Delineation
- Retracement Surveys
- Right-of-Way Exhibit
- Plat Maps & Legal Descriptions

PHASE 3 – BID ASSISTANCE

Task 11 – BIDDING & POST-AWARD ASSISTANCE

QEI will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy Engineering will be available to provide analysis and recommendations concerning award of the contract.

Task 11.1 – Bidding Assistance

QEI will provide the following bidding assistance services for Mendocino County Public Works and will attend the pre-bid meeting.

Task 11.2 – Construction Design Assistance (Optional)

QEI will provide the following construction support services for Mendocino County Public Works if requested:

- Attend pre-bid construction meeting
- Review and provide comments on shop plan drawings;
- Construction site observations; and
- Develop updated plans or plan revisions as needed.

Task 11 Products:

- Bidding Assistance
- Response to RFIs
- Shop Drawing Review (Optional)
- Site Inspection (Optional)

[END OF SCOPE OF WORK]

EXHIBIT B

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES SHERWOOD ROAD BRIDGE OVER ROWES CREEKWIDENING IMPROVEMENTS

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate outlined in item 6 below.
2. CONSULTANT's statement of charges shall be submitted to the COUNTY on a monthly basis.
3. Partial payments shall be made to the CONSULTANT by the COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to the CONSULTANT exceed the contract amount without prior written approval of the COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations shall be used to determine the allowability of individual items of cost.
6. The compensation payable to CONSULTANT hereunder shall not exceed the authorized contract amount for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES SHERWOOD ROAD BRIDGE OVER ROWES CREEKWIDENING IMPROVEMENTS

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONSULTANT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subconsultants similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subconsultants' employees.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability/Professional Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.
- c. Professional Liability coverage - \$1,000,000 per claim..

[END OF INSURANCE REQUIREMENTS]

EXHIBIT "D"

COUNTY OF MENDOCINO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES SHERWOOD ROAD BRIDGE OVER ROWES CREEKWIDENING IMPROVEMENTS

EXHIBIT 10-I: NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

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 (Consultant Contracts)" (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 all contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian American 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 effort 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

- 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 website 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 COUNTY 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 DBE 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.

EXHIBIT 10-J: STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT – assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultants and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultant.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the

provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" is submitted to the Contract Manager.
 - 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

Materials or supplies purchased from DBEs will 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, 100 % of the cost of the materials or supplies will count toward the DBE participation. 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 % of the cost of the materials or supplies toward DBE goals. A 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 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 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 DBE 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.

For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also 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.
- 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. The 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. The 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. The 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, 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.

[END OF DISADVANTAGED BUSINESS ENTERPRISE INFORMATION]

EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

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

LOCAL AGENCY: Mendocino County LOCATION: Mendocino County

PROJECT DESCRIPTION: Engineering Consultant Services for Sherwood Road Bridge over Rows Creek Widening Improvements

PROPOSAL DATE: April 4, 2012

PROPOSER'S NAME: Quincy Engineering, Inc.

CONTRACT UDBE GOAL (%): N/A

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
Task 4, 10, 11	Hydraulics/Hydrology	Santa Clara VTA #32811	Avila & Associates Consulting Engineers, Inc. 760 Market Street, Suite 1055 San Francisco, CA 94102	4.6%
Task 14, 18	Traffic	Caltrans #26209	Whitlock & Weinberger Transportation (W-Trans) 490 Mendocino Avenue, Suite 201 Santa Rosa, CA 95401	1.8%

For Local Agency to Complete:

Local Agency Proposal Number: DOT Agmt# 120014, Proj# 3041-B1002

Federal-Aid Project Number: BRLO-5910(076)

Federal Share: \$350,000

Proposal Date: April 4, 2012

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Howard N. Dashiell
Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: (707)463-4363

Total Claimed UDBE
Commitment

6.4 %

Signature of Proposer

May 10, 2011 (916) 368-9181
Date (Area Code) Tel. No.

James L. Foster Jr.
Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

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

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

LOCAL AGENCY: Mendocino County LOCATION: Mendocino County

PROJECT DESCRIPTION: Engineering Consultant Services for Sherwood Road Bridge over Rows Creek Widening Improvements

TOTAL CONTRACT AMOUNT (\$): 467,400

PROPOSER'S NAME: Quincy Engineering, Inc.

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
Task 4, 10, 11	Hydraulics/Hydrology	Santa Clara VTA #32811	Avila & Associates Consulting Engineers, Inc. 760 Market Street, Suite 1055 San Francisco, CA 94102	\$29,940
Task 14, 18	Traffic	Caltrans #26209	Whitlock & Weinberger Transportation (W-Trans) 490 Mendocino Avenue, Suite 201 Santa Rosa, CA 95401	\$11,700

For Local Agency to Complete:

Local Agency Contract Number: DOT Agmt# 120014, Proj# 3041-B1002

Federal-Aid Project Number: BRLO-5910(076)

Federal Share: \$350,000

Contract Award: \$467,400

Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.

Howard N. Dashiell _____
 Print Name Signature Date
 Local Agency Representative
 (Area Code) Telephone Number: _____

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

Total Claimed DBE Participation

\$ 41,640
6.4 %

Signature of Proposer

May 10, 2011 (916) 368-9181
 Date (Area Code) Tel. No.

James L. Foster Jr.
 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

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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, U.S. 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.

The prospective participant also agrees by submitting his/her proposal/bid that he/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.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known N/A	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: CFDA Number, if applicable N/A	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A	
10. a. Name and Address of Lobby Entity N/A (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) N/A (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee N/A <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): N/A <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: James L. Foster Jr. Title: Project Manager Telephone No.: (916) 368-9181 Date: May 10, 2011		
Authorized for Local Reproduction Standard Form - LLL		

 THIS FORM IS NOT APPLICABLE
 TO QUINCY ENGINEERING, INC.
 BUSINESS ACTIVITY.

Federal Use Only:

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

CALTRANS EXHIBIT 10-D ADDITIONS

TERMS AND CONDITIONS OR PROJECTS WITH FHWA/CALTRANS FUNDS

1. The Mendocino County Department of Transportation's Contract Administrator is Howard N. Dashiell, Director of Transportation, or his designee.
2. The Consultant's Project Manager is James L. Foster.
3. The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. This applies to consultant and any sub consultants in excess of \$25,000.
4. The Consultant, Quincy Engineering, Inc. is a California Corporation. 3247 Ramos Circle, Sacramento, California, 95827, is the office location.
5. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR, Part 18, shall apply. This also applies to all subcontracts in excess of \$25,000.
6. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that it 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 Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
7. The responsible consultant/engineer shall sign all plans, specifications, estimates, and engineering data furnished by it, and where appropriate, include the California registration number of the licensed professional in charge of the work.
8. FHWA and the State of California shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use tracings, plans, specifications, basic survey notes, sketches, charts, computations, maps, documents, and other data prepared, or obtained under the terms of the Agreement; and to authorize others to use the work for government purposes.
9. Patent-rights provisions described in 37 CFR 401 regarding rights to inventions is applicable to this Agreement as appropriate.
10. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, adjustments to the basis of payment may be paid for based on the Consultant's hourly rates and fees stated on the Consultant's Fee Schedule (Exhibit FS), and the time for performance of the work adjusted accordingly.

11. County shall pay Consultant at the Consultant's hourly rates and fees stated on the Consultant's Fee Schedule attached.
12. Consultant will be required to make subsurface investigations. Consultant will be responsible to make preliminary geotechnical surveys.
13. Consultant services are considered to be a personal relationship between client and principal; therefore, agreements in which participating federal and/pr state funds are furnished shall contain a clause expressly prohibiting the subcontracting, assignment, or transfer of any of the work except, as otherwise, provided for in the executed agreement. All contracts shall provide that subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
14. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and Exhibit 10-I "Notice to Proposers Disadvantage Business Enterprise Information."
15. The following exhibits, are included herewith and are made a part of this Agreement:
 - EXHIBIT 10-F Certification of Consultant, Commissions and Fees
 - EXHIBIT 10-G Certification of Local Agency
 - EXHIBIT 12-E, Attachment E – Debarment and Suspension Certification

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the _____ President _____, and duly authorized representative of the firm of _____ Quincy Engineering, Inc. _____, whose address is _____, 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.

(Date)_____
(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Mendocino County Director of the
Department of Transportation, and that the consulting firm of
Quincy Engineering, Inc., 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.

(Date)

(Signature)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.