

Contra Costa County
Public Works
D e p a r t m e n t

Julia R. Bueren, Director

Deputy Directors

R. Mitch Avalon • Brian M. Balbas

Stephen Kowalewski • Patricia McNamee

November 17, 2009

REQUEST FOR QUALIFICATIONS

**Construction Management Services
for the**

Vasco Road Safety Improvements Project - Phase 1

Dear Consultant:

Contra Costa County invites your firm to submit a Statement of Qualifications (SOQ) for providing Construction Management Services for the Vasco Road Safety Improvements Project – Phase 1. This high priority project has the potential for multiple construction operations occurring simultaneously. Therefore, the County is interested in retaining a strong, committed team to assist in construction management and oversight of the project.

The attached Request for Qualifications (RFQ) describes the project, summarizes its current status, presents the requirements for the SOQ, and outlines the criteria that will be used to evaluate the submittal.

For interested consultants, the 100% Plans, Specifications and Engineer's Estimate for the project are available for purchase or review at the County Public Works offices. To place an advance order or to schedule a time to review these documents, please call Angela Bell at (925) 313-2320.

To be considered for this project, seven (7) copies of your SOQs must be received at the County Public Works offices no later than December 30, 2009 at 3:00 pm. Interviews are tentatively scheduled for January 21, 2010.

We look forward to receiving a SOQ from your firm. If you have any questions regarding this project, please call me at (925) 313-2180.

Sincerely,

Warren Lai
Senior Civil Engineer
Contra Costa County

WL:ab

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REQUEST FOR QUALIFICATIONS
Construction Management Services
for the
Vasco Road Safety Improvements Project – Phase 1

By

Contra Costa County

RESPONSES DUE:

December 30, 2009 at 3:00 pm
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

REQUEST FOR QUALIFICATIONS
Construction Management Services
for the
Vasco Road Safety Improvements Project – Phase 1

TABLE OF CONTENTS

1. Introduction
2. Services to Be Provided
3. Project Descriptions
4. Statement of Qualifications (SOQ) Submittal Requirements
5. Selection of Consultant
6. Selection Process Dates
7. General Conditions
8. Attachments
 - A. List of Firms That Received This RFQ
 - B. Sample Contract
 - C. Local Assistance Forms

REQUEST FOR QUALIFICATIONS
Construction Management Services
for the
Vasco Road Safety Improvements Project – Phase 1

SECTION 1 INTRODUCTION

The Vasco Road Safety Improvement Project – Phase 1 is designed to improve the safety of an approximately 2.5 mile stretch of Vasco Road between Brentwood and Livermore. This portion of rural roadway, has heavy, fast-moving traffic, and a history of serious injury accidents. A concrete median barrier will be constructed in conjunction with retaining walls and bridge modifications to accommodate road widening. The project is Federally funded and prospective consultants will be required to comply with 49 CFR 26.

The prospective consultant must meet Underutilized Disadvantaged Business Enterprise (UDBE) goals or document the “Good Faith Efforts” to meet these goals. This project has a goal of 1.6% UDBE participation.

The successful firm will be required to comply with the requirements of the “Cognizant Agency Audit Program for Local Assistance Projects - Engineering and Design Related Contracts”. Details on this program can be found at <http://www.dot.ca.gov/hq/LocalPrograms/CAAP/CAAP.htm>. It is anticipated that this program will be implemented by January 1, 2010. However, if implementation is delayed, a Pre Award Audit (Local Assistance Procedures Manual Exhibit 10-M) will be required for all consultant contracts that exceed \$250,000.

SECTION 2 SCOPE OF SERVICES

The County intends to retain a qualified and committed professional Construction Management (CM) firm to be part of the construction team for this project. The successful CM firm shall demonstrate the availability of qualified personnel to perform construction management services for the construction as required for the Project.

Specifically, the CM firm chosen for project will assist the County Resident Engineer in managing, inspecting, and overseeing the construction of the project as depicted in the recently completed 100% PS&E for the project. The County anticipates that the selected CM firm will provide a staff person that can perform the duties of an Assistant Resident Engineer, Structure Representative, and Structure Inspector. Please note that on typical County capital projects, the Assistant Resident Engineer/Structure Representative performs construction inspection. The County will provide surveys, construction staking and materials testing services. The County may elect to provide additional civil inspection

staff if necessary during peak construction operations.

Other specific tasks to be provided are:

- Participate in pre-bid conferences.
- When designated by the County Resident Engineer, act as construction project coordinator and the point of contact for all communications and interaction with the contractor, affected local agencies, utilities and designers.
- Assist the County Resident Engineer in performing all Resident Engineer functions as required by Caltrans Standard Specifications, the project Special Provisions, Caltrans Construction Manual, and Caltrans Local Assistance Manual.
- Perform Structure Representative and Structural Inspection duties.
- Assist in conducting a pre-construction conference for each of the projects at the County offices and/or the project site.
- Review and monitor the construction schedules. Prepare daily and weekly reports documenting the progress of construction. Take photographs and video recordings of the construction progress on a regular basis.
- Assist in scheduling and managing construction staking in accordance with the methods, procedures and requirements of the Caltrans Surveys Manual and Caltrans Staking Information Booklet.
- Assist in scheduling, managing and documenting all field and laboratory testing services. Materials testing shall conform to the requirements and frequencies as defined in the Caltrans Construction Manual and the Caltrans Materials Testing Manuals. Quality Assurance testing will be performed by the County Materials and Testing Laboratory.
- Assess the need for and schedule, manage, document, and perform source inspection in compliance with Caltrans procedures.
- Assist in evaluating, negotiating, recommending, and preparing change orders.
- Assist in processing submittals and monitoring design consultant review activities.
- Identify potential claims and make recommendations to avoid or resolve said claims.
- Assist in all construction administrative activities, including correspondence and document control.
- Perform field inspection activities, monitor contractor's performance and enforce all requirements of applicable codes, specifications, and contract drawings.
- Support the design clarification process.
- Assist County Resident Engineer in preparing record drawings; track, log and redline changes and certify that the project was built according to the record

drawings. Provide record drawings to the County for preparing CADD files.

- As required, provide coordination and review of contractor's detours and staging plans with engineering consultant and local agencies.
- Facilitate final inspection services and project closeout activities, including preparation of the final construction project report.
- Provide post-construction services as needed for project closeout and warranty issues.
- Turn all construction documents over to the County.
- All persons furnished by the consultant shall be its employees or agents subject to its supervision and control. Consultant personnel shall perform services in accordance with applicable Caltrans criteria and guidelines and are subject to the following general requirements:
 - All reports, calculations, measurements, test data and other documentation shall be prepared on forms specified by or otherwise acceptable to the County.
 - Daily reports, extra work diaries, materials testing reports, and other reports shall be submitted in compliance with the Caltrans Construction Manual or other Caltrans procedures.
- Consultant shall provide for all transportation, office and communication requirements for the consultant's personnel.

SECTION 3 PROJECT DESCRIPTION

The work to be done generally consists of constructing approximately 2,900 linear feet of concrete median barrier on Vasco Road with widening of approximately 4,860 linear feet of roadway; widening of one single span bridge (Brushy Creek Bridge No.1, Bridge No. 28C-0228 with a total length of 113 feet-3 inches); constructing drainage, stormwater and erosion control facilities; constructing wildlife crossing systems, directional fencing, and Kit Fox and Tiger Salamander jumpouts, constructing one (1) conventional concrete retaining wall, one (1) Mechanically Stabilized Earth (MSE) wall, two (2) soldier pile walls, and two (2) soil nail walls

For interested consultants, the 100% Plans, Specifications and Engineer's Estimate for the project are available for purchase or review at the County Public Works offices. To place an advance order or to schedule a time to review these documents, please contact Angela Bell at (925) 313-2320.

Project Status

The County is awaiting approval of the E76 for construction funding of the project.

Preliminary Project Schedule

The expectation is to begin construction in early April 2010 with construction to continue for approximately 1 year (320 total working days).

SECTION 4 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

Please prepare your Statement of Qualifications (SOQ) in accordance with the following requirements:

1. **SOQ:** The SOQ (excluding attachments and the transmittal letter) shall not exceed a total of the equivalent of 30 single-sided, 8.5" x 11" pages. Resumes should be included in an attachment.
2. **Transmittal Letter:** The SOQ shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address, email and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with County shall sign the cover letter. Address the cover letter as follows:

Warren Lai
Contra Costa County Public Works
Construction Division
255 Glacier Drive
Martinez, California 94553

3. **Project Understanding:** This section should clearly convey the consultant's understanding of the nature of the work, including coordination with and approvals from the County.
4. **Approach and Management Plan:** This section should provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, Caltrans staff, County staff and any other parties that may have a significant role in the delivery of this project. Please note that County intends to provide the Resident Engineer and may provide County staff to assist in construction inspection.

5. *Qualifications and Experience:* The SOQ should provide the qualifications and experience of the consultant team that will be available for providing the requested services. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
6. *Staffing Plan:* The SOQ should provide a staffing plan that shows anticipated staffing for the duration of the project. Discuss the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services for the project according to the preliminary project schedule. Discuss the firm/team's approach for completing the services for the project within budget. At a minimum, provide an Assistant Resident Engineer/Structure Representative, Structure Inspector, and Civil Inspector within your staffing.
7. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process.
8. *Underutilized Disadvantaged Business Enterprise (UDBE) Program:* There is a 1.6% UDBE goal for this project. Provide the following:
 - a. Local Assistance Procedure Manual Exhibit 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)
 - b. Local Assistance Procedure Manual Exhibit 10-02 Local Agency Proposer DBE Information (Consultant Contracts)
 - c. If the project specific UDBE goal cannot be achieved, submit a statement of intention to go through the "Good Faith Effort" process.
9. *References:* For each key team member, provide at least three client references (names and current phone numbers) from recent work (previous three years) similar to this project. Include a brief description of each project associated with the reference and the role of the respective team member.
10. *Submittal of SOQs:* Seven (7) copies of your SOQs are due at the County Public Works offices no later than the time and date specified in Section 6, below. Envelopes or packages containing the SOQs should be clearly marked, "**Statement of Qualifications.**"

SECTION 5 SELECTION OF CONSULTANT

The statement of qualifications will be evaluated using the following criteria:

- Qualifications and specific experience of key team members.
- Project understanding and approach.

- Experience with similar types of projects.
- Satisfaction of previous clients.
- Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams may be invited to an interview for the project. The project manager and key team members should attend the interview. The evaluation/interview panel may include representatives from the County, Caltrans and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses, proposal preparation, interview preparation and interview time shall be borne by the consultants.

Once the top firm(s) have been determined, County staff will start consulting services agreement negotiations with the top-ranked firm(s). If consulting services agreement negotiations are not successful negotiations will be terminated and the second ranked firm(s) may be asked to negotiate a consulting services agreement with County.

SECTION 6 SELECTION PROCESS DATES

December 30, 2009: **SOQs are due no later than 3:00 p.m.** at the offices of the County Public Works Department, 255 Glacier Drive, Martinez, CA 94553. ***Late submittals will not be accepted.***

January 21, 2010: Tentative date for final consultant selection interviews.

If you have any questions regarding this RFQ, please contact:

Warren Lai
Senior Civil Engineer
Contra Costa County
Phone: (925) 313-2180
E-mail: wlai@pw.cccounty.us

SECTION 7 GENERAL CONDITIONS

A. Limitations

This RFQ does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFQ.

B. Rejection of Proposals

The County reserves the right to reject any or all proposals.

C. Award

Successful firms will be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial statement of qualifications should be submitted on the most favorable terms from an economic and technical viewpoint. Regardless of whether or not the CM firm satisfies the UDBE goal, the CM firm may consider submitting "Good Faith Effort" documentation in the event that upon review by the County, the CM firm did not meet the UDBE goal (for example, if the subconsultant or service provider submitted by the CM firm was not certified on the date that the final SOQs were due, or if the CM firm made a mathematical error). The "Local Agency Proposer UDBE Commitment (Consultant Contracts), Exhibit 10-O1" form will not provide sufficient information to demonstrate that a good faith effort was made and the submitted SOQ could be rejected and another CM firm may be selected for the project.

D. Workslope Modifications

The County reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter into negotiations with any of the firm(s) regarding their submittal.

E. Consultant Services Agreement

A sample consulting services agreement is shown in Attachment B.

F. Non-Discrimination

Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of County contracts.

SECTION 8 ATTACHMENTS

Please see the following attachments:

Attachment A - List of Firms That Received This RFQ

Attachment B - Sample Contract

Attachment C – Local Assistance Forms

Local Assistance Procedure Manual Exhibit 10-I

Local Assistance Procedure Manual Exhibit 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)

Local Assistance Procedure Manual Exhibit 10-O2 Local Agency Proposer DBE Information (Consultant Contracts)

Local Assistance Procedure Manual Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors

WL:ab

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Attachment A

Robert Wong
AGS, Inc.
111 New Montgomery St Ste 500
San Francisco, CA 94105

John Collins
AWS
7 La Encinal
Orinda, CA 94563

Carrie Preston
Vali Cooper & Associates
41 Washington Ave.
Point Richmond, CA 94801

Curtis Brooks
Eagle Engineering and Construction
1175 Palomar Dr Ste 100
Redwood City, CA 94062

H. Fred Huang
MGE ENGINEERING, INC.
7311 Greenhaven Dr. Ste 256
Sacramento, CA 95831

Associated Engineering Consultants
20179 Charlanne Drive
Redding, CA 96002

John W. LaViolette
LaViolette & Associates
P.O. Box 158
Crockett, CA 94525

Tracy Bartlett
Nichols Consulting Engineers, Chtd.
8795 Folsom Blvd., Suite 103
Sacramento, CA 95826

Ross Esfandiari
RES Engineers, Inc.
150 North Wiget Lane Ste 204
Walnut Creek, CA 94598

Andy Kleiber
S & C Engineers, Inc.
111 Broadway, Ste 300
Oakland, CA 94607

Robert Salaber
SalaberAssociates, Inc.
180 South First St Ste 10
Dixon, CA 95620

Ken Rice
Summit Associates
2300 Clayton Rd., Suite 1380
Concord, CA 94520

Kevin Duggan
4Leaf, Inc.
2142 Rheem Dr., Ste A
Pleasanton, CA 94588

Acumen Building Enterprises
3636 Rhoda Ave.
Oakland, CA 94602

A-N WEST, INC.
3095 Richmond Parkway, Suite 201
Richmond, CA 94806

Christopher Coles
Anchor Engineering
P.O. Box 124
Alameda, CA 94501

Applied Pavement Technology, Inc.
1755 E. Plumb Ln., Ste. 264
Reno, NV 89502

Scott Onishuk
Bengal Engineering
250 Big Sur Dr.
Goleta, CA 93117

Yogesh Patel
Beyaz & Patel, Inc.
800 South Broadway Ste 200
Walnut Creek, CA 94596

Devon Kurcina
BKF Engineers - Surveyors - Planners
4670 Willow Road, Suite 250
Pleasanton, CA 94588

Bruce Zaeni
Brian Kangas Foulk Civil Engineering
2737 N. Main St., Ste. 200
Walnut Creek, CA 94596

Kate Wahle
Brown, Vence & Associates, Inc.
65 Battery Street, Ste. 200
San Francisco, CA 94111

Kathleen Eldredge
BSK & Associates
3140 Gold Camp, Ste. 160
Rancho Cordova, CA 95670

BUSINESS 2000, INC.
727 30th Avenue
San Francisco, CA 94121

Tony Newsom
California Trouble Shooters
P.O. Box 1312
Bethel Island, CA 94511

Carollo Engineers
2700 Ygnacio Valley Road, Ste. 300
Walnut Creek, CA 94588

John Scott
Caltrop Corporation
520 Capitol Mall, Suite 150
Sacramento, CA 95814

K.S. Krishnaumurthy
CCCM, Inc.
1700 N. Broadway Ste 390
Walnut Creek, CA 94596

Arvin K. Chaundhary
Chaundary & Associates
851 Napa Valley Corporate Way, Ste. G
Napa, CA 94558

Chec Engineering Consultants
8796 Airport Rd.
Redding, CA 96002

April Hawkins
CIN Consultants Information Network
P.O. Box 417816
Sacramento, CA 95841

Sara Stricklin
Coastland
1400 Neotomas Avenue
Santa Rosa, CA 95405

Samir Mesiha
CM PROS
1024 J St., Ste. 421
Modesto, CA 95354

David T. Schrier
Cotton, Shires & Associates
330 Village Lane
Los Gatos, CA 95030

David Jaworski
Covello Group
1660 Olympic Blvd.
Walnut Creek, CA 94596

CPM Management, Inc.
110 Sutter Street, Ste. 400
San Francisco, CA 94104

Ali Altaha
C2PM
16520 Bake Pkwy., #250
Irvine, CA 92618

Cyrus Kianpour
CSG Consultants
1700 S. Amplett Blvd., #300
San Mateo, CA 94040

Thomas Hedges
Critical Solutions
1801 Oakland Blvd., Ste. 300
Walnut Creek, CA 94596

Ajay Singh
Dabri, Inc.
1321 Palm Ave., Ste. 25
Martinez, CA 94553

David Evans & Associates, Inc
500 Executive Parkway, Ste. 125
San Ramon, CA 94583

DGBA & Associates
1499 Bayshore Blvd., Ste. 139
Burlingame, CA 94010

Neil Harris
DMJM + Harris
601 University Ave., Ste. 274
Sacramento, CA 95825

EPC Consultants, Inc.
655 Davis St.
San Francisco, CA 94111

Curtis Weltz
Flatiron Construction Corp.
10090 I-25 Frontage Rd.
Longmont, CO 80504

FMCH Engineering
1348 Market St., Ste. 207
Redding, CA 96001

Alice Ghirardelli
Ghirardelli & Associates
1970 Broadway, Ste. 920
Oakland, CA 94612

Greenwood & Moore, Inc.
3111 Castro Valley Blvd., Suite 200
Castro Valley, CA 94546

Nick Panayotou
The Hanna Group
703 Market St., #258
San Francisco, CA 94103

Ted Hamilton
Harris & Associates
1401 Willow Pass Road, Suite 500
Concord, CA 94520

Harza Consulting Engineers
425 Roland Way
Oakland, CA 94621

J. Muller Int'l
2295 Gateway Oaks Dr., #140
Sacramento, CA 95822

Tyler Sheldon
Jacobs Engineering Group, Inc.
1340 Treat Blvd., Suite 208
Walnut Creek, CA 94598

David Jacobson
Jacobson Consulting
371 Odin Place
Pleasant Hill, CA 94523

JSP Consulting
122 El Portal Place
Clayton, CA 94517

Kare Keating Associates, Inc.
1045 Sansome St., Ste. 420
San Francisco, CA 94111

Ed Colon
KARRASS
8370 Wilshire Blvd.
Beverly Hills, CA 90211

Brian Sowers, P.E.
Kimly Horn
2000 Crow Canyon Place, Ste 410
San Ramon, CA 94583

Justin Smith
Kitchell CEM
37370 Birch St., Bldg. C
Newark, CA 94560

W.F. "Jack" Hatmaker
KJM & Associates
1390 Willow Pass Rd Ste 240
Concord, CA 94520

Mike Johnson
Krazan & Associates
545 Parrott St.
San Jose, CA 95112

LEM Consulting, Inc.
1333 Broadway, Ste. 250
Oakland, CA 94612

Steve Mislinski, Project Manager
Lim & Nascimento Engineering
12 Mauchly, Ste. L
Irvine, CA 92519-5305

Linda Pierce Associates, Inc.
2255 Loma Heights Road
Napa, CA 94558

Robert Broestl
Linhart Petersen Powers Associates
6088 Sunol Blvd., Suite 100
Pleasanton, CA 94566

Luster National, Inc.
1001 Broadway, Ste. 214
Oakland, CA 94607

Marinship Construction Services
41 Dorman Ave., Ste. 3
San Francisco, CA 94133

Mark Thomas & Company, Inc.
1243 Alpine Rd., Ste. 222
Walnut Creek, CA 94596

Ann Olson
Martin & Kane, Inc.
2200B Douglas Blvd., Ste. 150
Roseville, CA 95661

Carla Collins
MatriScope, Inc.
3102 Industrial Blvd.
West Sacramento, CA 95691

Keith Halvorson
Mc Gill-Martin-Self, Inc.
1600 South Main Street, Suite 332
Walnut Creek, CA

Richard Mendoza
Mendoza and Associates
501 Second Street, Ste. 330
San Francisco, CA 94107

Metco
3155 Kerner Blvd.
San Rafael, CA 94901

Thomas M. Rut
Moffatt & Nichol
2001 N. Main St., Ste. 360
Walnut Creek, CA 94596

Alison Ryan, Office Director
Nolte & Associates, Inc.
201 N. Civic Dr, Suite 255
Walnut Creek, CA 94596

Allie Monz
O'Connor Construction
7011 Koll Center Parkway, Ste. 210
Pleasanton, CA 94566

Odyssey
P.O. Box 1262
Madera, CA 93639

Olivia Chen Consultants
1390 Market St., Ste. 1100
San Francisco, CA 94102

OPAC Consulting Engineers
315 Bay Street
San Francisco, CA 94133

Owen Group, Inc.
20 Morgan
Irvine, CA 92618

Maria Leyva
Pacific Program Management
4600 Northgate Blvd., Ste 110
Sacramento, CA 95834

Joubin Pakpour
Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Rd., Ste. 320
Pleasanton, CA 94588

Bart Littell
PB Americas
3260 Lone Tree Way, Ste. 104
Antioch, CA 94509

Theresa Larson
Parsons Transportation Group
120 Howard St., Ste. 850
San Francisco, CA 94105

Permco Engineering & Management
1005 Oak Street
Clayton, CA 94517

Perry Petersen
190 Scenic
San Bruno, CA 94066

Michael McCaughin
Pro PM, Inc.
3470 Mt. Diablo Blvd., Ste. A-205
Lafayette, CA 94549

Madji Kanaan
PSOMAS
2295 Gateway Oaks Dr., #250
Sacramento, CA 95833

James L. Foster, Jr.
Quincy Engineering
3247 Ramos Circle
Sacramento, CA 95827

Thomas Richardson
RBF Consulting
500 Ygnacio Valley Rd., Suite 270
Walnut Creek, CA 94596

Linda Alders
Safework, Inc.
10398 Rockingham Dr., Ste. 7
Sacramento, CA 95827

Santina & Thompson, Inc.
151 N. Sunrise Avenue
Roseville, CA 95661

Spencer Engineering
1933 Central Ave., Ste. C
McKinleyville, CA 95519

Satinder Singh
SPS Engineers
48 Colin P. Kelly St.
San Francisco, CA 94107

Ron Richardson
Sverdrop Corporation
1340 Treat Blvd., #380
Walnut Creek, CA 94596

Tom Loomis
Swinerton Management & Consulting
4055 Nelson Ave.
Concord, CA 94520

Telamon Engineering Services
855 Folsom Street, Unit 142
San Francisco, CA 94107

J. Phillip Eubanks
The Alley Group
333 Hegenberger Rd., Ste. 307
Oakland, CA 94621

Leo Sumner
The Tiburon Group, LLC
55 Springstowne Ctr., Ste. 162
Vallejo, CA 94591

Julie Apparis
Tishman Construction Co.
444 S. Flower St., Ste. 2500
Los Angeles, CA 90071

Trident Environmental & Engineering
110 L Street, Ste. #1
Antioch, CA 94509

Ranjit Chakravorti
TRS Consultants
5000 Executive Pkwy., Ste. 390
San Ramon, CA 94583

TranSystems
180 Grand Avenue, Suite 400
Oakland, CA 94612

UDI -TETRAD
5528 Pacheco Blvd.
Pacheco, CA 94553

Nick Smyth
URS Corporation
100 California St., Ste. 1500
San Francisco, CA 94111

Kerry Theran
VANIR Construction Management, Inc.
980 Ninth St., Ste. 900
Sacramento, CA 95814

Kyle Broughton
West Yost Associates
1380 Lead Hill Blvd., Ste. 201
Roseville, CA 95661

W. J. Robinson & Associates, Inc.
100 Spear St., Ste. 505
San Francisco, CA 94105

Washington Group International
1330 Broadway, Ste. 802
Oakland, CA 94612-2508

Max Bridges
Willdan
1400 N. Dutton Ave., Suite 6
Santa Rosa, CA 95401

William Lettis & Associates, Inc.
1777 Botelho Dr., Ste. 262
Walnut Creek, CA 94596

Toni Bertolero
Winzler & Kelly Consulting
6601 Koll Center Parkway, Suite 240
Pleasanton, CA 94566

Mike Kincaid
Winzler & Kelly
417 Montgomery St., Ste. 600
San Francisco, CA 94104

Kent Sasaki
Wiss, Janney, Elstner Associates, Inc.
2200 Powell St., Ste 925
Emeryville, CA 94608

Tina Chan
Wood Rodgers
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

Heather Smith
IMS
945 Homblend Street, Ste. G
San Diego, CA 92109

Attachment B

Project Name:

Project No.:

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

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

(a) Agency: (select one)

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

(i) Department (if applicable):

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

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

(iii) Agency Mailing Address:

Attn:

(b) Consultant's Name & Address:

Attn:

(i) Type of Business Entity:

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation:

(ii) Federal Taxpayer I.D. or SSN:

(iii) License Number:

2. Project Name, Number, & Location:

3. Term. The effective date of this Agreement is . It terminates on unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: \$.

Project Name:

Project No.:

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:
- ☐ Health and Safety Code Section 13861 (*Fire Protection Districts*)
 - ☐ Health and Safety Code Section 34314 (*Housing Authority*)
 - ☐ Health and Safety Code Section 33125 (*Redevelopment Agency*)
6. Attachments. The following documents are attached to this Agreement and incorporated herein by reference, and all references to this Agreement include all of the terms in each of the attached documents:
- ✓ General Conditions (*always attached*)
 - ☐ Special Conditions (*optional*)
 - ✓ Appendix A: Scope of Services (*always attached*)
 - ✓ Appendix B: Payment Provisions (*always attached*)
 - ✓ Appendix C: Project Personnel (*always attached*)
7. Signatures. These signatures attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A

Consultant's Name: _____

a

(Type of business entity)

SIGNATURE B

By _____
(Signature of individual or officer)

(Print name and title, if applicable)

By _____
(Signature of individual or officer)

(Print name and title, if applicable)

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

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature

(Notary's Seal)

Project Name:

Project No.:

AGENCY

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

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By _____
Board Chair/Designee

By _____
Deputy

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

AGENCY,

By _____
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By _____
Designee

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

GENERAL CONDITIONS
(Consulting Services Agreement)

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

GENERAL CONDITIONS
(Consulting Services Agreement)

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

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

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

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

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

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

GENERAL CONDITIONS
(Consulting Services Agreement)

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

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

GENERAL CONDITIONS
(Consulting Services Agreement)

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

GENERAL CONDITIONS
(Consulting Services Agreement)

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

The following provisions apply to projects using US DOT funds.

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

GENERAL CONDITIONS
(Consulting Services Agreement)

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

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

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

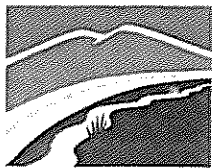
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer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

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

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

(Remainder of page intentionally left blank.)

Attachment C



Contra Costa County Public Works Department

Julia R. Bueren, Director

Deputy Directors

R. Mitch Avalon • Brian M. Balbas

Stephen Kowalewski • Patricia McNamee

EXHIBIT 10-I

November 17, 2009

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- 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 bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder'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 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.
- D. 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.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as

"Accredited by the American Public Works Association"

255 Glacier Drive • Martinez, CA 94553-4825

TEL: (925) 313-2000 • FAX: (925) 313-2333

www.cccpublicworks.org

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

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

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

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

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

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

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment _____ %

Signature of Proposer _____

Date _____ (Area Code) Tel. No. _____

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 10-01 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.

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LPP 09-02

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 10-1) 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.

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

CEM-2402F (REV 02/2008)

ADA Notice

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Copy Distribution-Caltrans contracts:
Copy Distribution-Local Agency contracts:

Original - District Construction
Original - District Local Assistance
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Copy-Business Enterprise Program
Copy-District Local Assistance Engineer

Copy- Contractor
Copy- Local Agency file

Copy Resident Engineer

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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