

**AGREEMENT FOR  
ENGINEERING CONSULTING SERVICES**

**CONTRACT NO. 300455 / 300456  
FEDERAL PROJECT NO. BHLS-5949(137) / BHLS 5949(136)**

THIS AGREEMENT, entered into this 25th day of September, 2012, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and Drake Haglan & Associates, a corporation whose address is 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670, herein called "ENGINEER."

The COUNTY department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

**WHEREAS**, the COUNTY has need for special services and advice with respect to the work described herein; and

**WHEREAS**, ENGINEER warrants that it is specially trained, experienced, expert and competent to perform such special services;

**NOW, THEREFORE, IT IS AGREED** by the parties hereto as follows:

**ARTICLE 1. SCOPE OF WORK.** ENGINEER shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in the ENGINEER's Scope of Work, attached hereto as Exhibit A, and incorporated herein by this reference. All work shall be performed to the highest professional standard.

**ARTICLE 2. TIME FOR COMPLETION OF WORK.** No work shall be commenced prior to ENGINEER's receipt of the COUNTY's Notice to Proceed. All work shall be completed no later than December 31, 2014, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said

extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

**ARTICLE 3. PAYMENT FOR SERVICES.**

**A. Compensation.**

1. COUNTY shall pay to ENGINEER as compensation in full for all work required by this Agreement a sum not to exceed \$329,877.27. This sum includes the fixed fee amount described in Article 3.A.3. below.

2. The ENGINEER's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the ENGINEER's Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. In no event will the ENGINEER be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the ENGINEER's Cost Proposal.

3. In addition, the LOCAL AGENCY will pay the CONSULTANT a fixed fee of \$18,562.20. The fixed fee is nonadjustable for the term of the contract, except in the event an adjustment is made by contract amendment due to a significant change in the scope of work.

4. The COUNTY will reimburse the ENGINEER for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by the ENGINEER in the performance of the work. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

5. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. A pro rata portion of the ENGINEER's fixed fee will be included in the monthly progress payments. No payment will be made prior to approval of any work.

6. All subcontracts in excess of \$25,000 shall contain the above provisions.

**B. Reports.** ENGINEER shall submit to the COUNTY, on a monthly basis, a detailed statement of all services performed and all work accomplished under this Agreement

since the ENGINEER's last monthly statement, including the number of hours of work performed and the personnel involved. For the purpose of timely processing of invoices, the ENGINEER's invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the County of any perceived need for a change in the scope of work or services.

C. **Invoices.** Billing invoices shall be based upon the ENGINEER's Cost Proposal attached hereto as Exhibit B. Invoices shall detail the work performed on each task and each project as applicable. Invoices shall follow a format based upon the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due the COUNTY including any equipment purchased under the provisions of Article 23 Equipment Purchase of this Agreement.

D. **Federal Acquisition Regulations.** ENGINEER understands and agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. The ENGINEER also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to ENGINEER that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by ENGINEER to COUNTY. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this paragraph by incorporating the provisions of this paragraph in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this paragraph.

E. **Prompt Payment of Funds.** The COUNTY shall hold retainage from the ENGINEER and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to the ENGINEER based on these acceptances. The ENGINEER, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (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 (49

CFR26.29) requires that any delay or postponement of payment over thirty (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 ENGINEER or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the ENGINEER or subconsultant in the event of a dispute involving late payment or nonpayment by the ENGINEER, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE ENGINEERs and subconsultants.

F. **ENGINEER's Assigned Personnel.** All work performed under this Agreement shall be performed by the ENGINEER's personnel identified in the Organizational Chart, attached hereto as Exhibit C, and incorporated herein by this reference. Any changes to the key personnel designated on this Organizational Chart must be approved in writing by the COUNTY's Project Manager.

#### **ARTICLE 4. ACCOUNTING RECORDS.**

A. ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.

B. ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER's cost accounting records.

C. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. ENGINEER shall safeguard the accounting records and supporting documentation.

D. ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER's accounting records audited, at ENGINEER's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) calendar days after completion of the audit.

E. The State, the State auditor, FHWA, or any authorized representative of the Federal Government having jurisdiction under Federal law or regulations (including the basis of Federal Funding in whole or in part) shall have access to any book, record, any documents of the ENGINEER that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The ENGINEER must also maintain records for five (5) years from the date of final payment.

F. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

**ARTICLE 5. NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, ENGINEER may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**ARTICLE 6. INSURANCE.** ENGINEER, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of ENGINEER's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers, and agents. For purposes of the insurance

policies required hereunder, the term "County" shall include officers, employees, volunteers, and agents of the County of San Luis Obispo, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.** The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to ENGINEER's work under this Agreement.

2. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").** Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each occurrence, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. ENGINEER shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL").** This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less

than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI by disease.

4. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**. This policy shall cover damages, liabilities, and costs incurred as a result of ENGINEER's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). ENGINEER shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by ENGINEER and approved by the County before work is begun pursuant to this Agreement. At the option of the County, ENGINEER shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS**. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of ENGINEER's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured

retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);

5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to County at the address set forth below (All Policies);

6. ENGINEER and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Agreement (CGL); and

7. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE.** County may direct ENGINEER to immediately cease all activities with respect to this Agreement if it determines that ENGINEER fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered ENGINEER's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to ENGINEER.

E. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.** Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, ENGINEER, or each of ENGINEER's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for ENGINEER shall have, and provide evidence of, a Best Rating Service rate of A-FSCVII or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Dave Flynn, Public Works Department  
Room 207, County Government Center  
San Luis Obispo CA 93408

**ARTICLE 7. INDEMNIFICATION.**

A. ENGINEER shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively “claims”) that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties agree that, in addition to the ENGINEER’s general and professional duties of care, the ENGINEER has a duty of care to act in a manner consistent with the terms of this Agreement. The parties acknowledge that any act or omission of ENGINEER that proximately causes any damages, and constitutes a breach of any duty under, or pursuant to, this Agreement, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article 7 of the Agreement, ‘ENGINEER” shall include the ENGINEER, and/or its agents, employees, subcontractors, or other independent contractors hired, by, or working under, ENGINEER.

C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and “hold harmless” rights allowed under the law. No provisions of this Agreement shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect. Nothing contained in this Agreement shall be construed to require ENGINEER to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782.8.

**ARTICLE 8. ENGINEER’S RESPONSIBILITY FOR ITS WORK.**

A. ENGINEER has been hired by the COUNTY because of ENGINEER’s specialized expertise in performing the work described in the attached Scope of Work, Exhibit A. ENGINEER shall be solely responsible for such work. The COUNTY’s review, approval and/or adoption of any designs, plans, specifications, or any other work shall be in

reliance on ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for the work. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any designs, plans, specifications or any other work, including but not limited to, any methods, procedures, tests, calculations, drawings or other information used or created by ENGINEER in performing any work under this Agreement.

B. All information which ENGINEER receives from COUNTY should be independently verified by ENGINEER. ENGINEER should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the ENGINEER without the ENGINEER's independent verification. In such event, the ENGINEER is still obliged to promptly notify the COUNTY whenever the ENGINEER becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the ENGINEER.

C. Pursuant to the provisions of this Article, the ENGINEER is responsible for all work under this Agreement, including the work performed by any subcontractors or any other independent contractors hired by, or working under, the ENGINEER.

**ARTICLE 9. INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS.** The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to ENGINEER by the indemnification and insurance clauses.

**ARTICLE 10. ENGINEER'S ENDORSEMENT ON REPORTS, ETC.** ENGINEER shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

**ARTICLE 11. DOCUMENTS, INFORMATION, AND MATERIALS OWNERSHIP.**

A. All documents, information, and materials of any and every type prepared by the ENGINEER pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports,

estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

B. ENGINEER understands and agrees that the applicable patent rights provisions described in 41 CFR 1-91, shall be used to determine rights to inventions.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

**ARTICLE 12. TERMINATION OF AGREEMENT WITHOUT CAUSE.** COUNTY may terminate this Agreement at any time by giving the ENGINEER thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

**ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE.** If ENGINEER fails to perform ENGINEER's duties to the satisfaction of the COUNTY, or if ENGINEER fails to fulfill in a timely and professional manner ENGINEER's obligations under this Agreement or if ENGINEER shall violate any of the terms or provisions of this Agreement or if ENGINEER, ENGINEER's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. ENGINEER shall be paid for all work satisfactorily completed prior to the effective date of such termination. If COUNTY's

termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning ENGINEER's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the ENGINEER, and the COUNTY's maximum liability shall not exceed the amount payable to ENGINEER under Article 12 above.

**ARTICLE 14. COMPLIANCE WITH LAWS.** ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code. ENGINEER acknowledges that labor performed on site to support any work required under this Agreement is a public work within the meaning of Labor Code Section 1720. ENGINEER will comply, or cause its sub-consultant(s) to comply, with the provisions of Labor Code Section 1774.

**ARTICLE 15. COVENANT AGAINST CONTINGENT FEES.** ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in 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.

**ARTICLE 16. NONDISCRIMINATION.** ENGINEER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. The ENGINEER's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the ENGINEER has, unless exempt, complied with, the nondiscrimination program

requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

**ARTICLE 17. DISPUTES & CLAIMS.**

A. Notice of Potential Claim. The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless ENGINEER has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within fifteen (15) calendar days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

B. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The ENGINEER shall not be entitled to any additional compensation unless ENGINEER has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

C. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement.

**ARTICLE 18. ENGINEER IS AN INDEPENDENT CONTRACTOR.** It is expressly understood that in the performance of the services herein provided, ENGINEER shall be, and is, an independent contractor, and is not an agent or employee of COUNTY. ENGINEER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting ENGINEER in the performance of the services rendered hereunder. ENGINEER shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

**ARTICLE 19. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Any changes increasing ENGINEER's compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others. If there is any conflict between the language in the body of this Agreement and any exhibits attached hereto, the body of this Agreement shall take precedence.

**ARTICLE 20. ENFORCEABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 21. WARRANTY OF ENGINEER.** ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by ENGINEER for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**ARTICLE 22. SUBCONTRACTORS.**

A. Other than work designated in Exhibits A and B to be performed by other persons or entities, the ENGINEER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY. In the event the COUNTY provides written authorization for work to be performed by a subcontractor, the use of the words “subcontractor” and “subcontract” in this Article shall refer to such authorized subcontracting to a subcontractor of the first tier or any other tier.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subcontractors, and no subcontract shall relieve the ENGINEER of his/her responsibilities and obligations hereunder. The ENGINEER agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the ENGINEER. The ENGINEER's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the ENGINEER.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word “ENGINEER” where it appears in this Article.

D. ENGINEER shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the ENGINEER by the COUNTY.

E. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.

F. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

G. For purposes of this Agreement, the term “subcontractor” includes subconsultants.

**ARTICLE 23. EQUIPMENT PURCHASE**

A. Prior authorization in writing, by the COUNTY’s Project Manager, shall be required before the ENGINEER enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for equipment. The ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. Any equipment purchased as a result of this Agreement is subject to the following: “The ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the ENGINEER may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the ENGINEER elects to keep the equipment, fair market value shall be determined at the ENGINEER’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.”

C. All subcontracts in excess \$25,000 shall contain the above provisions.

**ARTICLE 24. APPLICABLE LAW AND VENUE.** This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 25. NOTICES.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Paavo Ogren, Director  
San Luis Obispo County  
Department of Public Works  
County Government Center, Room 207  
San Luis Obispo, CA 93408

and to the ENGINEER:

Craig C. Drake, President  
Drake Haglan & Associates  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670

**ARTICLE 26. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.**

Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

**ARTICLE 27. CONFIDENTIALITY OF DATA.**

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the ENGINEER in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure, and shall not be made available to any individual or organization by ENGINEER without the prior written approval of COUNTY.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information, or disseminate the same on any other occasion.

C. All information related to the construction estimate is confidential, and shall not be disclosed by the ENGINEER to any entity other than the COUNTY.

D. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

**ARTICLE 28. RESTRICTIVE COVENANT.** ENGINEER agrees that he will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

**ARTICLE 29. CERTIFICATIONS.** A "Certification of Consultant" and a "Certification of Local Agencies Highway Department" are attached hereto as Exhibits E and F respectively, and are incorporated by reference and made a part of this Agreement. ENGINEER must properly complete, execute, and return these forms to COUNTY as a pre-condition to the execution of this Agreement.

**ARTICLE 30. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.**

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

B. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The ENGINEER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The ENGINEER shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the ENGINEER 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 COUNTY deems appropriate.

C. The COUNTY has established a DBE (DBE) goal, for this Agreement of 1%. The ENGINEER must meet the DBE goal or document a good faith effort to meet the goal.

D. The "Notice to Proposers Disadvantaged Business Enterprise Information," "DBE Information," and "Proposer's List of Subcontractor" forms are attached hereto as Exhibits G, H, and I respectively, and are hereby incorporated by reference and made part of this Agreement. ENGINEER must properly complete, execute, and return these forms to COUNTY as a pre-condition to the execution of this Agreement.

E. If a DBE subcontractor is unable to perform, the ENGINEER must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

F. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

G. DBE Records

1. The ENGINEER shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

2. Upon completion of all work under this Agreement, a summary of these records shall be prepared and submitted on the Caltrans form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," certified correct by the ENGINEER and shall be furnished to the COUNTY's Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the ENGINEER when a satisfactory "Final Report-Utilization of

Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors” form is submitted to the COUNTY’s Project Manager.

H. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the ENGINEER in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the ENGINEER in writing with the date of certification. Any changes to the DBE certification status of any subcontractor should be reported to the COUNTY’s Project Manager within thirty (30) days.

**ARTICLE 31. QUALITY CONTROL AND QUALITY ASSURANCE.** The ENGINEER shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

**ARTICLE 32. CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR.**

A. If claims are filed against the COUNTY by the COUNTY’s construction contractor or any other third party that realtes in any way to any subject, plans, designs, or other work within the ENGINEER’s Scope of Work under this Agreement, and additional information or assistance from the ENGINEER’s personnel is requested by the COUNTY in order to evaluate or defend against such claims, ENGINEER agrees to cooperate with and provide timely response to any reasonable requests for information submitted to ENGINEER by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks copies of documents or other factual information relating to work performed by ENGINEER, the ENGINEER will only be compensated for any clerical costs associated with providing the COUNTY the requested factual information.

B. ENGINEERs personnel that the COUNTY considers essential to assist in defending against such claims will be made available for consultation with the COUNTY upon reasonable notice from the COUNTY. In the event the expert opinions of the ENGINEER’s personnel is sought by the COUNTY through such consultantion or through testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the

ENGINEER's personnel services under this Agreement. In the event the testimony of any of ENGINEER's personnel are sought by another party, the ENGINEER reserves the right to charge other party a different rate for deposition or trial testimony.

C. Services of the ENGINEER's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

D. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

**ARTICLE 33. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.** In accordance with Public Contract Code Section 10296, the ENGINEER hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the ENGINEER within the immediately preceding two-year period, because of the ENGINEER's failure to comply with an order of a federal court that orders the ENGINEER to comply with an order of the National Labor Relations Board.

**ARTICLE 34. EVALUATION OF CONSULTANT.** The ENGINEER's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the ENGINEER for comments. The evaluation together with the comments shall be retained as part of the contract record.

**ARTICLE 35. DEBARMENT AND SUSPENSION CERTIFICATION.**

A. The ENGINEER's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the ENGINEER has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a

proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed in writing to the COUNTY, prior to ENGINEER's execution of this Agreement.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining ENGINEER responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

#### **ARTICLE 36. CONFLICT OF INTEREST.**

A. The ENGINEER shall disclose any financial, business, or other relationship with COUNTY that may be affected by the outcome of this Agreement, or any ensuing COUNTY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow.

B. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract entered into by ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

D. The ENGINEER hereby certifies that neither ENGINEER, nor any firm affiliated with the ENGINEER will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

**ARTICLE 37. REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION.** The ENGINEER warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE 38. NONLOBBYING CERTIFICATION.**

A. The ENGINEER certifies to the best of his/ her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the ENGINEER 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.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is attached hereto as Exhibit J and incorporated herein by this reference.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352,

Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The ENGINEER 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.

**IN WITNESS THEREOF**, COUNTY and ENGINEER have executed this Agreement on the day and year first hereinabove set forth.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chairperson of the Board  
County of San Luis Obispo  
State of California

**ATTEST:**

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo,  
State of California

Date: \_\_\_\_\_

ENGINEER

Date: 9/10/12

By: Cy.C. De

Title: CFD

**APPROVED AS TO FORM AND LEGAL EFFECT:**

WARREN R. JENSEN  
County Counsel

By: WRJ  
Deputy County Counsel

Date: 9/6/12

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## EXHIBIT INDEX

- Exhibit A1 – Scope of Service South Bay Boulevard Bridge
- Exhibit A2 – Scope of Service Avila Beach Drive Bridge
- Exhibit B1 – Cost Proposal South Bay Boulevard Bridge
- Exhibit B2 – Cost Proposal Avila Beach Drive Bridge
- Exhibit C – Organization Chart
- Exhibit D1 – Schedule South Bay Boulevard Bridge
- Exhibit D2 – Schedule Avila Beach Drive Bridge
- Exhibit E – Certification of Consultant
- Exhibit F – Certification of Local Agency
- Exhibit G – Notice to Proposers Disadvantaged Business Enterprise Information
- Exhibit H – DBE Information (Consultant Contract)
- Exhibit I – Proposer’s List of Subcontractors (DBE and NON-DBE)
- Exhibit J – Disclosure of Lobbying Activities

## EXHIBIT "A"

COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS  
SEISMIC ANALYSIS AND RETROFIT STRATEGY  
FOR  
SOUTH BAY BOULEVARD BRIDGE OVER LOS OSOS CREEK

### SCOPE OF SERVICES

#### **I. Project Background**

The South Bay Boulevard Bridge (State Br. No. 49C-0351) carries South Bay Boulevard over Los Osos Creek. South Bay Boulevard is the only direct connector between the communities of Los Osos and Morro Bay. The road is classified as a Minor Arterial and according to the Caltrans Bridge Maintenance records has a high volume ADT of 15,232 vehicles per day using this two lane bridge. Built in 1966, the bridge is a three span prestressed concrete I-girder superstructure on concrete pile extension piers and seat type abutments. There are expansion joints over piers 2 and 3, so the bridge is comprised of three simple span units. Cable restrainers were added in 1983 to tie the girders to the top of the piers. Foundations are 18-inch non-tapered steel shell cast in place concrete piles at all supports.

A preliminary seismic study has determined that the South Bay Boulevard Bridge at Los Osos Creek is subject to collapse for the design earthquake. This bridge is also eligible for rehabilitation under the federal-aid Highway Bridge Program. Caltrans agrees that the bridge is susceptible to collapse during an earthquake, but has requested a more detailed analysis for a retrofit strategy. Caltrans also notes that due to advanced concrete deterioration, a replacement project should be studied and compared to a retrofit/rehabilitation to determine the most cost effective project.

Therefore, this scope of services provides for a determination of the extent of the seismic deficiencies through a rigorous seismic analysis of the existing bridge, and to develop a suitable retrofit strategy to prevent collapse of the bridge during an earthquake. This retrofit analysis and strategy will be presented in a Seismic Retrofit Strategy Report according to Caltrans current practice. Rehabilitation of deficiencies of the existing bridge will be included with the retrofit project as part of the final retrofit strategy.

Caltrans has asked that in addition to the retrofit strategy, a replacement alternative will be developed for a Cost Benefit Analysis for retrofit vs. replacement. The analysis will focus on impacts to traffic, impacts to the site, visual impacts and structure life cycle for the cost analysis.

#### **II. Project Assumptions**

The ENGINEER shall prepare the construction plans, specifications, and engineer's cost estimate in English units and in accordance with the latest editions from the following design standards and design criteria:

- San Luis Obispo County 2011 Public Improvement Standards
- A Policy on Geometric Design of Highways and Streets, AASHTO
- Caltrans Highway Design Manual
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 5

- Caltrans Standard Plans and Specifications (2010)
- Caltrans Standard Special Provisions
- Caltrans Bridge Design Specifications, Division of Structures
- Caltrans Bridge Details Manual, Division of Structures
- Caltrans Bridge Design Aids Manual, Division of Structures
- Caltrans Bridge Memos To Designers (MTD), Division of Structures
- Caltrans Local Assistance Procedures and Guidelines Manuals
- 60 miles per hour design speed
- Seismic Performance (MTD 20-1): Ordinary category, safety level evaluation, no-collapse criteria

For each submittal review, COUNTY will prepare a consolidated written list of comments and notations on the plan sheets. The ENGINEER shall address comments, changes and/or corrections obtained from the COUNTY review comments on the final submittals. If the comments are not incorporated, the ENGINEER shall address why the comments were not incorporated.

***Services to be provided by COUNTY:***

The service to be provided by the COUNTY shall include, but not necessarily be limited to:

1. Providing general direction to the design consultant firm through the COUNTY Project Manager;
2. Field Surveys and topographical mapping;
3. Utility information requests;
4. Right-of-way maps with right of way lines on the topographic maps;
5. As-Built plans and other engineering reports and pertinent correspondence related to the bridge project.
6. Assessment of Environmental Impacts for Cost Benefit Analysis.

**III. Scope of Services**

The Scope of Services for the project follows the outline presented in the Request for Proposals, with some additions and modifications made in consultation with the COUNTY. This scope covers the first four tasks shown in the RFP. At the conclusion of Task V, the remaining tasks will be negotiated based on the findings from Tasks I-V. The retrofit strategy will be developed using the following sequence of activities:

**Task 1: Field Review and Preliminary Assessment**

This task initiates the project and provides for Project Management of the first five tasks.

**Task 1.0: Project Management**

ENGINEER will manage the project by tracking the schedule, budget and value of the products produced. ENGINEER will create and maintain an "issues log" for the project, which will include each issue encountered that requires a decision, the responsible decision-maker for that issue, and the date the decision was made. This "issues log" will be transmitted to the COUNTY on a regular basis.

Progress summary reports will be prepared and submitted to the COUNTY each month. The progress summary reports will identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on

track and moving forward, in bullet point format. ENGINEER will also maintain the schedule to forecast workload on the project. An updated schedule will be delivered each month with the progress report.

ENGINEER will provide internal quality control on products submitted to the COUNTY. Quality control checkpoints will be shown on the project schedule.

The ENGINEER will coordinate with the COUNTY, Caltrans Local Assistance, and other agencies as needed. This task includes coordination with the COUNTY surveyor. Services include review of Caltrans Local Assistance funding paperwork, such as Exhibits 6-D, Request for Authorizations, etc. ENGINEER to review and comment on the Caltrans Field Review forms.

#### **Task 1.1 Kick-off Meeting**

ENGINEER key technical staff to arrange and attend an initial meeting with COUNTY staff to review key specific project content to include:

1. Seismic Design Criteria
2. Existing Data and Reports
3. Project Approach and Staffing
4. Site Constraints (Environmental, R/W, Utilities)

#### **Task 1.2 Field Review Project Site**

The ENGINEER will review the site for additional constraints and observations of structural condition of the bridge. Review of potential access routes and impacts. Determine the need for site topography map (which is provided by the COUNTY).

#### **Task 1.3 Geotechnical Investigation**

The COUNTY has prepared a report titled "Liquefaction Evaluation for South Bay Boulevard Bridge over Los Osos Creek, (Br. No. 49C-0351), San Luis Obispo County, California, (Fugro Consultants, Inc., October 6, 2011), that will be used as reference material for this geotechnical investigation. ENGINEER will perform additional geotechnical investigation to supplement the existing data and obtain soil properties needed to confidently evaluate liquefaction potential and lateral spreading risk. New borings are recommended to ensure that the assumptions made in the liquefaction analysis are reasonable and not overly conservative.

#### **Field Exploration Program**

Two borings will be taken at the site, one at an abutment and the other at either the other abutment or in the middle of the bridge if coring through the deck is permitted. Prior to drilling ENGINEER will submit any required drilling permits and will contact Underground Service Alert (USA) to assess the presence of public utility right-of-ways at the site. The drilling crew will provide traffic control and flagging during the drilling operations. The two borings will be advanced to depths ranging from 50 to 80 feet below the present ground surface.

During drilling operations, standard penetration tests (SPT) will be performed at regular intervals to evaluate the soil consistency, and obtain information that can be used to evaluate the engineering properties of the subsurface soils. Modified California samples will be obtained at selected intervals to obtain "relatively undisturbed" soil samples for laboratory testing. The soils encountered will be continuously logged and visually classified by a Kleinfelder professional in accordance with the Unified Soil Classification System (ASTM D2488).

Laboratory tests will be performed on selected samples recovered from the borings to evaluate certain physical and engineering characteristics of the soils encountered. It is anticipated tests may include moisture content, dry unit weight, grain-size distribution (sieve), Atterberg Limits, shear strength, and consolidation. The final selection of testing type and frequency will be determined on the basis of the subsurface conditions encountered during the field exploration program.

#### **Geotechnical Analysis and Report Preparation**

Liquefaction potential, seismically induced settlement, lateral spread and design ground motions will be determined by analyses based on Caltrans SDC Version 1.6 (November 2010), Geotechnical Services Design Manual Version 1.0 (August 2009), and Guidelines on Foundation Loading and Deformation Due to Liquefaction Induced Lateral Spread (February 2011).

The Foundation Report will be prepared in general conformance with Caltrans guidelines. The report will include:

- Documentation of as-built information
- Description of the exploration program
- Results of the laboratory testing program
- Discussion of regional geology and faulting
- Determination of ARS curve using Caltrans fault data base and guidelines
- Discussion of liquefaction analyses
- Discussion of axial pile capacity, including potential downdrag (if dictated by liquefaction analyses)
- Discussion of lateral pile capacity, including LPILE profile
- Recommended foundation loading due to lateral spread (if dictated by liquefaction analysis)
- Log of Test Borings drawing

#### **Task 1.4 Initial Project Schedule**

Engineer to provide a critical path project schedule that lists individual activities under each task. Engineer to provide monthly updates to project schedule (included in Task 1.0).

#### **Deliverables Task 1**

1. Minutes of Kick-off Meeting
2. Field Review Notes
3. Geotechnical Report (Technical Memo 1)
4. Initial Project Schedule
5. Letter to Contract Manager indicating all information received to begin Task 2, Seismic Retrofit Analysis (Technical Memo 2)

#### **Task 2: Seismic Retrofit Analysis**

ENGINEER will perform a seismic analysis of the existing bridge according to the procedures described in the Caltrans Seismic Design Criteria, Version 1.6 and the most

recent applicable Caltrans Bridge Memo to Designers. The report titled "*Seismic Evaluation of the South Bay Boulevard Bridge over Los Osos Creek (State Bridge No. 49C-0351), San Luis Obispo County, California*", (Bengal Engineering, Inc., October 3, 2011) will be used as a backup reference document.

**Task 2.1 Determine Appropriate Ground Motion Design Input**

ENGINEER will confirm with Caltrans Division of Structures that the design response spectrum and MCE values are appropriate for the seismic analysis. Scope assumes that a typical response spectrum dynamic analysis will be performed, not a non-linear time history analysis.

**Task 2.2 Displacement Demand Model**

ENGINEER will calculate structure displacement demands using response spectrum analysis and static pushover analysis according the current edition of the Caltrans Seismic Design Criteria (SDC).

**Task 2.3 Determine Structure Component Capacity**

Engineer will determine structural capacity of critical elements according to the latest edition of the SDC.

**Task 2.4 Develop Demand/Capacity Table**

Using results from Tasks 2.2 and 2.3 ENGINEER will compile the information into a table of key demand/capacity ratios and identify areas of potential failure. Information shall include an assessment of displacements and available seat widths.

**Task 2.5 Quality Control**

Engineer will implement quality control procedures for the seismic retrofit analysis.

**Deliverables Task 2**

1. Final Seismic Hazard/MCE
2. Structural Modeling of Existing Bridge
3. Demand/Capacity Summary
4. Summary of Analysis and Preliminary Findings (Technical Memo 3)

**Task 3 Bridge Replacement Alternative**

This task is to develop a viable bridge replacement alternative to compare to the retrofit alternative developed in Task 2.

**Task 3.1 Develop Replacement Bridge Alignment and Staging Concepts**

ENGINEER will develop a suitable viable alignment for a replacement bridge using a design speed of 60 mph on an alignment to the east of the existing bridge. Alignment concepts will be approved by the COUNTY prior to development of the bridge Advance Planning Study and cost analysis.

**Task 3.2 Prepare Bridge Advance Planning Study**

ENGINEER will prepare a bridge advance planning study based on the approved alignment.

### **Task 3.3 Identify Utility Impacts and R/W Requirements**

ENGINEER will use available information from the COUNTY to determine right of way impacts and impacts to utilities at the site.

### **Task 3.4 Prepare Replacement Concept Design Report**

ENGINEER will determine probable costs for the replacement bridge and compile all information into a Replacement Bridge Concept Report. The report will include the bridge APS, construction staging plans, anticipated areas of disturbance, construction staging areas, utility and right of way impacts and costs estimates.

### **Deliverables Task 3**

1. Replacement Bridge Concept Report, 5 copies (Technical Memo 4)

### **Task 4 Cost Benefit Analysis: Retrofit vs. Replacement**

This task will compare the retrofit strategy as developed in Task 2 to the replacement bridge concept developed in Task 3.

#### **Task 4.1 Prepare Retrofit vs. Replacement Report**

ENGINEER will prepare the cost benefit analysis using techniques and procedures as recommended by the FHWA in their "Benefit-Cost Analysis" or BCA process. The cost comparison will be prepared using Net Present Value (NPV) with benefits and cost items that the COUNTY determines appropriate to include in the comparison analysis. At a minimum, the items will include life cycle costs, traffic impact delay costs, environmental impacts including mitigation costs, R/W costs and utility relocation costs. The construction cost estimate will include bridge and roadway items, including permit costs, traffic control, road construction embankment, bridge, etc.

### **Deliverables Task 4**

1. Cost Benefit Analysis Report (Technical Memo 5)

### **Task 5: Develop Retrofit Strategy**

If the cost benefit analysis concludes with retrofit as the approved alternative, then the retrofit strategy identified in Task 2 will be further developed.

#### **Task 5.1 Initial Recommendation**

ENGINEER will develop a retrofit concept for review by the COUNTY. The initial concept will include a Bridge General Plan with retrofit items callouts, typical sections of the proposed retrofit measures, a preliminary APE map indicating areas of construction disturbance and access, and preliminary estimate of construction cost. The COUNTY will review the initial recommendations and provide comments and direction to the ENGINEER.

#### **Task 5.2 Seismic Retrofit Strategy Report**

ENGINEER will prepare a Seismic Retrofit Strategy Report that incorporates the initial recommendations and the comments from Task 4.1.

#### **Task 5.3 Seismic Retrofit Strategy Meeting**

ENGINEER will present and defend Seismic Retrofit Report at a Seismic Retrofit Strategy Meeting at Caltrans Division of Structures in Sacramento.

#### **Task 5.4 Final Retrofit Strategy Report**

ENGINEER will incorporate valid comments from the Strategy Review Panel into a Final Retrofit Strategy Report that includes sample retrofit details, updated Bridge General Plan and updated construction cost estimate.

#### **Deliverables Task 5**

1. Initial Recommendations, 5 copies, (Technical Memo 6)
2. Seismic Retrofit Strategy Report, 5 copies, (Technical Memo 7)
3. Seismic Retrofit Strategy Meeting Notes
4. Final Retrofit Report, 5 copies, (Technical Memo 8)

## EXHIBIT "A"

COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS  
SEISMIC ANALYSIS AND RETROFIT STRATEGY  
FOR  
AVILA BEACH DRIVE BRIDGE AT SAN LUIS OBISPO CREEK

### SCOPE OF SERVICES

This Scope of Services is for the Seismic Analysis and Retrofit Strategy Recommendations for the Avila Beach Drive Bridge (State Bridge No. 49C-0327) that carries Avila Beach Drive over San Luis Obispo Creek just west of the town of Avila Beach.

#### **I. Project Background**

The bridge provides the only unrestricted public access road to Port San Luis and Diablo Canyon Power Plant. The bridge, built in 1967, is an eight span prestressed concrete I-girder superstructure on tapered, reinforced concrete pier walls and seat type abutments. The deck is continuous except for expansion joints at Piers 3 and 7. Cable restrainers were added at Piers 3 and 7 in 1983 to tie the girders to the top of the piers. Foundation types vary with Abutment 1, Pier 2 and Pier 3 all founded on spread footings, while Piers 4 through 8 and Abutment 9 are all founded on 14-inch square driven prestressed concrete piles.

The County has determined that the Avila Beach Drive Bridge at San Luis Obispo Creek is subject to collapse for the design earthquake, and Caltrans has agreed with this conclusion in a letter to the County dated December 13, 2011. The letter from Caltrans advises the County that the bridge has been added to the Highway Bridge Program (HBP) as a seismic retrofit project and should be advanced as outlined in Chapter 7 of the Local Assistance Program Guidelines Manual. Therefore, the first requirement for this project will be to complete a Seismic Retrofit Strategy Report and a Seismic Retrofit Strategy Meeting with Caltrans.

As an associated task for this project, the design team will investigate options for providing a 10 to 12 foot wide bicycle/pedestrian path on the downstream side of the bridge. The County Parks Department is planning to build a multi-use path from Port San Luis to Avila Beach. The concept drawings prepared for the Parks Department by RRM Design Group show a 12-foot wide path on the south side of the bridge. DHA will refine this concept into a Bridge Advance Planning Study (APS) for project planning purposes. Since the path is unrelated to the seismic retrofit, this work is non-participating under the HBP, so all costs associated with developing the APS for the path will be segregated from the retrofit work.

Because this bridge carries the only public road into Port San Luis and Diablo Canyon, it is essential that the bridge remain open to traffic at all times. Retrofit strategies will be formulated around the constraint that bridge remains open for two lanes of traffic during peak demand. Concrete bridges built prior to the mid 1970's have a high potential for deterioration due to Alkali Silica Reaction (ASR). Because this bridge is built in 1967, coring and testing of the concrete should be done to assess the potential for ASR deterioration. Bridges of this vintage in San Luis Obispo and Santa Barbara counties are notorious for exhibiting deterioration due to the presence of alkali silica reaction in the

concrete. This scope of services provides for an investigation of ASR in the bridge deck and supports.

## **II. Project Assumptions**

The ENGINEER shall prepare the construction plans, specifications, and engineer's cost estimate in English units and in accordance with the latest editions from the following design standards and design criteria:

- San Luis Obispo County 2011 Public Improvement Standards
- A Policy on Geometric Design of Highways and Streets, AASHTO
- Caltrans Highway Design Manual
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 5
- Caltrans Standard Plans and Specifications (2010)
- Caltrans Standard Special Provisions
- Caltrans Bridge Design Specifications, Division of Structures
- Caltrans Bridge Details Manual, Division of Structures
- Caltrans Bridge Design Aids Manual, Division of Structures
- Caltrans Bridge Memos To Designers (MTD), Division of Structures
- Caltrans Local Assistance Procedures and Guidelines Manuals
- 40 miles per hour design speed on Avila Beach Drive
- Seismic Performance (MTD 20-1): Ordinary category, safety level evaluation, no-collapse criteria

For each submittal review, COUNTY will prepare a consolidated written list of comments and notations on the plan sheets. The ENGINEER shall address comments, changes and/or corrections obtained from the COUNTY review comments on the final submittals. If the comments are not incorporated, the ENGINEER shall address why the comments were not incorporated.

### ***Services to be provided by COUNTY:***

The service to be provided by the COUNTY shall include, but not necessarily be limited to:

1. Providing general direction to the design consultant firm through the COUNTY Project Manager;
2. Field Surveys and topographical mapping;
3. Utility information requests;
4. Right-of-way maps with right of way lines on the topographic maps;
5. As-Built plans and other engineering reports and pertinent correspondence related to the bridge project.

## **III. Scope of Services**

The Scope of Services for the project follows the outline presented in the Request for Proposals, with some additions and modifications made in consultation with the COUNTY. This scope covers the first four tasks shown in the RFP. At the conclusion of Task IV, the remaining tasks will be negotiated based on the finding from Tasks I-IV. The retrofit strategy will be developed using the following sequence of activities:

## **Task 1: Field Review and Preliminary Assessment**

This task initiates the project and provides for Project Management of the first four tasks.

### **Task 1.0: Project Management**

ENGINEER will manage the project by tracking the schedule, budget and value of the products produced. ENGINEER will create and maintain an "issues log" for the project, which will include each issue encountered that requires a decision, the responsible decision-maker for that issue, and the date the decision was made. This "issues log" will be transmitted to the COUNTY on a regular basis.

Progress summary reports will be prepared and submitted to the COUNTY each month. The progress summary reports will identify work completed to date, work anticipated for the next month, and action items necessary to keep the project on track and moving forward, in bullet point format. ENGINEER will also maintain the schedule to forecast workload on the project. An updated schedule will be delivered each month with the progress report.

ENGINEER will provide internal quality control on products submitted to the COUNTY. Quality control checkpoints will be shown on the project schedule.

The ENGINEER will coordinate with the COUNTY, Caltrans Local Assistance, and other agencies as needed. This task includes coordination with the COUNTY surveyor. Services include review of Caltrans Local Assistance funding paperwork, such as Exhibits 6-D, Request for Authorizations, etc. ENGINEER to review and comment on the Caltrans Field Review forms.

### **Task 1.1 Kick-off Meeting**

ENGINEER key technical staff to arrange and attend an initial meeting with COUNTY staff to review key specific project content to include:

1. Seismic Design Criteria
2. Existing Data and Reports
3. Project Approach and Staffing
4. Site Constraints (Environmental, R/W, Utilities)
5. County Parks (Multi-Use Path Option)
6. Stakeholder Issues (PG&E, Port San Luis, San Miguelito Water Company)

### **Task 1.2 Field Review Project Site**

The ENGINEER will review the site for additional constraints and observations of structural condition of the bridge. Review of potential access routes and impacts. Determine the need for site topography map (which is provided by the COUNTY).

### **Task 1.3 Deck Assessment and Concrete Testing**

ENGINEER will engage a sub-consultant to test the concrete in the deck and piers. The testing program will extract five cores from the bridge from concrete that was placed on-site. (2 from the deck, 2 from the piers and 1 from the abutment.) Traffic control will be provided for the coring on the deck. Three cores (1 deck, 1 pier, 1 abutment) will be sent to a laboratory for petrographic examination to test for the presence of Alkali Silica Reaction (ASR). The other two cores will be used for concrete compressive strength tests.

The results of the testing will be presented in a Technical Memorandum that describes the test results and an estimate of deck condition based on the test results.

#### **Task 1.4 Geotechnical Investigation**

ENGINEER will perform additional geotechnical investigation to supplement the existing data and obtain soil properties needed to confidently evaluate liquefaction potential and lateral spreading risk. New borings are recommended to ensure that the assumptions made in the liquefaction analysis are reasonable and not overly conservative.

#### **Field Exploration Program**

Two borings will be taken at the site, one near the abutment and the other near the middle of the bridge. Borings will be obtained on the existing beach using a crawler mounted drill rig. Prior to drilling ENGINEER will submit any required drilling permits and will contact Underground Service Alert (USA) to assess the presence of public utility right-of-ways at the site. The two borings will be advanced to depths ranging from 50 to 90 feet below the present ground surface.

During drilling operations, standard penetration tests (SPT) will be performed at regular intervals to evaluate the soil consistency, and obtain information that can be used to evaluate the engineering properties of the subsurface soils. Modified California samples will be obtained at selected intervals to obtain "relatively undisturbed" soil samples for laboratory testing. The soils encountered will be continuously logged and visually classified by a Kleinfelder professional in accordance with the Unified Soil Classification System (ASTM D2488).

Laboratory tests will be performed on selected samples recovered from the borings to evaluate certain physical and engineering characteristics of the soils encountered. It is anticipated tests may include moisture content, dry unit weight, grain-size distribution (sieve), Atterberg Limits, shear strength, and consolidation. The final selection of testing type and frequency will be determined on the basis of the subsurface conditions encountered during the field exploration program.

#### **Geotechnical Analysis and Report Preparation**

Liquefaction potential, seismically induced settlement, lateral spread and design ground motions will be determined by analyses based on Caltrans SDC Version 1.6 (November 2010), Geotechnical Services Design Manual Version 1.0 (August 2009), and Guidelines on Foundation Loading and Deformation Due to Liquefaction Induced Lateral Spread (February 2011).

The Foundation Report will be prepared in general conformance with Caltrans guidelines. The report will include:

- Documentation of as-built information
- Description of the exploration program
- Results of the laboratory testing program
- Discussion of regional geology and faulting
- Determination of ARS curve using Caltrans fault data base and guidelines
- Discussion of liquefaction analyses

- Discussion of axial pile capacity, including potential downdrag (if dictated by liquefaction analyses)
- Discussion of lateral pile capacity, including LPILE profile
- Recommended foundation loading due to lateral spread (if dictated by liquefaction analysis)
- Log of Test Borings drawing

#### **Task 1.5 Initial Project Schedule**

Engineer to provide a critical path project schedule that lists individual activities under each task. Engineer to provide monthly updates to project schedule (updates included in Task 1.0).

#### **Deliverables Task 1**

1. Minutes of Kick-off Meeting
2. Field Review Notes
3. Bridge Deck Condition and ASR Report (Technical Memo 1)
4. Geotechnical Report (Technical Memo 2)
5. Initial Project Schedule
6. Letter to Contract Manager indicating all information received to begin Task 3, Seismic Retrofit Analysis (Technical Memo 3)

#### **Task 2: Advance Planning Study for Multi-Use Path (Non-Participating under HBP)**

The San Luis Obispo County Parks Department has developed concept plans for a multi-use trail along the south side of Avila Beach Drive from Port San Luis to Avila Beach. The concept includes a 10 to 12 foot wide path on the south side of the Avila Beach Bridge. ENGINEER will further develop the concept through the preparation of a Structure Advance Planning Study to determine the most feasible concept for providing a wider deck to accommodate the path. The concept plan included with the RFP showing a wider deck cantilevered off the existing bridge will be used as the baseline alternative.

The widening concept must avoid impacts to traffic or utilities. The baseline bridge widening concept will be compared to a separate stand-alone bridge on the south side of the existing bridge. Task 2 will conclude with the submittal of an Advance planning Study and estimate of cost for the design and construction of the widening for the multi-use path.

#### **Deliverables Task 2**

1. Advance Planning Study for Baseline Path Concept
2. Cost Estimate for Baseline Bridge Path Concept (Bridge Limits)
3. Summary Report on Pedestrian Path Feasibility (Technical Memo 4).

#### **Task 3: Seismic Retrofit Analysis**

ENGINEER will perform a seismic analysis of the existing bridge according to the procedures described in the Caltrans Seismic Design Criteria, Version 1.6 and the most recent applicable Caltrans Bridge Memo to Designers. The report titled *Seismic Evaluation of the Avila Beach Drive Bridge over San Luis Obispo Creek (State Bridge No.*

49C-0327), San Luis Obispo County, California, (Bengal Engineering, Inc., November 21, 2011) will be used as a backup reference document.

**Task 3.1 Determine Appropriate Ground Motion Design Input**

ENGINEER will confirm with Caltrans Division of Structures that the design response spectrum and MCE values are appropriate for the seismic analysis. Scope assumes that a typical response spectrum analysis will be performed, not a non-linear time history analysis.

**Task 3.2 Displacement Demand Model**

ENGINEER will calculate structure displacement demands using response spectrum analysis and static pushover analysis according the current edition of the Caltrans Seismic Design Criteria (SDC).

**Task 3.3 Determine Structure Component Capacity**

Engineer will determine structural capacity of critical elements according to the latest edition of the SDC.

**Task 3.4 Develop Demand/Capacity Table**

Using results from Tasks 3.2 and 3.3 ENGINEER will compile the information into a table of key demand/capacity ratios and identify areas of potential failure. Information shall include an assessment of displacements and available seat widths.

**Task 3.5 Quality Control**

Engineer will implement quality control procedures for the seismic retrofit analysis.

**Deliverables Task 3**

1. Final Seismic Hazard/MCE
2. Structural Modeling of Existing Bridge
3. Demand/Capacity Summary
4. Summary of Analysis and Preliminary Findings (Technical Memo 5)

**Task 4: Develop Retrofit Strategy**

Upon completion of the seismic analysis of the existing bridge, the retrofit strategy will be developed.

**Task 4.1 Initial Recommendation**

ENGINEER will develop a retrofit concept for review by the COUNTY. The initial concept will include a Bridge General Plan with retrofit items callouts, typical sections of the proposed retrofit measures, a preliminary APE map indicating areas of construction disturbance and access, and preliminary estimate of construction cost. The COUNTY will review the initial recommendations and provide comments and direction to the ENGINEER.

**Task 4.2 Seismic Retrofit Strategy Report**

ENGINEER will prepare a Seismic Retrofit Strategy Report that incorporates the initial recommendations and the comments from Task 4.1.

#### **Task 4.3 Seismic Retrofit Strategy Meeting**

ENGINEER will present and defend Seismic Retrofit Report at a Seismic Retrofit Strategy Meeting at Caltrans Division of Structures in Sacramento.

#### **Task 4.4 Final Retrofit Strategy Report**

ENGINEER will incorporate valid comments from the Strategy Review Panel into a Final Retrofit Strategy Report that includes sample retrofit details, updated Bridge General Plan and updated construction cost estimate.

#### **Deliverables Task 4**

1. Initial Recommendations, 5 copies, (Technical Memo 6)
2. Seismic Retrofit Strategy Report, 5 copies, (Technical Memo 7)
3. Seismic Retrofit Strategy Meeting Notes
4. Final Retrofit Report, 5 copies, (Technical Memo 8)



San Luis Obispo County  
South Bay Boulevard over Los Osos Creek

**DRAKE HAGLAN AND ASSOCIATES  
CONTRACT SUMMARY**

CONTRACT No. \_\_\_\_\_ CONSULTANT COST PROPOSAL  
CONSULTANT: Drake Haglan and Associates

**DIRECT LABOR**

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	50	\$ 80.00	\$4,000.00
Tony Dubovick	Senior Engineer, Range D	186	\$ 65.00	\$12,090.00
Jennifer Grant	Engineer, Range A	390	\$ 39.45	\$15,385.50
Matt Lampa	Engineer Range B	52	\$ 46.00	\$2,392.00
Alex Barba	CAD Draftsperson, Range B	172	\$ 35.00	\$6,020.00
Theresa Bautista	Administration, Range B	14	\$ 30.00	\$420.00
		864	Total Hours	
			<b>Subtotal Direct Labor Costs</b>	<b>\$40,307.50</b>
			<b>Anticipated Salary Increases</b>	<b>\$0.00</b>
			<b>TOTAL - Direct Labor</b>	<b>\$40,307.50</b>

INDIRECT COSTS	Rate	Total
Overhead	95.36%	\$38,437.23
Fringe Benefit	49.40%	\$19,911.91
General & Administrative	0.00%	\$0.00
	144.76%	
	<b>TOTAL - Indirect Costs</b>	<b>\$58,349.14</b>

**FIXED FEE** ( 10.00% ) **TOTAL - Fixed Fee** \$9,865.66

OTHER DIRECT COSTS			Total
Travel Costs (mileage)	Miles	1,200 @ \$ 0.555	\$ 666.00
Travel Costs (lodging)	Nights	4 @ \$150.00	\$ 600.00
Overnight Service	Each	10 @ \$ 15.60	\$ 156.00
		<b>TOTAL - Other Direct Costs</b>	<b>\$1,422.00</b>

**TOTAL COST** **\$109,944.30**

**SUBCONSULTANTS**

Kleinfelder	<u>\$ 60,825.00</u>
Total Subconsultants Cost	<u>\$ 60,825.00</u>

**Total Contract** **\$170,769.30**

Cost Proposal

Project Name: Avila Beach Drive Bridge over San Luis Obispo Creek

Task No.	TASKS	Project Manager				Lead Bridge Engineer		Bridge Engineer		Bridge CAD		Admin		DHA Hours	DHA Direct Labor Cost	Task Direct Labor	Overhead	Fee	Task Total DHA Labor Cost	Kleinfelder	Task Total
		CD	TD	JG	AB	AB	TB	AB	TB	AB	TB	AB	TB								
		350.00	95.00	339.45	335.00	330.00															
1.0	Project Management	12		32		8							52	\$2,462.40	\$2,462.40	\$3,564.57	\$692.70	\$6,629.67		\$6,629.67	
1.1	Kick-off Meeting	4		4									8	\$477.80	\$477.80	\$691.66	\$116.95	\$1,286.41		\$1,286.41	
1.2	Field Review Project Site	4		4									8	\$477.80	\$477.80	\$691.66	\$116.95	\$1,286.41		\$1,286.41	
1.3	Deck Assessment and Concrete Testing			4									4	\$157.80	\$157.80	\$228.43	\$38.82	\$424.85	\$6,590.00	\$6,924.85	
1.4	Geotechnical Investigation			12									12	\$473.40	\$473.40	\$685.29	\$115.87	\$1,274.56	\$55,524.00	\$56,798.56	
1.5	Initial Project Schedule (Completed Prior)												0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
2	Multi-use Path Study (Non Participating)	2	4	32	48	2							88	\$3,422.40	\$3,422.40	\$4,954.27	\$937.67	\$9,214.33		\$9,214.33	
3.1	Determine Ground Motion			2		6							8	\$366.70	\$366.70	\$530.83	\$80.75	\$887.29		\$887.29	
3.2	Demand Modeling			32	100	40							172	\$7,425.00	\$7,425.00	\$10,748.43	\$1,817.34	\$19,990.77		\$19,990.77	
3.3	Determine Capacities			32	100								132	\$6,025.00	\$6,025.00	\$8,721.79	\$1,474.68	\$16,221.47		\$16,221.47	
3.4	Develop Demand/Capacity					20							20	\$789.00	\$789.00	\$1,142.16	\$193.12	\$2,124.27		\$2,124.27	
3.5	QC Analysis			40									40	\$2,600.00	\$2,600.00	\$3,763.76	\$636.38	\$7,000.14		\$7,000.14	
4.1	Initial Recommendation	4	20	20	60								104	\$4,509.00	\$4,509.00	\$6,527.23	\$1,103.62	\$12,139.85		\$12,139.85	
4.2	Strategy Report	6	20	20	32								78	\$3,689.00	\$3,689.00	\$5,340.20	\$902.92	\$9,932.12		\$9,932.12	
4.3	Strategy Meeting	8	8	8	8								24	\$1,475.60	\$1,475.60	\$2,136.08	\$361.17	\$3,972.85		\$3,972.85	
4.4	Final Strategy Report	4	4	4	8								22	\$1,180.00	\$1,180.00	\$1,708.17	\$288.92	\$3,176.98		\$3,176.98	
	Subtotal - Hours	44	166	362	188	12							772	\$35,530.90	\$35,530.90	\$51,434.53	\$8,696.54	\$95,661.97	\$62,024.00	\$157,685.97	
	Total Direct Labor Cost	\$3,520	\$10,790	\$14,281	\$6,580	\$360							\$35,531						Other Direct Costs \$	1,422.00	\$159,107.97

Overhead Rate 144.76%  
Fee 10.00%

San Luis Obispo County  
Avila Beach Drive Bridge over San Luis Obispo Creek

**DRAKE HAGLAN AND ASSOCIATES  
CONTRACT SUMMARY**

CONTRACT No. \_\_\_\_\_ CONSULTANT COST PROPOSAL  
CONSULTANT: Drake Haglan and Associates

**DIRECT LABOR**

Name	Classification	Hours	Rate	Total
Craig Drake	Principal Engineer	44	\$ 80.00	\$3,520.00
Tony Dubovick	Senior Engineer, Range D	166	\$ 65.00	\$10,790.00
Jennifer Grant	Engineer, Range A	362	\$ 39.45	\$14,280.90
Alex Barba	CAD Draftsperson, Range B	188	\$ 35.00	\$6,580.00
Theresa Bautista	Administration, Range B	12	\$ 30.00	\$360.00
		772	Total Hours	
			Subtotal Direct Labor Costs	\$35,530.90
			Anticipated Salary Increases	\$0.00
			TOTAL - Direct Labor	\$35,530.90

INDIRECT COSTS	Rate	Total
Overhead	95.36%	\$33,882.27
Fringe Benefit	49.40%	\$17,552.26
General & Administrative	0.00%	\$0.00
	144.76%	
		TOTAL - Indirect Costs
		\$51,434.53

FIXED FEE ( 10.00% ) TOTAL - Fixed Fee \$8,696.54

OTHER DIRECT COSTS	Total
Travel Costs (mileage) Miles 1,200 @ \$ 0.555	\$ 666.00
Travel Costs (lodging) Nights 4 @ \$150.00	\$ 600.00
Overnight Service Each 10 @ \$ 15.60	\$ 156.00
	TOTAL - Other Direct Costs
	\$1,422.00

TOTAL COST \$97,083.97

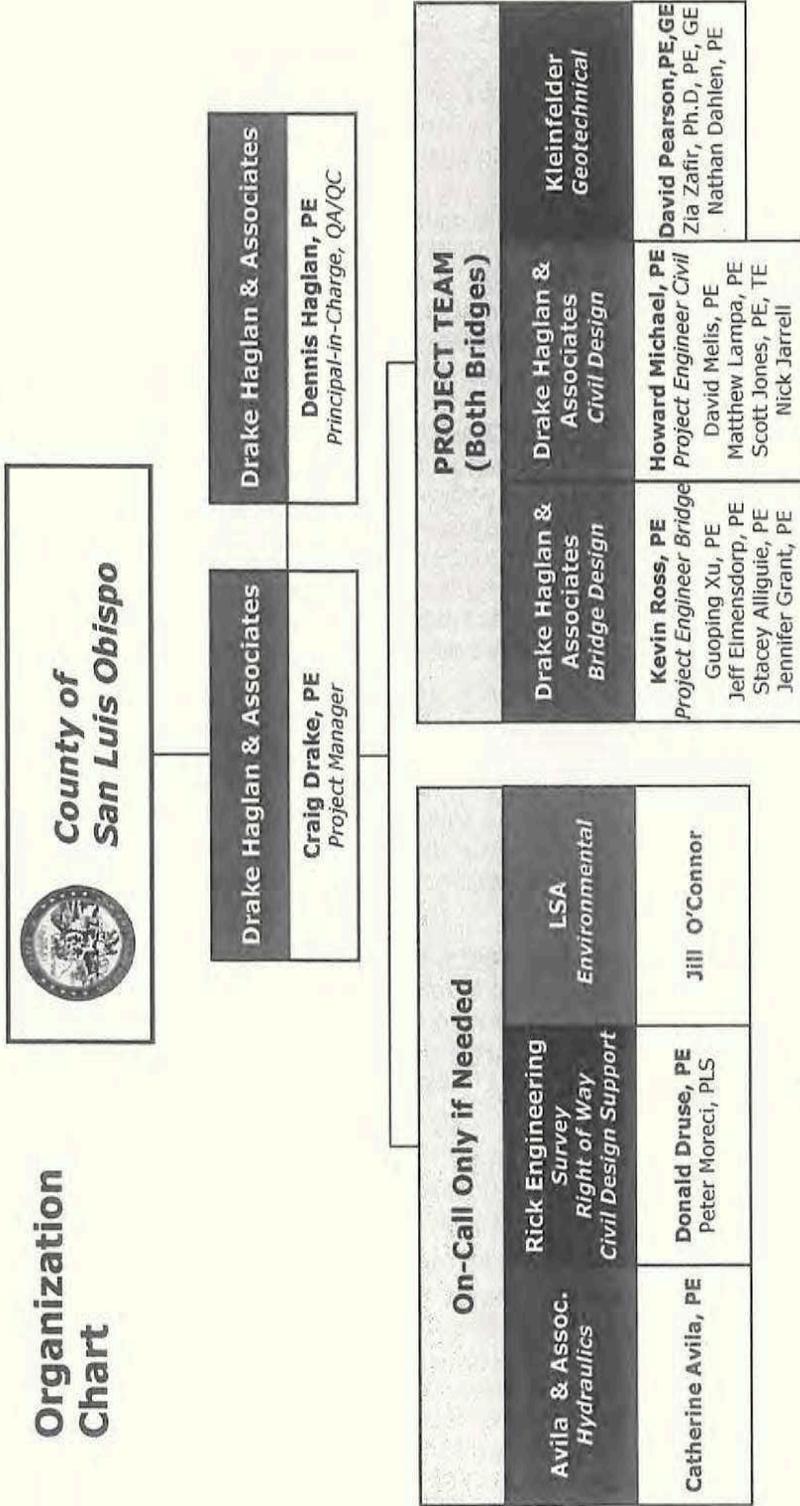
**SUBCONSULTANTS**

Kleinfelder	\$ 62,024.00
Total Subconsultants Cost	\$ 62,024.00

Total Contract \$159,107.97

# South Bay Blvd. Bridge & Avila Beach Drive Bridge

## Organization Chart



ID	Task Number	Task Name	Duration	Start	Finish	May	June	July	August	September
1	1	1 Field Review and Assessment	1 day	Mon 5/14/12	Mon 5/14/12	4/29	5/6	5/13	5/20	5/27
2	1.1	Kick Off Meeting & Field Review	1 day	Mon 5/14/12	Mon 5/14/12					
3	1.1.1	Attend KO Meeting & Prepare Meeting Notes	1 day	Mon 5/14/12	Mon 5/14/12	5/14				
4	1.1.2	Field Review & Notes	1 day	Mon 5/14/12	Mon 5/14/12	5/14				
5	1.2	Initial Project Schedule	0 days	Mon 5/14/12	Mon 5/14/12					
6	1.3	Certify Project Ready for Task 2	0 days	Mon 5/14/12	Mon 5/14/12					
7	2	2 Bridge Seismic Analysis	28 days	Mon 5/14/12	Wed 6/20/12					
8	2.1	Geotechnical Services	24 days	Mon 5/14/12	Thu 6/14/12					
9	2.1.1	USA Notification	1 day	Mon 5/14/12	Mon 5/14/12	5/14				
10	2.1.2	County Encroachment Permit	1 day	Mon 5/14/12	Mon 5/14/12	5/14				
11	2.1.3	Drilling Test Borings	3 days	Fri 5/18/12	Tue 5/22/12	5/18				
12	2.1.4	Lab Testing	5 days	Fri 5/25/12	Thu 5/31/12	5/25				
13	2.1.5	LOTB Preparation	1 day	Fri 6/1/12	Fri 6/1/12	6/1				
14	2.1.6	Geotechnical Analysis	3 days	Fri 6/1/12	Tue 6/5/12	6/1				
15	2.1.7	Additional Downtag and Lateral Spreading Analysis (OPTIONAL)	5 days	Fri 6/8/12	Thu 6/14/12	6/8				
16	2.1.8	Prepare Draft Geotechnical Report	0 days	Tue 6/5/12	Tue 6/5/12					
17	2.1.8.1	Submit LOTB and Geotechnical Report	0 days	Tue 6/5/12	Tue 6/5/12					
18	2.2	Perform Seismic Analysis	25 days	Mon 5/14/12	Fri 6/15/12	5/14				
19	2.3	Prepare Summary of Analysis	5 days	Mon 6/11/12	Fri 6/15/12	6/11				
20	2.4	QC Analysis Results	3 days	Mon 6/18/12	Wed 6/20/12	6/18				
21	2.5	Submit Analysis Findings to County	0 days	Wed 6/20/12	Wed 6/20/12					
22	2.6	Pre-Strategy Meeting with County	0 days	Wed 6/20/12	Wed 6/20/12					
23	3	3 Develop Retrofit Strategy and Concept Approval	48 days	Thu 6/21/12	Mon 8/27/12					
24	3.1	Prepare General Plan and General Details	5 days	Thu 6/21/12	Wed 6/27/12	6/21				
25	3.2	Prepare APE Map	2 days	Tue 6/26/12	Wed 6/27/12	6/26				
26	3.3	Preliminary Retrofit Construction Cost Estimate	3 days	Thu 6/28/12	Mon 7/2/12	6/28				
27	3.4	Draft Retrofit Recommendation Report (5 copies)	5 days	Tue 7/3/12	Mon 7/9/12	7/3				
28	3.5	Meet with County to Review Draft Recommendation Report	0 days	Mon 7/23/12	Mon 7/23/12					
29	3.6	Prepare Report for Submittal to Caltrans (5 copies to County + CT copies)	5 days	Tue 7/24/12	Mon 7/30/12	7/24				
30	3.7	Seismic Retrofit Strategy Meeting	0 days	Mon 8/20/12	Mon 8/20/12					
31	3.8	Incorporate Comments into Final Retrofit Report (5 copies)	5 days	Tue 8/21/12	Mon 8/27/12					

ID	Task Number	Task Name	Duration	Start	Finish	May	June	July	August	September
1		<b>1 Field Review and Assessment</b>	1 day	Mon 6/14/12	Mon 6/14/12					
2	1.1	<b>Kick Off Meeting &amp; Field Review</b>	1 day	Mon 6/14/12	Mon 6/14/12					
3	1.1.1	Attend KO Meeting & Prepare Meeting Notes	1 day	Mon 6/14/12	Mon 6/14/12					
4	1.1.2	Field Review & Notes	1 day	Mon 6/14/12	Mon 6/14/12					
5	1.2	Initial Project Schedule	0 days	Mon 6/14/12	Mon 6/14/12					
6		<b>2 Advance Planning Study for Multi-Use Path</b>	15 days	Mon 6/14/12	Fri 6/11/12					
7	2.1	Prepare APS for Path on Bridge	15 days	Mon 6/14/12	Fri 6/11/12					
8	2.2	Certify Project Ready for Task 3	0 days	Fri 6/11/12	Fri 6/11/12					
9		<b>3 Bridge Seismic Analysis</b>	25 days	Mon 6/14/12	Fri 7/6/12					
10	3.1	<b>Geotechnical Services</b>	24 days	Mon 6/14/12	Thu 7/6/12					
11	3.1.1	USA Notification	1 day	Mon 6/14/12	Mon 6/14/12					
12	3.1.2	County Encroachment Permit	1 day	Mon 6/14/12	Mon 6/14/12					
13	3.1.3	Drilling Test Borings	3 days	Fri 6/8/12	Tue 6/12/12					
14	3.1.4	Lab Testing	5 days	Fri 6/15/12	Thu 6/21/12					
15	3.1.5	LOTB Preparation	1 day	Fri 6/22/12	Fri 6/22/12					
16	3.1.6	Geotechnical Analysis	3 days	Fri 6/22/12	Tue 6/26/12					
17	3.1.7	Additional Downdrag and Lateral Spreading Analysis (OPTIONAL)	5 days	Fri 6/29/12	Thu 7/5/12					
18	3.1.8	<b>Prepare Draft Geotechnical Report</b>	0 days	Tue 6/26/12	Tue 6/26/12					
19	3.1.8.1	Submit LOTB and Geotechnical Report	0 days	Tue 6/26/12	Tue 6/26/12					
20	3.2	Perform Seismic Analysis	20 days	Mon 6/14/12	Fri 6/29/12					
21	3.3	Prepare Summary of Analysis	5 days	Wed 6/27/12	Tue 7/3/12					
22	3.4	QC Analysis Results	3 days	Wed 7/4/12	Fri 7/6/12					
23	3.5	Submit Analysis Findings to County	0 days	Fri 7/6/12	Fri 7/6/12					
24	3.6	Pre-Strategy Meeting with County	0 days	Fri 7/6/12	Fri 7/6/12					
25		<b>4 Develop Retrofit Strategy and Concept Approval</b>	48 days	Mon 7/9/12	Wed 9/12/12					
26	4.1	Prepare General Plan and General Details	5 days	Mon 7/9/12	Fri 7/13/12					
27	4.2	Prepare APE Map	2 days	Thu 7/12/12	Fri 7/13/12					
28	4.3	Preliminary Retrofit Construction Cost Estimate	3 days	Mon 7/16/12	Wed 7/18/12					
29	4.4	Draft Retrofit Recommendation Report (5 copies)	5 days	Thu 7/19/12	Wed 7/25/12					
30	4.5	Meet with County to Review Draft Recommendation Report	0 days	Wed 8/8/12	Wed 8/8/12					
31	4.6	Prepare Report for Submittal to Caltrans (5 copies to County + CT copies)	5 days	Thu 8/9/12	Wed 8/15/12					
32	4.7	Seismic Retrofit Strategy Meeting	0 days	Wed 9/5/12	Wed 9/5/12					
33	4.8	Incorporate Comments into Final Retrofit Report (5 copies)	5 days	Thu 9/8/12	Wed 9/12/12					

Project: Avila Beach Drive Retrofit  
Date: Mon 3/19/12

Task

Critical Task

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

Split

External Tasks

Project Summary

Group By Summary

Deadline

Group By Summary

Deadline

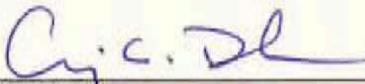
**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the CHIEF FINANCIAL OFFICER, and duly authorized representative of the firm of DRAKE HAGLAN & ASSOCIATES, INC., whose address is 11000 WHITE ROCK RD, STE 200, RANCHO CORDOVA, CA 95670, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

9/10/12  
(Date)

  
(Signature)

## CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director of Public Works and Transportation of San Luis Obispo County, and that the consulting firm of Drake, Heglen and Associates, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

9/11/2012  
(Date)

PAAVO OGREN  
PAAVO OGREN  
Director of Public Works and Transportation

**NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

The County has established a DBE goal for this Agreement of 1 %.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “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 national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

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

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### 4. DBE PARTICIPATION GENERAL INFORMATION

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

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

## 5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at:  
<http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory – If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representative, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

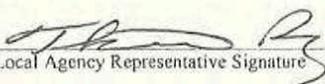
**7. FOR DBE TRUCKING COMPLANIES: CREDIT FOR DBES WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

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

**EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT**

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>San Luis Obispo</u>			
2. Project Location: <u>approx. two miles south of State Route 1 near the community of Los Osos</u>			
3. Project Description: <u>Professional services for the South Bay Blvd. Bridge No. 1 State Bridge No. 49C-351 Seismic Retrofit</u>			
4. Consultant Name: <u>Drake Haglan &amp; Associates</u>			
5. Contract DBE Goal %: <u>1%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Drilling	Woodward Drilling Co. P.O. Box 336 (707)374-4300 Rio Vista, CA 94571	37887	TBD
Traffic Control	Alert-O-Lite (559)486-4570 P.O. Box 12224 Fresno, CA 93777	16345	TBD
Hydraulics	Avila & Assoc. (925)673-0549 712 Bancroft Rd., #333 Walnut Creek, CA 94598	032811	TBD
Local Agency to Complete this Section		10. Total % Claimed	>1 %
16. Local Agency Contract Number: <u>300455</u>			
17. Federal-aid Project Number: <u>BHLS-5949(137)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature 	
19. Local Agency Representative Name (Print) <u>Tiburcio Perez</u>		12. Preparer's Name (Print) <u>Craig C. Drake</u>	
20. Local Agency Representative Signature 		13. Preparer's Title <u>CFO/Project Manager</u>	
21. Date <u>7-20-12</u>		14. Date <u>7/18/12</u>	
22. Local Agency Representative Title <u>Contract Manager</u>		15. (Area Code) Tel. No. <u>(916) 363-4210</u>	
23. (Area Code) Tel. No. <u>805-781-5138</u>			

**Distribution:** (1) Original – Submit with Award Package  
(2) Copy – Local Agency files

**EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

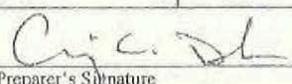
Consultant to Complete this Section			
1. Local Agency Name: <u>San Luis Obispo</u>			
2. Project Location: <u>approx. two miles south of State Route 1 near the community of Los Osos</u>			
3. Project Description: <u>Professional services for the South Bay Blvd. Bridge No. 1 State Bridge No. 49C-351 Seismic Retrofit</u>			
4. Total Contract Award Amount: \$ <u>TBD</u>			
5. Consultant Name: <u>Drake Haglan &amp; Associates</u>			
6. Contract DBE Goal %: <u>1%</u>			
7. Total Dollar Amount for all Subcontractors: \$ <u>TBD</u>			
8. Total Number of all Subcontractors: <u>4</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Drilling	Woodward Drilling Co. P.O. Box 336 Rio Vista, CA 94571	37887	TBD
Traffic Control	Alert-O-Lite P.O. Box 12224 Fresno, CA 93777	16345	TBD
Hydraulic Studies	Avila & Assoc., Walnut Cr.	032811	TBD
Local Agency to Complete this Section		13. Total Dollars Claimed \$ <u>TBD</u>	14. Total % Claimed <u>&gt;1</u> %
20. Local Agency Contract Number: <u>300455</u>			
21. Federal-aid Project Number: <u>BHLS-5949(137)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) <u>Tiburcio Perez</u>		15. Preparer's Signature <u>Craig C. Drake</u>	
24. Local Agency Representative Signature <u>[Signature]</u>			
25. Date <u>7-20-12</u>			
26. Local Agency Representative Title <u>Contract Manager</u>			
27. (Area Code) Tel. No. <u>805-781-5130</u>		16. Preparer's Name (Print) <u>Craig C. Drake</u>	
Caltrans to Complete this Section		17. Preparer's Title <u>CFO/Project Manager</u>	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)		29. DLAE Signature	
30. Date		18. Date <u>7/18/12</u>	
		19. (Area Code) Tel. No. <u>(916) 363-4210</u>	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment  
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

**EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT**

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

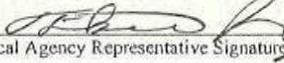
Consultant to Complete this Section			
1. Local Agency Name: <u>San Luis Obispo</u>			
2. Project Location: <u>located over San Luis Obispo Creek in the community of Avila Beach</u>			
3. Project Description: <u>Professional services for the Avila Beach Dr. Bridge No. 1 State Bridge No. 49C-327 Seismic Retrofit</u>			
4. Consultant Name: <u>Drake Haglan &amp; Associates</u>			
5. Contract DBE Goal %: <u>1%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Drilling	Woodward Drilling Co. P.O. Box 336 (707) 374-4300 Rio Vista, CA 94571	37887	TBD
Traffic Control	Alert-O-Lite (559) 486-4570 P.O. Box 12224 Fresno, CA 93777	16345	TBD
Hydraulics	Avila & Assoc. (925) 673-0549 712 Bancroft Rd., #333 Walnut Creek, CA 94598	032811	TBD
Local Agency to Complete this Section		10. Total % Claimed	>1 %
16. Local Agency Contract Number: <u>300456</u>			
17. Federal-aid Project Number: <u>BHLS-5949(136)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature 	
19. Local Agency Representative Name (Print) <u>Tiburcio Perez</u>		12. Preparer's Name (Print) <u>Craig C. Drake</u>	
20. Local Agency Representative Signature 		13. Preparer's Title <u>CFO/Project Manager</u>	
21. Date <u>7-20-12</u>		14. Date <u>7/18/12</u>	
22. Local Agency Representative Title <u>Contract Manager</u>		15. (Area Code) Tel. No. <u>(916) 363-4210</u>	
23. (Area Code) Tel. No. <u>805-761-5130</u>			

Distribution: (1) Original - Submit with Award Package  
(2) Copy - Local Agency files

**EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section					
1. Local Agency Name: <u>San Luis Obispo</u>					
2. Project Location: <u>located over San Luis Obispo Creek in the community of Avila Beach</u>					
3. Project Description: <u>Professional services for the Avila Beach Dr. Bridge No. 1 State Bridge No. 49C-327 Seismic Retrofit</u>					
4. Total Contract Award Amount: \$ <u>TBD</u>					
5. Consultant Name: <u>Drake Haglan &amp; Associates</u>					
6. Contract DBE Goal %: <u>1%</u>					
7. Total Dollar Amount for all Subcontractors: \$ <u>TBD</u>					
8. Total Number of all Subcontractors: <u>4</u>					
Award DBE Information					
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount		
Drilling	Woodward Drilling Co. P.O. Box 336 Rio Vista, CA 94571	37887	TBD		
Traffic Control	Alert-O-Lite P.O. Box 12224 Fresno, CA 93777	16345	TBD		
Hydraulic Studies	Avila & Assoc., Walnut Cr.	032811	TBD		
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>TBD</u>		
20. Local Agency Contract Number: <u>300456</u>					
21. Federal-aid Project Number: <u>BALS-5949(136)</u>		14. Total % Claimed	<u>&gt;1</u> %		
22. Contract Execution Date: _____					
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:					
23. Local Agency Representative Name (Print) <u>Tiburcio Perez</u>		15. Preparer's Signature <u>Craig C. Drake</u>			
24. Local Agency Representative Signature 				16. Preparer's Name (Print) <u>Craig C. Drake</u>	
25. Date <u>7-20-12</u>					
26. Local Agency Representative Title <u>Contract Manager</u>		17. Preparer's Title <u>CFO/Project Manager</u>			
27. (Area Code) Tel. No. <u>805-781-5138</u>					
Caltrans to Complete this Section					
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:					
28. DLAE Name (Print)	29. DLAE Signature	30. Date			
		18. Date <u>7/18/12</u>	19. (Area Code) Tel. No. <u>(916) 363-4210</u>		

**Distribution:** (1) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
(2) Copy - Include in award package sent to Caltrans DLAE (3) Original - Local agency files

PROPOSER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)

The proposer shall list all subcontractors (both DBE and non-DBE) who supplied bids or quoted for this project, in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Are all subcontractor's bids (quotes) received by your firm for this Project listed below?  YES  NO

Name of Firm Submitting Bid/Quote	Phone/ Fax	Description of Work Items	Certified DBE?	Firm Being Used?
1. KLEINFELDER	Phone 559.486.0750 Fax 559.442.5081	GEOTECHNICAL	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2. WOUNDARD DRILLING CO.	Phone 707.374.4300 Fax 707.374.5677	DRILLING	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: 37887	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3. ALBERT-D-LITE	Phone 559.486.4570 Fax 559.486.1789	TRAFFIC CONTROL	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: 16345	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4. AVILA & ASSOCIATES	Phone 925.673.0849 Fax 925.673.0809	HYDRAULIC STUDIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: 032811	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF NEEDED
5.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.	Phone  Fax		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:	<input type="checkbox"/> YES <input type="checkbox"/> NO



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

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

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

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

SF-LLL-Instructions Rev. 06-04-90