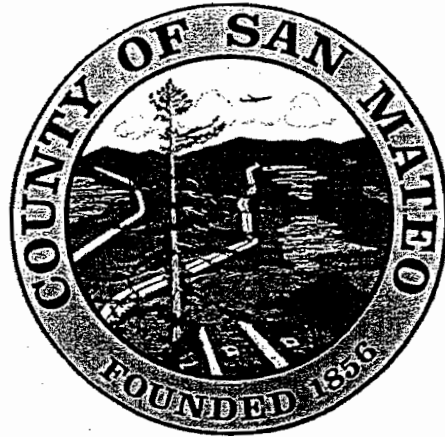


ORIGINAL

San Mateo County
AGREEMENT FOR
ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES
for the
DESIGN OF THE
CRYSTAL SPRINGS DAM BRIDGE
REPLACEMENT
2007



COUNTY OF SAN MATEO
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063-1665

Phone: (650) 363-4100

Fax: (650) 599-8220

**AGREEMENT FOR
ENGINEERING AND
CONSTRUCTION MANAGEMENT
SERVICES
IN SAN MATEO COUNTY**

Table of Contents

Section 1	Scope of Services
Section 2	Definitions and Controlling Law
Section 3	General Requirements
Section 4	General Services by Consultant
	4.1 Basic Engineering Services
	4.1.1 Task 1 - Project Management Coordination
	4.1.2 Task 2 - Review Existing Conditions
	4.1.3 Task 3 - Draft (50% and 95%) Design Documents
	4.1.4 Task 4 - Final Design Documents
	4.1.5 Task 5 - Design Services During Construction
	4.2 Optional Miscellaneous Engineering Services (OMES)
Section 5	General Obligation of the Consultant
	5.1 Consultant Personnel
	5.2 Non Discrimination
	5.3 Compliance with Contractor Employee Jury Service Ordinance
	5.4 Corrections and Revisions
Section 6	General Obligation of the County
Section 7	Progress and Completion
	7.1 Notice to Proceed
	7.2 Time of Completion of Each Task
	7.3 County's Review and Approval
Section 8	Changes in Work
Section 9	Records
Section 10	Confidentiality
Section 11	Interest of Consultant /Consultant Independent of County
Section 12	Sub Consultants

Section 13	Compliance with Applicable Laws
Section 14	General Provision
Section 15	Ownership of Documents
Section 16	Termination of Agreement
Section 17	Non-Assignment of Agreement
Section 18	Disadvantaged Business Enterprises (DBE) Contract Requirements
Section 19	Hold Harmless and Insurance Clauses
	19.1 Hold Harmless
	19.2 Insurance
	19.2.1 Worker's Compensation & Employer's Liability Insurance
	19.2.2 Liability Insurance
Section 20	Disputes and Remedies
Section 21	Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification
Section 22	Prohibitions of Expending Local Agency State or Federal Funds For Lobbying
Section 23	Notifications
Exhibit A	Scope of Services
Exhibit B	Payment by the County and Consultant Schedule and Fees
Exhibit C	Equal Benefits Compliance Declaration Form
Exhibit D	Employee Jury Service Compliance Declaration Form
Exhibit E	Disadvantaged Business Enterprise Reporting Information
Exhibit F	Federal Lobbying Reporting Information
Exhibit G	Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

**AGREEMENT FOR
ENGINEERING AND
CONSTRUCTION MANAGEMENT
SERVICES
IN SAN MATEO COUNTY**

THIS AGREEMENT, entered into this ____ day of _____ 2007, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, with offices at 555 County Center, 5th Floor, Redwood City, California, 94063-1665, hereinafter called "**COUNTY**" and PB AMERICAS INC., herein called "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of San Mateo is authorized to engage the services of a professional technical expert on a temporary basis for a specific project for performance of necessary services for and on behalf of **COUNTY**; and

WHEREAS, the public interest and general welfare will be served by selecting and utilizing a **CONSULTANT** for design engineering services in connection with the Crystal Springs Dam Bridge Replacement Project, hereinafter referred to as the **PROJECT** and;

WHEREAS CONSULTANT is a competent Professional Engineer qualified and with employees duly licensed to perform such engineering services in connection with said **PROJECT**, and the parties hereto desire to enter into an Agreement for said engineering services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

SECTION 1. SCOPE OF SERVICES

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A— Scope of Services
- Exhibit B— Payment by the County and Consultant Schedule and Fees
- Exhibit C— Equal Benefits Compliance Declaration Form
- Exhibit D— Employee Jury Service Compliance Declaration Form
- Exhibit E— Disadvantaged Business Enterprise Reporting Information
- Exhibit F— Federal Lobbying Reporting Information
- Exhibit G— Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

In consideration of the payments set forth in Exhibit B of this agreement, **CONSULTANT** shall perform services for **COUNTY** in accordance with the terms, conditions and specifications of the **PROJECT** set forth herein as described in Section 4 of this agreement and as described in Exhibit A, and by reference made as part of this Agreement.

The **PROJECT**, as described in Exhibit A, consists of revisions and updates to the December 1998 design for the replacement bridge approximately 600 feet in length on top of the City and County of San Francisco's (CCSF) Lower Crystal Springs Dam located on Skyline Boulevard in the County of San Mateo. The replacement bridge must accommodate the current design CCSF has planned for their dam improvements. Included within the design of the **PROJECT** are road approaches including, but not limited to, drainage facilities, removal of the existing bridge, and other features which may be required for a complete design as more specifically outlined in this Agreement. The work shall include design, two plan and specification packages, and construction support for the **PROJECT**.

Section 2. DEFINITIONS AND CONTROLLING LAW

Director of Public Works will be the representative of **COUNTY** for all purposes under this Agreement.

CONSULTANT for the purpose of this Agreement is defined to include the key staff members outlined in Exhibit B.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

Section 3. GENERAL REQUIREMENTS

- a) **CONSULTANT's** work shall begin within ten (10) days after receiving **COUNTY'S** Notice to Proceed.
- b) The **CONSULTANT** will be responsible to the **COUNTY** in matters pertaining to the contractual obligations, design, approvals, and interpretations required for this **PROJECT**.

- c) The **CONSULTANT** as part of the services to be performed, will keep the **COUNTY** apprised at all times of the progress of the work and will develop a schedule to perform all design tasks defined in Section 4, and Exhibit A.
- d) The **CONSULTANT** shall meet with **COUNTY** to develop a time schedule to be prepared and maintained by **CONSULTANT** to complete services described in Section 4, Exhibit A, and Exhibit B.
- e) Computer software used by the **CONSULTANT** to produce the documents required in this Agreement shall be compatible with the **COUNTY'S** current versions of software. The software currently used by the **COUNTY** is Auto CAD 2004, Autodesk Land Desktop 2004, Microsoft Office 2000 for Windows with Access, Excel, and Word. During the term of this Agreement and at the time of final submittal, the **CONSULTANT** shall furnish the **COUNTY** with all electronic files used to produce the plans for this **PROJECT** on media acceptable to the **COUNTY**, in addition to the number of copies specified in the Agreement.

Section 4. GENERAL SERVICES BY CONSULTANT

In consideration of payment by **COUNTY** to **CONSULTANT**, as hereinafter provided, **CONSULTANT** agrees to perform all Basic Engineering Services and Miscellaneous Special Engineering Services necessary to complete the **PROJECT** except as outlined in Section 4.3, "Optional Miscellaneous Engineering Services (OMES)", of this Agreement. For the purpose of outlining the general scope of work, the services may include but are not limited to the following items of work as outlined in this Section 4, "General Services By **CONSULTANT**".

4.1 BASIC ENGINEERING SERVICES

CONSULTANT Basic Services shall be furnished by task as described below. Task 4 and Task 5 shall consist of a Part A and Part B. Part A applies to the bridge removal portion of the **PROJECT** and Part B applies to the bridge reconstruction portion of the **PROJECT**.

4.1.1 Design – TASK 1 - PROJECT MANAGEMENT AND COORDINATION

- a) **CONSULTANT** shall manage the **PROJECT** from initiation through design completion. This service shall include administration, coordination, attending meetings, and quality control, as described below. The **CONSULTANT** shall be responsible to the **COUNTY** in matters relating to Project management of the successful execution and completion of the **PROJECT**.

- b) **CONSULTANT** shall participate in up to four (4) formal design coordination meetings to coordinate design effort with **PROJECT** stakeholders including, the **COUNTY**, Caltrans, Utility owners, SFPUC, California Division of Safety of Dams (DSOD), and/or other agencies/jurisdictions and their consultants that may be required. The duration of each meeting is anticipated to be not more than 2 hours.
- c) **CONSULTANT** shall prepare a Project Implementation Plan that includes the scope, schedule and budget for each task; assigns roles and responsibilities; and establishes the framework for **PROJECT** coordination and communication.
- d) **CONSULTANT** shall prepare, maintain and implement a Project Quality Control Plan (PQCP) that specifies quality procedures, identifies review requirements, the review schedule, and the scope of each review; and assigns appropriately skilled staff to perform the reviews. The PQCP will include procedures and documentation for control of changes to completed or partially completed work products. The PQCP shall include, but not be limited to, Public Agency review process, and checking procedures, including: internal **CONSULTANT** peer reviews, contractibility review, and in the case of structural design, an independent structural check.
- e) **CONSULTANT** shall attend two (2) formal progress meetings, and participate in six (6) formal progress meetings via teleconference. The purpose of these meetings is to coordinate **PROJECT** activities with the **COUNTY** and their consultants to assure free and timely transmittal of information for each activity, and advise the **COUNTY** if delays of information anticipated from the **COUNTY** or their consultants will delay **PROJECT** schedule and/or budget.
- f) **CONSULTANT** shall assure compliance with contractual requirements, maintain **PROJECT** files, inform the **COUNTY** of **PROJECT** issues and progress, and notify the **COUNTY** of changes to scope, schedule, or budget.
- g) **CONSULTANT** shall assist in providing technical information for obtaining approval from regulatory agencies when approvals are required by such agencies. **CONSULTANT** shall attend meetings at **COUNTY**'s request, and compensation for such meetings shall be considered as being included in payment for services provided in Project Management and Coordination (Task 1).

For Task 1 Deliverables shall consist of the following:

- Project Implementation Plan.
- Project Quality Control Plan.
- Monthly progress reports.
- A baseline **PROJECT** schedule and monthly schedule updates.
- Correspondence to the **COUNTY**, communicating **PROJECT** issues and progress.

4.1.2 Design – TASK 2 - REVIEW OF EXISTING CONDITIONS

Task II includes the work involved in reviewing the available **PROJECT** information and performing site visits as required to identify significant changes between current conditions and the existing conditions shown on previously prepared plan sheets.

- a) **CONSULTANT** shall identify available **PROJECT** information to be used in the revised design and describe the approach to developing updated plans, specifications, and cost estimates
- b) **CONSULTANT** shall perform site visits to field verify **PROJECT** limits, limits of mapping, existing infrastructure, and other physical features
- c) **CONSULTANT** shall review applicable codes and criteria and confirm appropriate guidelines and formats to be used to complete design including:
 - Current design criteria, loadings, details
 - Environmental impacts and mitigations (performed by others)
 - CADD files, software, version and drawing standards
 - Drawing limits, details, and additional sheets to be revised
 - Specifications content and format

Design exceptions and roadway lighting are not anticipated.

- d) **CONSULTANT** shall utilize and review record plans and available information for existing utilities, signage, roadway and roadside features. **CONSULTANT** shall utilize assessor maps, subdivision plans, construction plans for existing or planned street improvements, and utility facilities, as provided by the **COUNTY** for such purposes.
- e) **CONSULTANT** shall validate previously proposed roadway improvements, structural requirements, traffic configurations, infrastructure and utility impacts, and detours
- f) **CONSULTANT** shall establish and maintain a line of communication with PG&E, the California Department of Mines and Geology, and other agencies/jurisdictions, to obtain available information regarding their facilities. Contact information for the California Department of Mines and Geology is as follows:

California Department of Conservation
California Geological Survey
Strong Motion Instrumentation Program
801 K Street, MS 13-35
Sacramento, CA 95814
916-322-3105 916-323-7778 (fax)

Section 8 will address any significant changes to drawings resulting from a change in drawing standards and/or significant changes to existing conditions.

For Task 2 Deliverables shall consist of the following:

- Technical Memorandum summarizing significant changes to existing conditions, new code/criteria requirements, and requirements for completing preparation of contract documents.

4.1.3 Design – TASK 3 - DRAFT (50% AND 95%) DESIGN DOCUMENTS

CONSULTANT shall revise the design and revise design documents, specified above, based on design documents previously prepared in 1998, to meet current design standards and seismic design criteria, accommodate the proposed renovation/strengthening of the Lower Crystal Springs Dam. **CONSULTANT** plans shall reflect recent construction of PG&E transmission towers for which the **COUNTY** shall provide plan documents. Any additional significant site changes identified shall be addressed under Section 8 of this agreement.

CONSULTANT shall consider and incorporate, during this phase and subsequent work, CCSF's dam modification design, plans, specifications, and related contract documents in all aspects of the bridge design so that design conflicts between the two projects do not arise.

CONSULTANT shall redesign bridge structure and abutments, including reanalyzing the bridge using a 3-D computer model, to reflect the revised bridge layout and profile, meet current code requirements, and incorporate revised seismic design spectrum for vertical acceleration.

CONSULTANT shall incorporate utility/facility information into the **PROJECT** design and provide copies of all correspondence to utilities and agencies to **COUNTY**.

CONSULTANT shall provide available details, drawings and cost estimates for any revisions of the Finding of Effect and Section 4(f) Statements or other environmental studies if required.

CONSULTANT shall prepare two design submittals (Plans and Special Provisions) each for **COUNTY** review at the 50% design completion and the 95% design completion. One set of submittals will be the contract documents for removal of the existing bridge. The other submittal set will be the contract documents for the construction of the replacement bridge.

- a) **CONSULTANT** shall utilize the following for guidance:
 - Caltrans Local Assistance Procedures Manual (LAPM), Chapters 11 and 12
 - Caltrans Bridge Design Specifications (per Caltrans Letter dated January 31, 2006, Load and Resistance Factor Design (LRFD) is to be used).
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets

- Applicable **COUNTY** standards
- b) Bridge shall be designed to criteria and in the manner outlined in the Caltrans LAPM, Chapters 11 and 12. All aspects of the design shall utilize the LAPM and guidance documents, as described above, which shall be the version in effect at the time of execution of this Agreement, unless said manual is modified by Caltrans prior to commencement of design. The **CONSULTANT** shall coordinate his/her work with the **COUNTY** for review and revision as may be necessary to satisfy Caltrans and/or **COUNTY** requirements. Any submittal for review and approval shall be submitted to the Office of the Director of Public Works for transmittal to Caltrans District 4, in Oakland.
- c) **CONSULTANT** shall design a new retaining wall to achieve proposed grade changes and maintain the existing parking facility. Associated geotechnical investigations and architectural treatments are not anticipated.
- d) **CONSULTANT** shall perform other design activities (alignment, profile, grading, drainage, and pavement delineation modifications) and coordination necessary to update the previously prepared design plans and develop new design plans, including:
 - Title Sheet (update)
 - Index, Abbreviations, Legend, General Notes and Quantities (update)
 - Existing Conditions and Demolition (update)
 - Horizontal Alignment, Signing and Striping (update)
 - South Approach Plan (update)
 - North Approach Plan (update)
 - Profile and Superelevation (update)
 - Sections and Details (update 2 sheets)
 - Detour Plan and Construction Area Signs (update)
 - Retaining Wall Plans (new sheets)
 - Bridge General Plan (update)
 - Bridge Foundation Plans (update 2 sheets)
 - Abutment 1 Layout (update)
 - Abutment 1 Sections and Details (update)
 - Abutment 8 Layout (update)
 - Abutment 8 Sections and Details (update)
 - Bent 2
 - Bents 3 and 6
 - Bents 4 and 5
 - Bent 7
 - Typical Sections
 - Girder Layouts (update 4 sheets)
 - End Diaphragms (update)
 - Deck Drain Details (update)
 - Approach Slabs (update)
 - Seismic Isolation Bearing Details

- Barrier Details (update 2 sheets)
 - Stair and Railing Details (update)
 - Structure Approach Drainage Details (update)
 - Spillway Platform Modification (update)
 - Construction Staging (update)
 - Platform Plan and Wall Elevation (update)
 - Platform and Wall Section (update)
- e) **CONSULTANT** shall prepare contract specifications, using current Caltrans SSPs and including identification of applicable Caltrans Standard Plans. **CONSULTANT** shall discuss with **COUNTY** and receive direction on the determination of format and drafting media to be used in the preparation of **PROJECT** Plans and Specifications. Examples of format to be approved shall include, but not be limited to such items as scale of all plans, profile and/or grid representation on plans, topography, inclusion of drainage structure list, retaining wall details, driveway/access road approach lists to be used, and various other details necessary to produce a complete set of final plans and specifications acceptable for bidding.
- f) **CONSULTANT** shall prepare the Design documents including plans, profiles, typical sections (existing and proposed), cross sections (at intervals specified by **COUNTY**), topography, existing utility locations, miscellaneous details to provide accurate/complete plans, revised estimate of construction cost, and specific documents requested by the **COUNTY** for review by Director of Public Works. **CONSULTANT** shall utilize the previously prepared topographic plan of the **PROJECT** site, at the **COUNTY**'s direction, including, as applicable, top of dam, existing grades, elevations and lines of streets, pavements, adjoining property surfaces, rights of way lines, easements, other improvements, topographic features, and known information concerning available service and utility lines both public and private, including inverts, depths, and pole locations. Horizontal and vertical datum shall be consistent with **COUNTY** datum established by county control points closest to the **PROJECT** site.
- g) **CONSULTANT** shall calculate quantities and Basic Engineering Estimate System (BEES) estimates for the elements described in the updated design documents.
- h) **CONSULTANT** shall prepare 50% Design submittal (Plans and Standard Special Provisions) for removal of the existing bridge, (Part A) and construction of the replacement bridge, (Part B) for **COUNTY** review. **CONSULTANT** shall provide **PROJECT** plans to the **COUNTY** for review and comment at 50% of completion. The **COUNTY** shall determine, in discussions with the **CONSULTANT** the composition of a complete 50% submittal. **CONSULTANT** shall submit to the **COUNTY** for review, in duplicate, copies of all pertinent design documents prepared during this task of **CONSULTANT**'s Basic Services for review and approval by **COUNTY**, CCSF, Caltrans, and FHWA. Design computer aided drawings and associated

files shall be submitted to **COUNTY** in electronic form for review, as specified in Section 3 of this Agreement.

- i) **CONSULTANT** shall respond to **COUNTY** comments on 50% Design submittal and participate in comment resolution meetings and/or discussions. **CONSULTANT** shall revise Design drawings based on input from **COUNTY** and other agencies involved in review process. Any revisions required to be performed by **CONSULTANT** because of a change in the scope of the work or a major change in design concept, which causes significant modifications to the **PROJECT** documents, in concurrence with Section 8, shall be paid in accordance with Exhibit B of this Agreement as **COUNTY** authorized OMES. Upon written approval by the **COUNTY** of the Design Phase (Task 3), **CONSULTANT** shall proceed to the Final Design Phase (Task 4).
- j) **CONSULTANT** shall prepare construction schedule for the items of work described in the updated design documents
- k) **CONSULTANT** shall consider and incorporate, during this phase and subsequent work, CCSF's dam modification design and specifications in all aspects of the bridge design to ensure that design conflicts between the two projects do not arise.
- l) **CONSULTANT** shall provide **PROJECT** specifications (Special Provisions) for Part A and Part B utilizing **COUNTY** format. The Standard Specifications of the **COUNTY** are identical with the Standard Specifications, May 2006, of the State of California, Business and Transportation Agency, Department of Transportation, unless a more current specification is adopted by the **COUNTY** prior to commencement of Task 4 activities in which case the more recently adopted specification shall govern. Prior to commencement of Task 4 activities, it shall be the **CONSULTANT**'s responsibility to notify the **COUNTY** to verify whether the **COUNTY** has adopted more current specifications.
- m) **CONSULTANT** shall incorporate other agencies' or utilities', exclusive of CCSF's, plans, specifications, or estimates into one combined set of **PROJECT** plans, specifications, and estimate.
- n) **CONSULTANT** shall prepare 95% Design submittal (plans, Standard Special Provisions, calculations, quantities, cost estimate, construction schedule) for Part A and Part B for **COUNTY** review. Upon completion of the contract drawings, specifications, and documents, **CONSULTANT** shall furnish three full-size sets and three half size sets of the contract drawings and duplicate copies of specifications and documents for review by the **COUNTY** and approval by **COUNTY**, CCSF, Caltrans, and FHWA, and any other approving agencies. Said contract drawings and associated files shall also be submitted to **COUNTY** in electronic disk format for **COUNTY'S** review, as required in

Section 3 of this Agreement. Upon written approval by **COUNTY** for the Final Design, **CONSULTANT** shall proceed to Design Task 4.

For Task 3 Deliverables shall consist of the following:

- 50% Design submittal (plans and Standard Special Provisions) for Part A and Part B.
- Comment responses on 50% Design submittal.
- 95% Design submittal (Plans, Special Provisions, calculations, quantities, cost estimate, construction schedule) for Part A and Part B.

4.1.4. Design – TASK 4 - FINAL DESIGN DOCUMENTS

Task 4 consisting of the following components shall consist of a Part A and Part B. Part A applies to the bridge removal portion of the **PROJECT** and Part B applies to the bridge reconstruction portion of the **PROJECT**.

CONSULTANT shall prepare from the **COUNTY** approved Design, the Final Design documents for Part A and Part B consisting of completed plans, profiles, typical sections (existing and proposed), cross sections (at 50' intervals or as specified by **COUNTY**), topography, existing utility locations, revised estimate of construction cost which includes itemized construction quantities, item quantity calculations and associated check calculations, structural calculations and associated check calculations, technical specifications/special provisions, independent structural check documentation, and specific documents requested by the **COUNTY** for review by Director of Public Works.

- a) **CONSULTANT** shall respond to **COUNTY** comments on 95% Design submittal and participate in comment resolution meeting.
- b) **CONSULTANT** shall update 95% Design documents to resolve and incorporate comments from external review, as appropriate, in the form of Final Design (Issued for Bid) documents
- c) Upon completion of the approved contract drawings, specifications, and other documents, **CONSULTANT** shall submit contract drawings in full size mylar tracings and specifications to the **COUNTY** for signature and printing for bid, by **COUNTY**, if approved by **COUNTY**. **CONSULTANT** shall also submit contract specifications, Final Design drawings, and associated files in electronic disk form, as required in Section 3 of this Agreement.
- d) **CONSULTANT** shall furnish **COUNTY** with duplicate copies of all other documents prepared during this phase by **CONSULTANT** or sub-consultants which were completed in conjunction with the **PROJECT** for **COUNTY**'s records. **CONSULTANT** shall submit to the **COUNTY**, in duplicate, copies of any and all calculations, sketches, diagrams and other documents prepared during for the Final Design Document (Task 4). Design computer aided drawings and associated files shall be submitted to **COUNTY** in electronic disk form for review, as stipulated in Section 3 of this Agreement.

For Task 4 Deliverables shall consist of the following:

- Comment responses on 95% Design submittal.
- Final Design for Part A and Part B (Issued for Bid) documents (Plans, Special Provisions, calculations, quantities, cost estimate, construction schedule)

4.1.5 Design – TASK 5 – DESIGN SERVICES DURING CONSTRUCTION

Task 5 consisting of the following components shall consist of a Part A and Part B. Part A applies to the bridge removal portion of the **PROJECT** and Part B applies to the bridge reconstruction portion of the **PROJECT**.

This task includes the work involved in assisting the **COUNTY** during the Bidding and Construction Phases. Typical activities include participation in pre-bid meeting and construction meetings, responding to bidder inquiries, responding to Contractor's Requests for Information (RFIs), review of Contractor's submittals, observation of construction, and providing miscellaneous support as requested by the COUNTY.

Support services during construction shall be on an as-needed basis as requested by the **COUNTY**. As the actual amount of effort involved is difficult to estimate, **CONSULTANT** will provided services on a time-and-materials basis up to the Not to Exceed amount for this task. **CONSULTANT** will notify the **COUNTY** and request further authorization and funding prior to providing services that would exceed the Not to Exceed amount.

- a) The Construction Services will commence upon receipt of written notification by Director of Public Works, or his designated representative, and will terminate when required services have been satisfactorily completed, as determined by the **COUNTY**.
- b) **CONSULTANT** shall respond to Requests for Information (RFIs) to provide interpretations and/or clarifications regarding the contract documents, as needed. **CONSULTANT** shall assist **COUNTY** in preparation of necessary addenda, and analyzing bids if needed—**CONSULTANT** shall be available to **COUNTY** to provide clarification and answer inquiries from contractors and the **COUNTY** regarding the plans and specifications during the bidding period.
- c) Upon award by the **COUNTY** of the construction contract, **CONSULTANT** shall assist **COUNTY** in responding to questions regarding plans and specifications prepared by **CONSULTANT**. **CONSULTANT** shall interpret the technical requirements of the contract documents and advise the **COUNTY** on technical instructions to the contractor.
- d) **CONSULTANT** shall review and take appropriate professional action on laboratory, shop and mill tests, reports of equipment performance, shop drawings, samples and other submissions of the contractor for conformance with the design of the **PROJECT** and for compliance with the construction contract documents

- e) **CONSULTANT** shall review Contractor's submittals for conformance with the design concept and the intent of and compliance with the contract documents. **CONSULTANT** will advise **COUNTY** regarding construction means, methods, techniques, sequences or procedures of construction or to safety precautions and programs in connection with the work.
- f) **CONSULTANT** shall participate in construction meetings and perform site visits to observe construction, as requested by the **COUNTY**. **CONSULTANT** may be required to make continuous or periodic on-site inspections to check the quality or quantity of the work. On the basis of on-site inspections, **CONSULTANT** shall aid the **COUNTY** to protect against defects and deficiencies in the work of the contractor by advising and consulting with the **COUNTY** on technical instructions to the contractor and may disapprove contractor's work as failing to meet contract documents.
- g) The **CONSULTANT** will be responsible for the preparation of preliminary, final and supplementary sketches required to resolve problems due to changed field conditions encountered.
- h) The **CONSULTANT** will be responsible for reviewing, commenting and recommending approval, on the basis of conformity with the final design and contract documents, on all shop drawings including, but not limited to: falsework, shoring, trenching and support structures.
- i) **CONSULTANT** shall assist the **COUNTY** in preparing change orders and necessary design drawings of this Agreement. The source or origin of change, as well as its final cost will be documented with the assistance of the **CONSULTANT** to establish proper costs and cost sharing responsibility with the appropriate parties involved in the change.
- j) **CONSULTANT** shall ascertain that the **PROJECT** is being constructed in conformance with the final design and is in compliance with the contract documents.
- k) **CONSULTANT** representative shall attend meetings when requested by **COUNTY**, during construction with the contractor and representatives of the **COUNTY**.
- l) **CONSULTANT** shall provide professional services made necessary by default of the contractor in the performance of the construction contract. **CONSULTANT** shall assist the **COUNTY** with miscellaneous activities (e.g., review of Contractor's Notices of Potential Claim, Requests for Change, quality control submittals, Requests for Substitution, etc.) related to the design, as requested by the **COUNTY** (e.g., review of Contractor's Notices of Potential Claim, Requests for Change, quality control submittals, Requests for Substitution, etc.) related to the design, as requested by the **COUNTY**

- m) Provide services as an expert witness in connection with any public hearing, arbitration, proceeding, or proceeding of a court record.

For Task 5 Deliverables shall consist of the following:

- RFI Responses.
- Reviewed Contractor's submittals.
- Written correspondence related to assistance with miscellaneous activities.

4.2 OPTIONAL MISCELLANEOUS ENGINEERING SERVICE (OMES)

CONSULTANT shall perform or obtain, but not be limited to, any and/ or all of the following OMES if so authorized in writing by **COUNTY**, and shall be paid as provided in Exhibit B of this Agreement. The performance of OMES required, at the **COUNTY'S** option must be ordered in writing by **COUNTY**.

Authorization, in writing by **COUNTY**, of OMES shall have a not to exceed amount associated with the specific item of work and this amount shall not be exceeded by the **CONSULTANT** without written authorization from the **COUNTY**.

- a) **CONSULTANT** shall perform OMES, which may be required to provide a complete and approved design for services deemed necessary by the **CONSULTANT** and approved by **COUNTY** to perform Tasks 2-5 of this Agreement. These services shall include but not be limited to surveying, soils/ geotechnical investigations and recommendations, and base isolation studies. Prior to commencing any activity on or in vicinity of dam, **CONSULTANT** shall obtain approval of CCSF and **COUNTY**. In this respect, the **CONSULTANT** shall assist the **COUNTY** to obtain said approvals and any necessary permits.
- b) Attendance at meetings in excess of those stated for Task 1 and Task 5 in Section 4.1.1 and/ or Exhibit A and B of this Agreement.
- c) Design of utility facilities, not to include storm drainage, requiring relocation as the result of this **PROJECT** and incorporation of said design into the plans and specifications. Incorporation of the location of utility facilities, existing and proposed, onto the **PROJECT** plans shall not be considered as OMES and thus not subject to this Section, as this work shall be considered as paid for under Task 3 in Section 4.1.3 .
- d) Review and update Plans and Specifications provided in Section 4.1.4 Task 4B prior to award of the reconstruction portion of **PROJECT**, if needed.
- e) **CONSULTANT** will request of **COUNTY** such miscellaneous engineering information as specified above as required, and **COUNTY** will at its option either furnish **CONSULTANT** with such information or will order the **CONSULTANT**, in writing, to perform such services.

SECTION 5. GENERAL OBLIGATIONS OF CONSULTANT

5.1 CONSULTANT PERSONNEL

The **CONSULTANT** shall provide the **COUNTY** with resumes of all engineering staff members to be assigned to said **PROJECT** to include project manager, project engineer(s), designers, computer technicians, in advance of commencing any design activities, as outlined under Section 4 of this Agreement. Once the **COUNTY** approves the technical personnel to be assigned to the **PROJECT**, any substitutions or additions shall be subject to written approval by the **COUNTY**. The use of additional sub consultants shall be as stipulated in Section 12 of this Agreement.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement. **CONSULTANT** further declares that one or more members or employees of its firm and that of its sub consultants, if so required by the State, if any, are licensed by the State of California to perform their services and that these services will be performed by them or under their direct supervision. **CONSULTANT** shall furnish to **COUNTY** for approval, upon execution of this Agreement, a list of all firms or corporations to be employed as sub consultants.

Nothing in this Agreement abrogates the professional responsibilities of the **CONSULTANT** and/ or sub consultants with respect to design defects, errors, omissions, or malpractice.

5.2 NON-DISCRIMINATION

The **CONSULTANT** shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Sub consultants under this Agreement.

In the selection of **CONSULTANT**'s employees or in the retention of sub-contractors, including procurement of materials and leases of equipment, with regard to the work performed under this Agreement, no person shall be excluded from participation in, denied benefits of, or be subject to discrimination on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

CONSULTANT further covenants and agrees to perform all work in accordance with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

CONSULTANT shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

CONSULTANT shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. **CONSULTANT**'s equal employment policies shall be made available to **COUNTY** of San Mateo upon request.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the **CONSULTANT** to penalties, to be determined by the **COUNTY**, including but not limited to

- termination of this Agreement;
- disqualification of the **CONSULTANT** from bidding on or being awarded a **COUNTY** contract for a period of up to 3 years
- liquidated damages of \$2,500 per violation;
- imposition of other appropriate contractual and civil remedies and sanctions, as determined by the **COUNTY**.

To effectuate the provisions of this Section, the **COUNTY** shall have the authority to examine **CONSULTANT**'s employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to **CONSULTANT** under the Contract or any other Contract between **CONSULTANT** and **COUNTY**.

CONSULTANT shall report to the **COUNTY** the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified **CONSULTANT** that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. **CONSULTANT** shall provide **COUNTY** with a copy of their response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, **CONSULTANT** shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

The **CONSULTANT** shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

In the event that it is determined, by state or federal regulatory agencies, that any portion of the County Ordinance Code regarding employee benefits conflict with Federal or State regulations, the Federal or State regulations shall take precedence over the County requirements.

5.3 COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

CONSULTANT shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the **CONSULTANT** on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

5.4 CORRECTIONS AND REVISIONS

CONSULTANT shall make and provide to **COUNTY** all necessary corrections and/or revisions at the cost of the **CONSULTANT** when it is determined by the **COUNTY** that such changes are necessary for the **PROJECT** and are due to oversights, omissions or errors of **CONSULTANT**.

Payment to **CONSULTANT** for making any such necessary corrections and/or revisions, addendum, or contract change orders which are determined by the **COUNTY** to be due to the oversights, omissions, or errors of the **CONSULTANT** shall be considered as being included in the "Not to Exceed" amount as specified in Exhibit B. It is expressly understood that no additional payment shall be considered or made for these services.

SECTION 6. GENERAL OBLIGATION OF THE COUNTY

- a) **COUNTY** shall be responsible for the administration of the **PROJECT** for all phases of the work.
- b) **COUNTY** shall provide full information regarding its requirements for the **PROJECT**. **COUNTY** shall advise **CONSULTANT** of required format for contract drawings and specifications which are to be prepared by **CONSULTANT**. **COUNTY** shall provide **CONSULTANT** with its "boilerplate" portions of specifications further defined as Notice to Contractors, Special Provisions sections 1-11, Proposal, and Agreement in electronic form on compact disks (CD) in the **COUNTY**'s current version of software. **COUNTY** shall also provide **CONSULTANT** with format of contract drawing title sheet in electronic form on CD disks in the

COUNTY'S current version of software. The software currently used by the **COUNTY** is Auto CAD 2004, Autodesk Land Desktop 2004, Microsoft Office 2000 for Windows with Access, Excel and Word

- c) **COUNTY** shall examine documents submitted by **CONSULTANT** and shall render comments and direction pertaining thereto promptly, to avoid unreasonable delay in the progress of **CONSULTANT'S** work.
- d) **COUNTY** shall furnish environmental, structural, mechanical reports, laboratory test results, inspections, and any other pertinent information that are available.
- e) **COUNTY** shall provide **CONSULTANT** with input regarding timeframes for **COUNTY** and other agencies' review and the estimated duration of such reviews in excess of the 4 weeks, as described in Section 7.3.

SECTION 7. PROGRESS AND COMPLETION

7.1 NOTICE TO PROCEED

The Notice to Proceed shall be a letter, or similar instrument, signed by the Director of Public Works or the respective designated representative, and shall be labeled "Notice to Proceed". Such Notice to Proceed shall contain a reference to the work authorized by said Notice. **CONSULTANT** shall start within 10 days upon receipt by **CONSULTANT** of Notice to Proceed and written notification initiating specific Tasks from **COUNTY**.

7.2 TIME OF COMPLETION OF EACH TASK

CONSULTANT agrees to perform the engineering services described in Section 4, Exhibit A, and Exhibit B and described specifically within the time limits set forth in the **PROJECT** schedule required by Section 3 (d) of this Agreement. Any change in the scope of services will require a revised timetable, and any additional costs must be within the "not to exceed" amounts, unless agreed in writing in advance of the work performed.

COUNTY agrees to exercise due diligence in performing its tasks to implement the **CONSULTANT'S** time schedule provided per Exhibit A. The **CONSULTANT** shall provide an updated time schedule with monthly progress payments requests reflecting current progress per Exhibit B, "Method of Payment".

7.3 COUNTY'S REVIEW AND APPROVAL

Between each Task and at critical progress points as specified in Section 4, there shall be a review and approval period (approximately 4 weeks in duration) by **COUNTY** and other agencies. **COUNTY** shall reject **CONSULTANT'S**

submittal if **CONSULTANT** did not address changes and/or comments transmitted to **CONSULTANT** by **COUNTY** during previous review in current submittal.

SECTION 8. CHANGES IN WORK

The **COUNTY** may order major changes in scope or character of work in writing which are mutually acceptable, either decreasing or increasing the amount of **CONSULTANT**'s services. In the event that such changes are ordered, **CONSULTANT** shall be entitled to compensation for all work previously directed by **COUNTY** and performed by **CONSULTANT** prior to receipt of notice of change. Increased compensation for major changes shall be determined in accordance with Exhibit B of the Agreement, but in no event shall **COUNTY** be liable for payment unless the amount, of such extra compensation, shall first have been agreed to in writing by the **COUNTY**.

In the event that major changes are ordered pursuant to this Section, the schedule for progress and completion in Section 7 of this Agreement and compensation under Exhibit B of this Agreement, shall be adjusted by negotiation between **CONSULTANT** and **COUNTY**.

SECTION 9 RECORDS

The **CONSULTANT** and all sub consultants under its employ, supervision and/or control shall maintain all financial and technical records for inspection for a period of not less than three (3) years after the **COUNTY** makes final payment and all other pending matters are closed or upon termination of Agreement. Required records shall be subject to the examination and/or audit of the **COUNTY**, a Federal grantor agency, and the State of California.

Records of costs pertaining to the **PROJECT** shall be kept by **CONSULTANT** on a generally recognized accounting basis and shall be available for **COUNTY**'s review at mutually convenient times:

- a) Direct personnel expenses, including **CONSULTANT** expenses (see Exhibit B of this agreement.)
- b) Direct non salary reimbursable expenses (see Exhibit B of this agreement.)
- c) Expenses pertaining to OMES (see Exhibit B of this agreement.).

Reporting and Record Keeping: **CONSULTANT** shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the **COUNTY**.

CONSULTANT agrees to provide to **COUNTY**, to any Federal or State department having monitoring or review authority, to **COUNTY**'s authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and

regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

SECTION 10 CONFIDENTIALITY

All data produced or compiled by **CONSULTANT** shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the **COUNTY**. All financial, statistical, personal, technical, and other data and information relating to the **COUNTY**'s operation, which is made available to the **CONSULTANT** in order to carry out this Agreement, shall be presumed to be confidential.

CONSULTANT shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures, as the **COUNTY** requires of its own personnel.

SECTION 11 INTEREST OF CONSULTANT/CONSULTANT INDEPENDENT OF COUNTY

In accepting this Agreement, **CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no sub consultant or person having such an interest shall be employed throughout the term of this agreement.

CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **COUNTY**.

In the performance of the engineering services necessary for compliance with this Agreement, **CONSULTANT**, and any of its sub consultants or employees, shall be and is at all times considered, an Independent Contractor, and is not an agent or employee of **COUNTY** and that **CONSULTANT** acquires none of the rights, privileges, powers, or advantages of **COUNTY** employees. **CONSULTANT** has, and shall retain, the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him in the performance of his engineering services hereunder to include any and all sub consultants employed for the **PROJECT** described herein. **CONSULTANT** shall be solely responsible for all matters relating to payment of his employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his own acts and those of his subordinates and employees.

SECTION 12 SUB CONSULTANTS

CONSULTANT shall not assign this Agreement or any portion thereof to a third party or sub consultants with a third party to provide services required by contractor under this Agreement without the prior written consent of **COUNTY**. Any such assignment or subcontract without the **COUNTY**'s prior written

consent shall give **COUNTY** the right to automatically and immediately terminate this Agreement.

CONSULTANT shall be responsible for employing all sub consultants necessary to aid **CONSULTANT** in the performance of the services listed in Section 4 of this Agreement; provided, however, that a all such sub consultants shall receive prior written approval of **COUNTY** and shall remain acceptable to **COUNTY** during the term of this Agreement.

- a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between the **COUNTY** and any sub consultants, and no subcontract shall relieve the **CONSULTANT** of his/her responsibilities and obligations hereunder. The **CONSULTANT** agrees to be as fully responsible to the **COUNTY** for the acts and omissions of its sub consultants 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 **CONSULTANT**. The **CONSULTANT's** obligation to pay its sub consultants is an independent obligation from the **COUNTY's** obligation to make payments to the **CONSULTANT**.
- 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 sub consultants.
- c) **CONSULTANT** shall pay its sub consultants within ten (10) calendar days from receipt of each payment made to the **CONSULTANT** by the **COUNTY**.
- d) Any substitution of sub consultants must be approved in writing, by the **COUNTY**, in advance of assigning work to a substitute sub consultants.
- e) The **COUNTY** shall hold retainage from the **CONSULTANT** and shall make prompt and regular incremental acceptances of portions, as determined by the **COUNTY**, of the contract work, and pay retainage to the **CONSULTANT** based on these acceptances. The **CONSULTANT**, shall return all monies withheld in retention from a sub consultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the **COUNTY**. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the **COUNTY's** prior written approval. Any violation of this provision shall subject the violating **CONSULTANT** or sub consultant 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 **CONSULTANT** or sub consultant in the event of a dispute involving late payment or nonpayment by the **CONSULTANT**, deficient subcontract performance, or noncompliance by a sub consultant. This provision applies to both DBE and non-DBE **CONSULTANTS** and sub consultants.

- f) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

SECTION 13 COMPLIANCE WITH APPLICABLE LAWS

All services to be performed by **CONSULTANT** pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Exhibit "G," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

CONSULTANT will timely and accurately complete, sign, and submit all necessary documentation of compliance.

The **CONSULTANT** shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775.

SECTION 14 GENERAL PROVISIONS

- a) The **CONSULTANT** acknowledges that time is important in completing the **PROJECT** defined and agrees to complete all work within the time frame as stipulated within the schedule as required by Section 3(d) of this Agreement and commencing with the receipt of the **COUNTY**'s Notice to Proceed.

This **PROJECT** will be subject to a delay between Task 5A, bridge removal, and Task 5B, bridge replacement due to dam improvements by CCSF. Said delays beyond the control of the **CONSULTANT**, resulting in **CONSULTANT**'s work extending beyond the time limit stated above, will be a justification for an increase in the **CONSULTANT**'s fee. Such increase shall be commensurate with salary increases resulting from cost of living and increases in overhead expenses and shall be approved, in writing, by the **COUNTY**. Such increase shall not apply to an increase in the **CONSULTANT**'s scope of work for this **PROJECT**. Any delays which are occasioned by others, over which the **CONSULTANT** has no control and

which are clearly documented as such, are excluded from the time schedule as shown. Any adjustment beyond the time duration as indicated above shall be approved, in writing, by the Director of Public Works.

- b) The **CONSULTANT** upon becoming aware of factors which would result in delays shall be responsible for alerting **COUNTY** to potential delays well in advance in order that possible mitigation measures may be evaluated. **CONSULTANT** shall detail the nature and reasons for potential delays and shall provide the **COUNTY** with possible mitigation measures for consideration.
- c) On all matters pertaining to the schedule to be performed and the time taken by **CONSULTANT** to perform such services, the decision of the Director of Public Works or the respective designated representative will be final after discussions between **COUNTY** and **CONSULTANT**.
- d) The **CONSULTANT** represents that he/she 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 he/she has not paid or agreed to pay any company or persons, other than bona fide employee, and 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 **COUNTY** 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.

SECTION 15 OWNERSHIP OF DOCUMENTS

All tracing, sketches, plans, specifications, estimates, maps, design calculations, quantity calculations, supporting documents, studies, survey notes, and other documents prepared by **CONSULTANT** or sub consultants under the terms of this Agreement shall be delivered to and become the property of the **COUNTY** without restrictions or limitation on their use. However, should the **COUNTY** re-use or utilize data or drawings not for their intended use then **COUNTY** shall be liable.

Computer files used by **CONSULTANT** to produce the final set of plans and specifications shall be delivered in Auto CAD 2004, Autodesk Land Desktop 2004, Microsoft Office 2000 for Windows with Access, Excel, and Word electronic form on compact disks, on media acceptable to **COUNTY** at no additional cost and becomes the property of the **COUNTY**.

SECTION 16 TERMINATION OF AGREEMENT

Subject to compliance with all terms and conditions, the term of this Agreement shall be from date of execution through December 30, 2012.

This Agreement may be terminated by **CONSULTANT**, the **COUNTY**'s Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

The **COUNTY** may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to **CONSULTANT** as soon as is reasonably possible after the county learns of said unavailability of outside funding.

The **COUNTY** is under no obligation to employ the **CONSULTANT** for all phases of work as outlined in this Agreement, but reserves the right to employ other consulting firms for the various tasks. If, in the **COUNTY**'s opinion, the **CONSULTANT** is without cause, not diligent in pursuing any of the engineering services provided for in this Agreement, the Director of Public Works may, at his option, with no less than seven (7) days after written notice to **CONSULTANT**, terminate this Agreement for engineering services or retain a different **CONSULTANT** to do the same, and retain the appropriate portion of any sums not yet paid to the **CONSULTANT**. Lack of diligence may include but is not limited to: lack of compliance with agreed upon schedule, submittal of partially completed required documents, and lack of quality control. **CONSULTANT** agrees that failure to carry out the requirements, as set forth in this Section shall constitute a breach of contract and after appropriate notification, may result in termination of the Agreement by the **COUNTY**, as the **COUNTY** deems appropriate.

SECTION 17 NON-ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned, sublet or transferred by **CONSULTANT**, in whole, or in part without the written consent of the **COUNTY**.

If **CONSULTANT** elects to subcontract the soil investigation, photogrammetric mapping, traffic engineering, surveying, seismic studies or any other portions of the contract, **CONSULTANT** shall notify the Director of Public Works in writing with whom **CONSULTANT** proposes to subcontract. The approval for use of sub consultants for any aspect of the work not initially identified as part of the design team shall only be after written approval from the **COUNTY**, as stipulated in Section 12 of this Agreement.

SECTION 18 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACT REQUIREMENTS

The parties recognize that the **PROJECT** for which the **CONSULTANT**'s services are being retained in financed through funds obtained for the Department of Transportation (DOT) and Federal Highway Administration (FHWA). Consequently, the DBE requirements of 49 CFR, Part 26 apply to this agreement. As required by

federal law, the State has established a statewide overall DBE goal. This COUNTY federal-aid contract is considered to be part of the statewide overall DBE goal. The COUNTY is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

- a) This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Obtaining DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- b) DBE 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, subrecipient or sub consultant 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.
- c) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.
- d) 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.
- e) 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.
- f) 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.

- g) 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 **CONSULTANT**s shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. Exhibit E "Disadvantaged Business Enterprise Reporting Information", instruction and forms shall be utilized for DBE reporting.
- h) 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)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM, Exhibit E), certified correct by the **CONSULTANT** or the **CONSULTANT**'s authorized representative and shall be furnished to the **COUNTY** with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (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)" is submitted to the **COUNTY**.
- i) If a DBE sub consultant is decertified during the life of the Agreement, the decertified sub consultant shall notify the **CONSULTANT** in writing with the date of de-certification. If a sub consultant becomes a certified DBE during the life of the Agreement, the sub consultant shall notify the **CONSULTANT** in writing with the date of certification. Any changes should be reported to the within 30 days.
- j) If materials or supplies are obtained from a DBE manufacturer, **CONSULTANT** shall utilize the reporting instructions in Exhibit E "Disadvantaged Business Enterprise Reporting Information".

SECTION 19 HOLD HARMLESS AND INSURANCE CLAUSES

19.1 HOLD HARMLESS

To the full extent permitted bylaw, **CONSULTANT** shall indemnify and save harmless the **COUNTY**, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including **CONSULTANT**, its officers, employees and servants, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from **CONSULTANT**'s failure to comply with applicable laws, or (D) any other loss or cost resulting from the **CONSULTANT**'s negligent or reckless

acts or omissions or willful misconduct in connection with the performance of any work required of **CONSULTANT** or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the **COUNTY** has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of **CONSULTANT** to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

19.2 INSURANCE

The **CONSULTANT** shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the **COUNTY**, and **CONSULTANT** shall use diligence to obtain such insurance and to obtain such approval. The **CONSULTANT** shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the **CONSULTANT**'s coverage to include the contractual liability assumed by the **CONSULTANT** pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the **COUNTY** of any pending change in the limits of liability or of any cancellation or modification of the policy.

19.2.1 Worker's Compensation Insurance and Employer's Liability Insurance.

The **CONSULTANT** shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the **CONSULTANT** certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

19.2.2 Liability Insurance

The **CONSULTANT** shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as

well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- a) Comprehensive General Liability \$ 1,000,000
- b) Motor Vehicle Liability Insurance \$ 1,000,000
- c) Professional Liability \$ 1,000,000

COUNTY and it's officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, except professional liability and Worker's Compensation, which shall also contain a provision that the insurance afforded thereby to the **COUNTY**, it's officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, but only to the extent of the **CONSULTANT**'s negligence, and that if the **COUNTY** or it's officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

The **CONSULTANT** shall provided proof of continuing professional liability insurance to **COUNTY** in the amount of \$1,000,000 for a period of two (2) years after acceptance by **COUNTY** of the work constructed in conformance with **CONSULTANT**'s design and any subsequent revisions/ modifications made by **CONSULTANT**. After three (3) years from the date this agreement is first executed, the **COUNTY** may at it's sole discretion, require an increase in the amount of liability insurance to the level then customary in similar **COUNTY** agreements by giving sixty (60) days notice to **CONSULTANT**.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the **COUNTY** at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this agreement.

SECTION 20 DISPUTES AND REMEDIES

Any dispute between the parties to this Agreement regarding the interpretation or application of any provision contained herein shall be resolved by binding arbitration or in a court of competent jurisdiction pursuant to the laws of the State of California. The venue for any court action to interpret or enforce the provisions of this Agreement shall be the State courts of San Mateo County. Each party shall bear its own costs and attorney fees associated with the resolution of the dispute.

SECTION 21 TITLE 49 CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSIONS CERTIFICATION

The CONSULTANT, under penalty of perjury, certifies that, except as noted below, he/ she or any person associated therewith in the capacity of owner, partner, director, officer, manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. If there are any exceptions to the certification, insert the exceptions in the following space:

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

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of this Agreement. Signing this Agreement on the signature portion thereof shall constitute signore of the certification.

SECTION 22 PROHIBITIONS OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

The CONSULTANT certifies to the best of his or her knowledge and belief that:

- a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the 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.
- b) 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 CONSULTANT shall complete and submit Standard Form-LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions in Exhibit F – “Federal Lobbying Reporting Information”.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

SECTION 23 NOTIFICATIONS

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

COUNTY James C. Porter, Director, Public Works Agency
County of San Mateo
555 County Center, Fifth Floor
Redwood City, CA 94063

CONSULTANT S. Aileen Read, Vice President
PB Americas, Inc.
303 Second Street, Suite 700 North
San Francisco, CA 94107

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

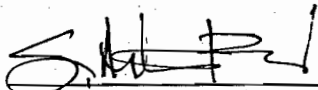
SAN MATEO COUNTY

BY _____
President, Board of Supervisors
San Mateo County

ATTEST

Clerk of said Board

CONSULTANT PB Americas, Inc.

BY: 

S. Aileen Read
Vice President

Exhibit "A"
SCOPE OF SERVICES

INTRODUCTION AND PROJECT DESCRIPTION

Map showing the project location is attached.

Crystal Spring Dam Bridge was constructed in 1924 as part of the State Route 35. It was relinquished to the County when Interstate 280 was completed. In a study done in 2002, the bridge over the Lower Crystal Spring Dam has been classified as seismically unsafe and is estimated to have 6 to 10 years of remaining life.

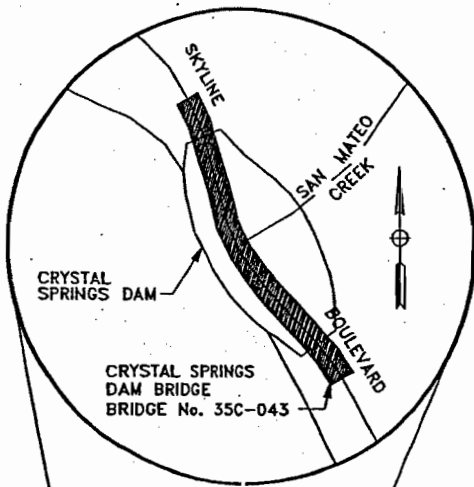
In 1996 the County engaged PB to design the replacement bridge. The design and specifications were 95% complete in 1998. Before design could be completed, the presence of the California red-legged frog, a federally listed endangered species, resulted in project delays. The County has been working with the San Francisco Public Utility Commission (SFPUC) to locate enhancement sites in the SFPUC watershed and with Caltrans to establish a Mitigated Negative Declaration to address the red-legged frogs so that the bridge replacement project can proceed.

The proposed project will result in the replacement of the existing bridge on top of Crystal Springs Dam with a wider, concrete bridge. The adjacent road, to the north and south of the new bridge (i.e., Skyline Boulevard), will be recontoured to meet the profile of the new bridge. Raising the grade of Skyline Boulevard at both the north and south ends of the bridge for 300 feet on both ends, and adjusting the access to the parking area on the north side will accomplish this.

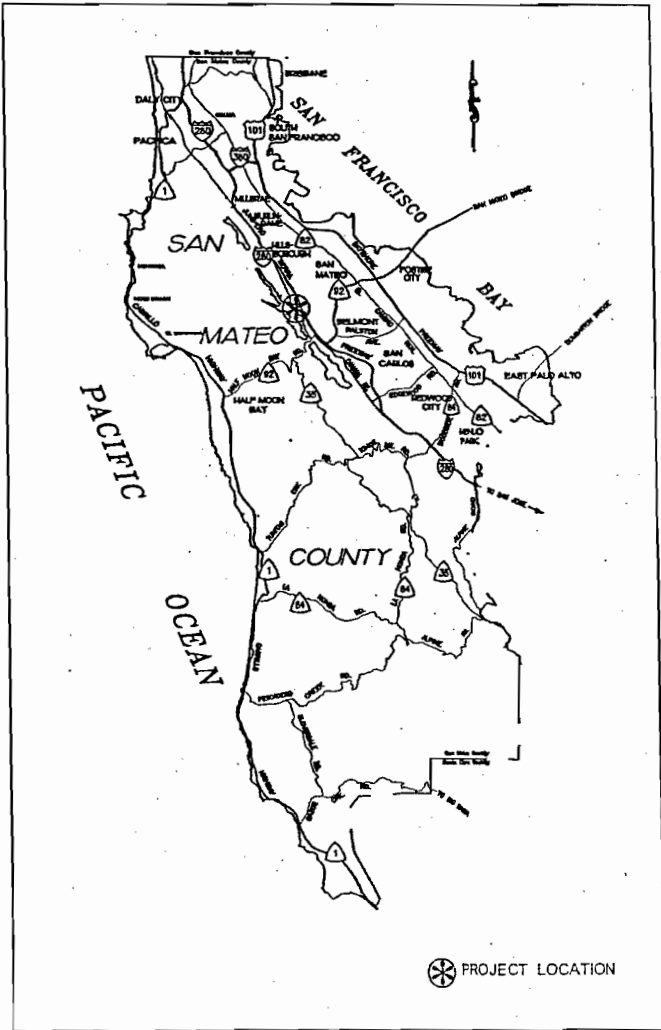
The new bridge design accommodates proposed modifications of the dam that are currently being considered by the SFPUC. The bridge will have piers located in the spillway, and therefore, will have impact on the spillway design.

The demolition and removal of the existing bridge and construction of the proposed bridge is estimated to occur over two years in phases. Once the existing bridge has been removed, SFPUC will construct their dam improvements, and then construction of the new bridge will begin. Construction techniques designed to avoid activities that could potentially result in the deposition of sediments or construction materials in San Mateo Creek and/or the Lower Crystal Springs Reservoir will be implemented. A combination of mitigation and avoidance strategies will be used to protect the frogs on the dam during demolition and construction.

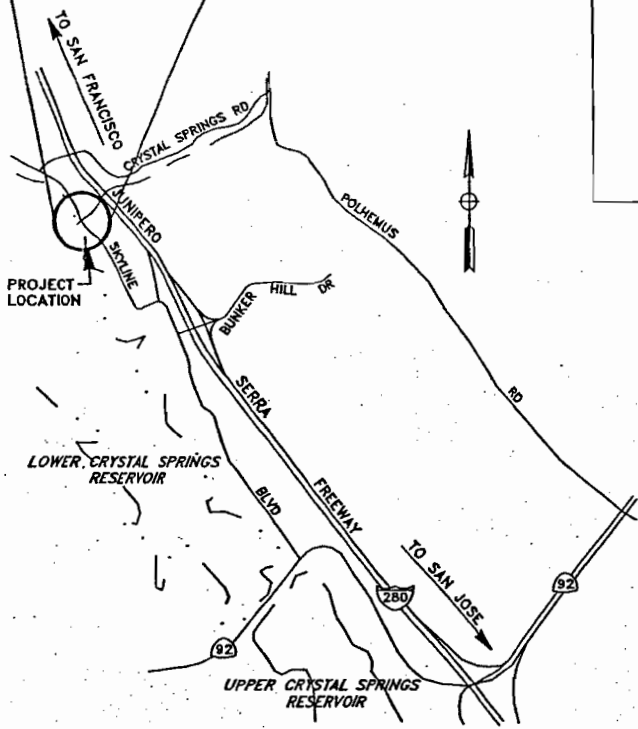
PB Americas, Inc. will serve as the County's consultants for Engineering and Management Services to prepare two sets of contract packages. The first package will consist of plans and specifications for the demolition and clearing of the existing bridge (Task 4A). The second package will consist of the bridge and approach reconstruction plans and specifications (Task 4B). The consultant will also assist in construction engineering and design services during removal of the existing bridge (Task 5A) and during construction of the replacement bridge (Task 5B), as described in the "Scope of Services"



LOCATION MAP



PROJECT LOCATION



VICINITY MAP



DESIGNED BY: JNH
 CHECKED BY: ZA
 DRAWN BY: JNH

CRYSTAL SPRINGS DAM NEAR SAN MATEO
 COUNTY BRIDGE NO.67 (STATE BRIDGE NO. 35C-043)

VICINITY MAP

SCALE: NONE
 DATE: 08-07-2007
 FILE NO: R1103

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS
 SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR
 REDWOOD CITY, CALIFORNIA 94063-1665

Exhibit "A"**SCOPE OF SERVICES**

In consideration of the payments set forth in Exhibit "B", the consultant shall provide the following services:

Scope of services shall include participation at meetings, generation and verification of support information, documentation and reports, and all tasks necessary for the preparation of plans and specification package for the bridge replacement project as described in Section 4, of this agreement and as outlined below. Scope shall also include assistance to the County in providing design related information for the preparation of applications for revisions to the existing regulatory permits necessary for project progress.

List of Deliverables:

For Task 1 Deliverables shall consist of the following:

- Project Implementation Plan.
- Project Quality Control Plan.
- Monthly progress reports.
- A baseline project schedule for the design phase (Tasks 2 through 4), and monthly schedule updates.
- Correspondence to the County, communicating project issues and progress.

For Task 2 Deliverables shall consist of the following:

- Technical Memorandum summarizing significant changes to existing conditions, new code/criteria requirements, and requirements for completing preparation of contract documents

For Task 3 Deliverables shall consist of the following:

- 50% Design submittal (Plans and Special Provisions) for Part A and Part B.
- Comment responses on 50% Design submittal.
- 95% Design submittal (Plans, Special Provisions, calculations, quantities, cost estimate, construction schedule) for Part A and Part B.

For Task 4 Deliverables shall consist of the following:

- Comment responses on 95% Design submittal.
- Final Design for Part A and Part B (Issued for Bid) documents (Plans, Special Provisions, calculations, quantities, cost estimate, construction schedule)

For Task 5 Deliverables shall consist of the following:

- Request for information (RFI) responses.
- Reviewed Contractor's submittals.
- Written correspondence related to assistance with miscellaneous activities.

Tasks that the County will provide:

1. Project management, coordinate this project with various consultants, departments, and other agencies
2. Submit all applications to permitting agencies
 - a. monitor progress of permit status
 - b. verify that all applicable regulations are inserted into plans and specifications
3. Provide CEQA documentation for project.
4. Provide plan sheet formats in electronic format to consultant
5. Provide boilerplate specifications in electronic format to consultant
6. Process progress payments to consultant and contractors upon completion and acceptance of deliverables. County shall make the sole determination on acceptance of the deliverables.
7. Provide project administration
 - a. Report to Board of Supervisors
 - b. Advertise project
 - c. Award Bid
 - d. Prepare Notice to Proceed
 - e. On-site inspection support
 - f. Check progress payment requests
 - g. Prepare Notice of Completion
8. Coordinate with SFPUC and PG&E for conflicts.

Exhibit " B "**PAYMENT BY COUNTY OF SAN MATEO AND
CONSULTANT SCHEDULE AND FEES**

For individual Engineering Services Tasks and OMES, performed as identified in this Agreement, the total not to exceed sums due consultant shall be as follows:

Payment Segregation

Task 1	Project management and coordination	\$87,900
Task 2	Review of existing conditions	\$22,600
Task 3	Draft 50% and 95% design	\$286,700
Task 4A	Final design documents for bridge removal (2008)	\$16,000
Task 4B	Final design documents for bridge construction (2008)	\$63,800
Task 5A	Design support during bridge removal (2009)	\$13,500
Task 5B	Design support during bridge construction (2012)	\$76,500
	Optional Miscellaneous Engineering Services	\$25,000
		Total \$592,000

PAYMENT BY COUNTY OF SAN MATEO

The **CONSULTANT**, together with the **COUNTY**, shall establish a detailed budget for the services contained herein pursuant to the category breakdown defined in subsections below, and as referenced to the Federal Acquisitions Regulations Contract Cost Principles and Procedures (CFR 48, Federal Acquisitions Regulations System, Ch. 1, Part 31).

In consideration of the furnishing of the engineering and construction management services by **CONSULTANT**, as herein provided, **COUNTY** agrees to pay **CONSULTANT** for services described in this agreement and Exhibit B as Engineering Services.

The **COUNTY** reserves the right to withhold payment if the **COUNTY** determines that the quantity or quality of the work performed is unacceptable.

NOT TO EXCEED

The Not to Exceed amount for this agreement, shall be Five Hundred Ninety Two Thousand dollars (\$592,000) unless said amount is authorized to be increased by the County Board of Supervisors.

It is expressly understood that the amounts so indicated above in, "Payment Segregation", are considered to be the maximum payment (Not To Exceed) to be paid to the **CONSULTANT** for the various Tasks identified.

Any cost for task services deemed necessary by the **COUNTY** for completion should be authorized in writing prior to proceeding with the specific Task work. Payments for services performed are due and payable upon completion and approval by the **COUNTY**.

PAYMENT FOR TASKS AND OMES

ENGINEERING SERVICES AND OMES

For the performance of Basic Services (Task 1, 2, 3, 4A, 4B, 5A, and 5B) and Optional Miscellaneous Engineering Services (when ordered in writing to perform said services for **COUNTY**), and as described in Section 4 of this Agreement, **CONSULTANT** shall be paid in accordance with the following schedule:

- a) **COUNTY** agrees to pay **CONSULTANT** for engineering services described in Exhibit A and B of this Agreement on a time and materials basis with Not-to-Exceed amounts of \$567,000 for the services described in Sections 1, 2, 3 and 4.1 ("Basic Services"), and \$25,000 for services described in Section 4.2 ("OMES"). The payment rate ranges for services provided under this Agreement shall be as set forth on the table below, under Consultant Schedule and Fees.
- b) Payments for services performed are due and payable monthly upon the completion of the engineering services as determined, accepted and approved by the Director of Public Works and upon submission of a written statement therefore by **CONSULTANT** to **COUNTY** together with supporting documentation such as personnel time records and copies of outside service invoices.
- c) Outside Services, Direct Nonsalary Expenses, and Reimbursable Costs - **COUNTY** shall pay an amount equal to the actual invoice cost of outside services and direct nonsalary expenses, including subconsultants, which are required for, and which are actually utilized for the performance and furnishing of engineering services. Said outside services and direct nonsalary expenses shall be considered to include but not be limited to soil **CONSULTANT**'s, architects, outside services for reproduction, printing, development of graphics, assembly of deliverables, and delivery services. No additional charges shall be added to the outside service billings.
- d) Transportation - An amount equal to the current authorized County reimbursement rates (\$0.485 as of July 2007) per mile, for each mile driven for the performance of engineering services. The distance utilized for determination of mileage shall be from the **CONSULTANT**'s place of business to the location of the site of the meeting/ investigation and return to **CONSULTANTS** place of business.

METHOD OF PAYMENT

Payment shall be made by **COUNTY** only for services rendered, acceptance of deliverables, and upon submission in duplicate of monthly progress payment requests. Invoice format shall be determined by the **COUNTY**, and monthly payment will be based on work approved by the **COUNTY**. The **CONSULTANT** shall provide financial summary of all activities performed during the period for which the payment is being requested and shall clearly indicate original budget, amount of billing, and balance available for each activity (Task). **CONSULTANT** shall also provide with each monthly progress payment request, statements regarding total work, in percent, completed per phase and an updated time schedule detailing progress and completion of design activities in accordance with Section 7.2, "Time of Completion of Each Task".

Payment for Tasks and OMES shall be made by **COUNTY** in the following manner: **CONSULTANT** shall furnish a written statement for together with other data or evidence showing monthly services as may reasonably be required by Director of Public Works, or his duly appointed representative. **COUNTY** shall, after determination of progress commensurate with amount due **CONSULTANT**, pay **CONSULTANT** the amount found to be due in the manner provided by law for the allowances of claims against the **COUNTY** within thirty (30) working days upon submission of approved invoice.

It is expressly understood that the amounts so indicated in above in, "Payment Segregation", are considered to be the maximum payment (Not To Exceed) to be paid to the **CONSULTANT** for the various Tasks identified. If there is an underrun of effort and cost associated with any completed Task, such underruns shall be available to cover possible overruns of effort and cost in another task. Reallocation of Task Not to Exceed Amounts will not be made from uncompleted Tasks. The **CONSULTANT** shall not receive payment for a subsequent Task until completion of the previous Task to the satisfaction of the **COUNTY**, unless prior written approval has been obtained from the **COUNTY**.

PAYMENT UPON SUSPENSION OR ABANDONMENT OF PROJECT. TERMINATION OF AGREEMENT

If unplanned progress is suspended for more than ninety (90) calendar days, or abandoned in all or in part, **CONSULTANT** shall be paid for its services performed prior to receipt of thirty (30) days written notice from **COUNTY** of such suspension or abandonment. In the event that the **COUNTY** abandons part of the **PROJECT** the **COUNTY** may specifically authorize additional work necessary to properly close out the **PROJECT**.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by **CONSULTANT** under this Agreement shall become the property of the **COUNTY** and shall be promptly delivered to the **COUNTY**. Upon termination, the **CONSULTANT** may make and retain a copy of such materials.

Subject to availability of funding, **CONSULTANT** shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

If this agreement is suspended or terminated due to fault of **CONSULTANT**, **COUNTY** shall be obligated to compensate **CONSULTANT** only for that portion of **CONSULTANT**'s services that were satisfactorily performed to the satisfaction of the **COUNTY**.

PERFORMANCE OF SERVICES IF CONSULTANT IS NOT DILIGENT IN PERFORMING WORK

In the event **CONSULTANT** is not diligent in pursuing the designated services as specified, the **COUNTY** may, seven (7) days after written notice to **CONSULTANT**, perform any such required engineering services or retain a different **CONSULTANT** to do the same, and the cost associated with having said work completed by a means other than the **CONSULTANT** will be retained from any sums not yet paid to the **CONSULTANT**.

CONSULTANT SCHEDULE AND FEES

Compensation for services provided by **CONSULTANT** in Exhibit "A" shall be on the basis of labor and expenses as described below.

Labor costs shall be the total number of hours worked on the Project by each employee multiplied by a Salary Cost Factor of 2.853 to cover Direct Salary Costs, General Overhead, and profit. The Salary Cost Factor will not change for the life of this Project.

- a) Direct Salaries are the actual hourly rates paid **CONSULTANT**'s employees for work directly performed on the Project, exclusive of payroll-related taxes, payments, premiums and benefits. Escalation on salaries may be applied annually at an aggregate rate not to exceed 6% per year. If any individual's rate increases by more than this percentage, **CONSULTANT** shall notify **COUNTY** and request a waiver of this provision.
- b) General Overhead Costs are a percentage of Direct Salaries paid **CONSULTANT**'s employees on all client's projects, necessary to cover those indirect general and administrative costs incurred by the **CONSULTANT** during the period of performance of services.

Expenses shall be subconsultant costs and costs incurred on or directly for the Project, other than Labor costs, which are reasonably necessary for the **CONSULTANT**'s performance under this Agreement. Such expenses shall be computed on the basis of current rates for items provided by the **CONSULTANT** and shall include, but not be limited to: premiums for special insurance required as a result of this Agreement, communications (telephone, facsimile, regular and express mail, messenger services),

mileage, reproduction, field and laboratory tests and analyses, and special equipment and tools used on the Project and not considered "tools of the trade".

The estimated hours per labor category and costs per task for Basic Services are shown in the table below.

Crystal Springs Dam Bridge Replacement Project Estimated Hours and Costs	Task 1 - Project Management and Coordination	Task 2 - Review of Existing Conditions	Task 3 - Draft (50% and 95%) Design	Task 4 - Final Design	Task 5 - Design Support During Construction	Total
	Estimated Hours					
Principal	122	0	0	0	0	122
Sr. Supervising Engineer	76	36	344	50	40	546
Supervising Engineer	0	0	142	60	40	242
Lead Engineer	108	68	810	240	220	1,446
Designer/Engineer	56	52	658	186	120	1,072
Project Administrator	140	0	0	0	80	220
Administrative Assistant	80	0	76	52	80	288
Subtotal Hours	582	156	2,030	588	580	3936
Subtotal Labor	\$87,300	\$22,400	\$284,700	\$ 78,000	\$ 89,100	\$561,500
Subtotal Direct Expenses	\$ 600	\$ 200	\$ 2,000	\$ 1,800	\$ 900	\$ 5,500
Subtotal Labor + Direct Expenses	\$87,900	\$22,600	\$286,700	\$ 79,800	\$ 90,000	\$567,000

Billing rate ranges used to establish the cost of the Not to Exceed limits for the scope of work are as follows:

Principal	\$245 to \$265
Sr. Supervising Engineer	\$180 to \$210
Supervising Engineer	\$140 to \$165
Lead Engineer	\$135 to \$155
Designer/Engineer	\$80 to \$110
Project Administrator	\$90 to \$110
Administrative Assistant	\$70 to \$90

Exhibit "C"

County of San Mateo

Equal Benefits Compliance Declaration Form
(To be submitted with Proposals)

I. Vender Identification

Name of Contractor: PB Americas, Inc
Contact Person: S. Aileen Read
Address: 303 Second St Ste 700 North
San Francisco, CA 94107

Phone Number: (415) 243-4600 Fax Number: (415) 243-9501

II. Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

* If the answer to one or both of the above is no, please skip to Section IV.

III. Equal Benefits Compliance (Check One)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement, which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20th day of Sept. 2007 at San Francisco, CA
(City) (State)

[Signature]
Signature

S. Aileen Read
Name (Please print)

9/20/07

Vice President

Exhibit "D"

COUNTY OF SAN MATEO

Employee Jury Service Compliance Declaration Form
(To Be Submitted with Proposal)

I Vendor Identification

Name of Contractor: FB Americas, Inc
Contact Person: S. Aileen Read
Address: 303 Second St Ste 700 North
San Francisco, CA 94107
Phone Number: (415) 243-4600 Fax Number: (415) 243-9501

II Employees

Does the Contractor have any employees? X Yes No

*If the answer to the above is no, please skip to Section IV. *

III Contractor Employee Jury Service Compliance (Check One)

- Yes, the Contractor complies by offering paid employee jury service, as defined by Chapter 2.94, to its employees.
- The Contractor will have and adhere to, prior to award of the Contract, a policy that complies by offering paid employee jury service, as defined by Chapter 2.94, to its employees.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on or before September 1, 2005 and expires on (date). (Section 2.93.050)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 20th day of September, 2007 at San Francisco CA
(City) (State)

S. Aileen Read
Signature

S. Aileen Read
Name (Please Print)

Vice President
5 Title

11-1531569
Contractor Tax Identification Number

Exhibit " E "**DISADVANTAGED BUSINESS ENTERPRISE REPORTING INFORMATION****(Local Assistance Procedures Manual EXHIBIT 10-I)****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 defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. 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. Bidder/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 Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent 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 sixty percent of the cost of the materials or supplies toward DBE participation. 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. 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 " E "

DISADVANTAGED BUSINESS ENTERPRISE REPORTING INFORMATION
LAPM Exhibit 10-O Local Agency Proposer/Bidder-DBE (Consultant Contract) Information
Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information

This information shall be provided by the successful Proposer/Bidder with the award document.

5.1 Preliminary Engr. Studies Environmental Document Prelim Design

5.2 Final Design Right of Way Right of Way Engineering Right of Way Utility Relocation

Construction Construction Engineering Construction Management

AGENCY: County of San Mateo LOCATION: San Mateo, CA

PROJECT DESCRIPTION: Crystal Springs Dam Bridge Replacement

CONTRACT NUMBER: _____

FEDERAL-AID PROJECT NUMBER: _____

TOTAL CONTRACT AMOUNT: \$ _____

FEDERAL SHARE (For local agency to complete): \$ _____

PROPOSAL/BID DATE: _____

PROPOSER'S/BIDDER'S NAME: PB Americas, Inc.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs ¹ (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
N/A	N/A	N/A	N/A	0

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions.

1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces.

2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.

Total Claimed Participation: \$ 0

Signature of Proposer/Bidder: [Signature]

Date: 9/20/09 (Area Code) Tel. No. (415) 243-4750

- Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.
 (2) Copy - Include in award package to Caltrans District Local Assistance
 (3) Original - Local Agency files

Exhibit "E" - DISADVANTAGED BUSINESS ENTERPRISE REPORTING INFORMATION
LAPM EXHIBIT 17-F FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF
 DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER
 SUBCONTRACTORS
 Revised 8/04

CONTRACT NUMBER	COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE		
						CONTRACT COMPLETION DATE	FINAL CONTRACT AMOUNT	
PRIME CONTRACTOR/CONSULTANT			BUSINESS ADDRESS		FEDERAL SHARE			
PB Americas, Inc.			303 Second Street Suite 700 North San Francisco, CA		(For local agency to complete)			
CONTRACT ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS			FEDERAL SHARE \$	DATE OF FINAL PAYMENT
				NON-DBE	DBE (MINORITY)	DBE (NON-MINORITY WOMEN)		
TOTAL PAYMENTS \$				\$	\$	\$		
ORIGINAL DBE COMMITMENT				\$	\$	\$	DBE GOAL ATTAINMENT	N/A
List all First Tier Subcontractors and all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.								
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER		DATE
<i>[Signature]</i>						(415) 243-4730		9/29/07
RESIDENT, PROJECT ENGINEERS SIGNATURE						BUSINESS PHONE NUMBER		DATE
AGENCY								

Distribution: (1) Original plus one copy included in the Report of Expenditures - DLAE
 (2) Copy - Local Agency files

Exhibit " F "
FEDERAL LOBBYING REPORTING INFORMATION
LAPM 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.

Exhibit " F "
FEDERAL LOBBYING REPORTING INFORMATION
LAPM Exhibit 10-Q - DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type:
4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: 7. Federal Program Name/Description:
8. Federal Action Number, if known: 9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
11. Amount of Payment (check all that apply) 13. Type of Payment (check all that apply)
12. Form of Payment (check all that apply);
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:
15. Continuation Sheet(s) attached: Yes No
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:
Title:
Telephone No.: Date:
Authorized for Local Reproduction
Standard Form - LLL
Federal Use Only:
Standard Form LLL Rev. 04-28-06

Exhibit " G "

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Tracey Bessellieu
Name of 504 Person - Type or Print

PB Americas, Inc.
Name of Contractor(s) - Type or Print

303 Second St. Ste 700 North
Street Address or P.O. Box

San Francisco, CA 94107
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

S. Aileen Reed
Signature S. Aileen Reed

Vice President
Title of Authorized Official

9/20/07
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	PB Americas, Inc.	Phone:	(415) 243-4600
Contact Person:	S. Aileen Read	Fax:	(415) 243-9501
Address:	303 Second Street Suite 700N San Francisco, CA 94107		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

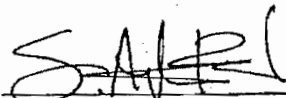
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature

S. Aileen Read
Name

9/10/07
Date

Vice President
Title

COUNTY OF SAN MATEO
MEMORANDUM

DATE: September 20, 2007

TO: Faiza Steele, Risk Management FAX (650)363-4864

FROM: Oristela Guidos FAX (650) 361-8220 PONY DPW155

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: PB Americas, Inc

DO THEY TRAVEL: No

PERCENT OF THE TIME: N/A

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): San Mateo County/Crystal Springs Dam Bridge Replacement.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / COMMENTS

Faiza Steele 9/20/07
Signature



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/19/2007

PRODUCER

Serial # 506987

Aon Risk Services, Inc. of New York
199 Water Street
New York, NY 10038
PHONE: 866-266-7475
FAX: 866-467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)
COMPANY B	
COMPANY C	TRANSPORTATION INSURANCE COMPANY (NAIC #20494)
COMPANY D	

INSURED

PB AMERICAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 2077470945	11/01/2006	11/01/2007	GENERAL AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL LIABILITY (A/S)			PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL 2077470959			PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GENERAL LIABILITY-STOP GAP			EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	BUA 2077469066	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	COMMERCIAL AUTO			BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	BUA 2077469116 PD			BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	AUTO PHYSICAL DAMAGE			PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS	\$500 DED COMP			AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS	\$1,000 DED COLL			OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 2077470878 AOS	11/01/2006	11/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		WC 2077470900 CA ONLY	11/01/2006	11/01/2007	EL EACH ACCIDENT \$ 1,000,000
C	<input checked="" type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 2077470914 RETRO (OR,VA,WI)	11/01/2006	11/01/2007	EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
(PB #13271) SAN MATEO COUNTY - SMC/ CRYSTAL SPRINGS DAM BRIDGE REPLACEMENT. EXCLUDING WORKER'S COMPENSATION, SAN MATEO COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITIES ARISING OUT OF PB'S OPERATIONS. INSURANCE IS PRIMARY AND NON CONTRIBUTORY.

CERTIFICATE HOLDER

SAN MATEO COUNTY
555 COUNTY CENTER
FIFTH FLOOR
REDWOOD CITY, CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen A. Trigo

10242936

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002732475-01

PRODUCER
MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

J36157-Amer-PL-06-07

INSURED
PB Americas, Inc.
One Penn Plaza
New York, NY 10119

COMPANIES AFFORDING COVERAGE

- COMPANY
A ZURICH AMERICAN INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> </table> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$	WC STATUTORY LIMITS	OTHER
WC STATUTORY LIMITS	OTHER						
A	PROFESSIONAL LIABILITY	EOC 5871036-04	11/01/06	11/01/07	\$1,000,000 Per Claim \$1,000,000 Aggregate		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
PB #13271
Project Name: SMC/Crystal Springs Dam Bridge Replacement

NAIC #16535

CERTIFICATE HOLDER

San Mateo County
Attn: James C. Porter
555 County Center, Fifth Floor
Redwood City, CA 94063

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Dennis M. Baez

Dennis Baez

MM1(3/02)

VALID AS OF: 09/19/07