

FLOOD CONTROL AGENDA ITEM NO.: _____ June 9, 2009

**COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY**
399 Elmhurst Street • Hayward, CA 94544-1307
(510) 670-5480

May 26, 2009

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**SUBJECT: APPROVE AND AUTHORIZE THE PRESIDENT OF THE
BOARD OF SUPERVISORS TO EXECUTE CONTRACT NO.
4021 WITH MACKAY AND SOMPS CIVIL ENGINEERS, INC.,
TO PROVIDE ENGINEERING SERVICES FOR SAN
LEANDRO CREEK CONCRETE CHANNEL WALL
REHABILITATION STUDY AND DESIGN IN FLOOD
CONTROL ZONE 12**

RECOMMENDATION:

Approve and execute Contract No. 4021 with MacKay and Soms Civil Engineers Inc., (Principal: Bob Chan; Location: Pleasanton, CA) to provide engineering services for San Leandro Creek Concrete Channel Wall Rehabilitation Study and Design in Flood Control Zone 12, for the contract period of June 9, 2009 through December 30, 2011, in an amount not to exceed \$393,011.00.

SUMMARY/DISCUSSION:

The Alameda County Flood Control and Water Conservation District (District) is hiring a qualified consultant with expertise and experience in providing geotechnical and structural engineering services associated with the rehabilitation of the San Leandro Creek reinforced concrete channel walls.

San Leandro Creek (Line P), between San Leandro Bay and I-880, was constructed by the United States Army Corps of Engineers (Corps) in 1974 as a primary flood control facility. The facility was subsequently turned over to the District for maintenance and operation.

"To Serve and Preserve Our Community"

In December 2007, a 30-foot section of the concrete channel wall collapsed during a dry sunny day. The Corps conducted a preliminary technical assessment on the failed wall panel in January 2008, and determined that tidal salt water had seeped through the concrete joints and caused severe corrosion of the steel reinforcement near the bottom of this 30-foot section of channel wall. The District subsequently conducted additional concrete corrosion investigation for the remaining portion of the concrete channel between 98th Avenue and the UPRR. The final investigation was concluded in September 2008. The result indicates that steel reinforcement in the concrete channel walls in other reaches of the channel have shown signs of deterioration. As a precaution, heavy vehicular traffic has not been allowed on the access road until such time that permanent repairs are made.

The District will repair the failed wall before the upcoming rainy season to prevent further erosion of the channel access road, which is adjacent to a commercial construction equipment storage yard.

SELECTION AND CRITERIA:

A qualifications-based selection method was followed to obtain a shortlist as mandated by Government Code Sections 4525-4529.5 for selecting professional engineering firms. Prime consultants have to meet either the definition of a small, local, or emerging business (SLEB), or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.

A Request for Qualifications (RFQ) was issued on January 28, 2009, and mailed to 98 consultants providing engineering design services as listed in the SLEB database administered by the Alameda County Auditor Controller's Agency, and the consultant database administered by Alameda County Public Works Agency (ACPWA). Of the 98 total consultants, 52 (53 percent) were located in Alameda County. The RFQ was also posted on the ACPWA's website for 15 days. Thirteen consultants submitted Statements of Qualification (SOQs) that were due on February 11, 2009. Upon evaluation of the 13 SOQs, six consultants were short-listed and invited to submit a formal proposal. The Request for Proposals (RFP) was issued on March 20, 2009 and posted on the ACPWA website for 19 days. Six firms submitted proposals on April 7, 2009, and subsequently participated in oral interviews at District's office held on April 13, 2009.

A selection committee comprised of three District representatives evaluated the proposals and the oral interviews. Evaluation criteria included relevant experience, qualifications, written proposal/oral presentation, level of SLEB participation, and overall proposal. The six short-listed consultants are as follows:


Vendor	Location	Local (w/in Alameda Co)	SLEB	Subcontract Min 20% to SLEB
MacKay & Soms Civil Engrs, Inc.	Pleasanton, CA	Yes	No	Yes
Cal Engineering & Geology, Inc.	Oakland, CA	Yes	Yes	Yes
MGE Engineering, Inc.	Oakland, CA	Yes	Yes	Yes
Wilsey Ham	San Ramon, CA	No	No	Yes
Mead & Hunt, Inc.	Sacramento, CA	No	No	Yes
A-N West, Inc.	Richmond, CA	No	No	Yes

MacKay & Soms Civil Engineers, Inc. is a local firm within Alameda County. SLEB participation comprises approximately 26% of the total contract amount. Attachment 1 is provided to show the contract details.

FINANCING:

There is no impact on the County General Fund. Funding for this contract in the amount of \$393,011.00 is available and budgeted in Fund 21810, Organization 270381, Account 610261, Program 50600 (Professional and Specialized Services).

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

Attachment

c: Audrey Beaman, Deputy County Counsel
Susan Muranishi, County Administrator
Crystal Hishida-Graff, Clerk of the Board
Patrick O'Connell, Auditor-Controller
MacKay & Soms Civil Engineers, Inc.

DW/MT:mt

ATTACHMENT 1

ENGINEERING SERVICES FOR FLOOD CONTROL PROJECTS
IN FLOOD CONTROL ZONE 12

June 9, 2009 through December 30, 2011

Consultant	Location	Estimated Dollar Value of Contract Award	SLEB Participation	
			Percentage	Dollar Amount
MacKay & Soms Civil Engineers, Inc.	Pleasanton, CA	\$393,011	26% (min)	\$102,183
<p><u>Certified SLEB Partners:</u></p> <p><i>Finn Design Group, Inc.</i> 5000 Hopyard Road, Suite 300 Pleasanton, CA 94588 Certification #:05-90677</p> <p><i>Balance Hydrologics, Inc.</i> 800 Bancroft Way, Suite 101 Berkeley, CA 94710 Certification #:05-90761</p> <p><i>MTS</i> 5142 Franklin Drive, Suite B Pleasanton, CA 94588 Certification #:09-0003</p> <p><u>Other Subconsultants:</u></p> <p><i>Moffat and Nichol</i> 2201 North Main Street, Suite 360 Walnut Creek, CA 94596</p> <p><i>Engeo</i> 332 Pine Street, Suite 300 San Francisco, CA 94104</p> <p><i>Circle Point</i> 555 12th Street, Suite 290 Oakland, CA 94607</p> <p><i>TOVA Applied Science and Technology</i> 20 East Altarinda Drive Orinda, CA 94563</p>				

Professional Services Agreement

With

MACKAY & SOMPS CIVIL ENGINEERS, INC.

for

**ENGINEERING SERVICES FOR FLOOD CONTROL PROJECTS IN
FLOOD CONTROL ZONE 12**

Contract No. 4021

Alameda County Flood Control and Water Conservation District

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**AGREEMENT BETWEEN THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AND
MACKAY & SOMPS CIVIL ENGINEERS, INC.**

This Agreement is made this ____ day of _____, 2009, in the City of Oakland, State of California, by and between MacKay & Somps Civil Engineers, Inc., 5142 Franklin Drive, Suite B, Pleasanton, CA 94588, hereinafter referred to as "Consultant" and the Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter referred to as "District."

AGREEMENT**1. Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", "E", "F" and "G" attached hereto.
Consultant	MacKay & Somps Civil Engineers, Inc.
District	Alameda County Flood Control and Water Conservation District
Project	The District's project – ENGINEERING SERVICES FOR FLOOD CONTROL PROJECT IN FLOOD CONTROL ZONE 12 - as further described in Appendix "A", Scope of Services.
Services	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

Subconsultants Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from June 9, 2009 through December 20, 2011.

3. Services Consultant Agrees to Perform

3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.

3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for District's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by District or District's agents or consultants when acting at District's direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with a Consultant-

caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the District's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 District shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. District shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until District receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then District may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.
- 4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Consultant's transmittal of all deliverables to District required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to District. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated hereinabove.
- 4.5 District may set off against payments due Consultant under this Agreement any sums that District determines that Consultant owes to District because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 27.3 of this Agreement, to be attended by District, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

5. Maximum Costs

- 5.1 District's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the

District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

- 5.3 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Consultant through Steve Lichliter, MacKay & Soms Civil Engineers, Inc., 5142 Franklin Drive, Suite B, Pleasanton, CA 94588; and Consultant shall direct all communications to District through District Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by District to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 (a) To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the DISTRICT and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.
- (b) The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- (c) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 [Intentionally Omitted]
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. District shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with District's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

9. Liability of District

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, District's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such

damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of District.

- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes, and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11. Insurance

- 11.1 Prior to execution of this Contract, Consultant shall furnish to District satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, District may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse District for such expense).

12. Suspension of Services

- 12.1 District may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide

written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, for cause:

13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide District within the 10 day period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan); or

13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide District within the 10 day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)

13.3 In the event of termination by District as provided herein for cause:

13.3.1 District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

14. Termination of Agreement for Convenience

- 14.1 District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.
- 14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:
- 14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 - 14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
 - 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - 14.2.4 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - 14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
 - 14.2.6 Transfer title and possession to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District.
 - 14.2.7 Use its best efforts to assist District in selling, in the manner, at times, to the extent, and at a price or prices that District directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by District. All proceeds from the foregoing shall be applied to reduce payments to be made by District to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as District may direct;
 - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
 - 14.2.9 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such 3-month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. District shall then pay to Consultant the amount so determined.

- 14.4 Subject to provisions of Section 14.3, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and District fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of District, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
- 14.6 Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by District to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which District may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to District.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the District that Consultant has no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the District hereunder.

16. Proprietary or Confidential Information of District; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the District's interests where such confidential information could be used adversely to the District's interests. Consultant agrees to notify the District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the District's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notice to the Parties

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.
- 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
- (a) When personally delivered to the recipient, notice is effective on delivery.
 - (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
 - (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

- (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.
- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To District:

Moses Tsang, Supervising Civil Engineer
Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 201
Hayward, CA 94544

To Consultant:

Steve Lichliter, Operations Manager
MacKay & Soms Civil Engineers, Inc.
5142 Franklin Drive, Suite B
Pleasanton, CA 94588

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Ownership of Results/Work for Hire

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to District at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to District. With the prior written approval of the District, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

19. Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.
- 19.2 Consultant agrees to maintain full and adequate records in accordance with District requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to District or relative to Consultant's activities under this Agreement. Consultant will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit District, and District's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from District's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon District's request and at Consultant's sole cost and expense, make such items available to District, and District's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay District its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20. Subcontracting/Assignment/ District Employees

- 20.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the District in writing.
- 20.3 To the extent Consultant is permitted by District in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall

remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.

- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.

21. Non-Discrimination, Equal Employment Opportunity, and Business Practices

- 21.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor. To the extent applicable, Consultant shall comply with all federal, state, and local laws (including, without limitation, County ordinances, rules, and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 21.2 Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.3 Consultant shall, if requested to do so by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.4 If requested to do so by the District, Consultant shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 21.5 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 21.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 21.7 The Consultant shall include the provisions set forth in 21.2 through 21.6 (above) in each of its subcontracts.

22. Drug-Free Workplace Policy

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the District department/agency for which the contract services are performed.

23. Compliance with Americans with Disabilities Act

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and

further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

24. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.
- (b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

25. Small, Local, and Emerging Business (SLEB) Participation

- 25.1 Consultant shall subcontract with *Finn Design Group, Inc., 5000 Hopyard Road, Suite 300, Pleasanton, CA 94588, Jeffrey A. Finn, S.E.; Balance Hydrologics, Inc., 800 Bancroft Way, Suite 101, Berkeley, CA 94710, Benjamin Roberts, Ph.D., P.E. and Meridian Technical Services, 5142 Franklin Drive, Suite B, Pleasanton, CA 94588*; for services to be provided under this Agreement in an amount of at least twenty six percent (26%) of the contract value of this Agreement in accordance with COUNTY's Small and Emerging Locally owned Business provision.
- 25.2 Participation of a small and/or emerging local business must be maintained for the term of this contract. Consultant shall not substitute the small and/or emerging local business(s) listed in this Agreement without prior written approval from the COUNTY. COUNTY will be under no obligation to pay Consultant for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the County Purchasing Department, ATTN: Purchasing Manager, 1401 Lakeside Drive, 9th Floor, Oakland, CA 94612.
- 25.3 Consultant shall provide SLEB utilization reports when invoicing the DISTRICT utilizing the Alameda County Compliance System. Consultant and Consultant's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the COUNTY web-based compliance system as described in Appendix E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Consultants to the certified small and/or emerging local businesses. It is the Consultant's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

26. First Source Program

- 26.1 For contracts over \$100,000, Consultant shall provide DISTRICT ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the DISTRICT that Consultant has available during the contract term before advertising to the general public.

27. Disputes

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the District Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the District representative and principal of the Consultant shall then take place within five days of the request.

- 27.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

28. Agreement Made in California; Venue

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

29. Compliance with Laws

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

30. Construction

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

31. Miscellaneous

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such

provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to District a written report, in such form as may be required by District of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's sub-Consultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of District's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of the accident.

32. Entire Agreement; Modifications of Agreement

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 32.3 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both District and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

33. Labor Code Requirements

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the District, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.
- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- 33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, shall be paid to each worker by the Consultant.
- 33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor

Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.

33.12 In accordance with Section 1776 of the Labor Code:

33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by said Consultant or subcontractor in connection with the work.

33.12.2 The payroll records enumerated in Section 33.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

33.12.2.2 A certified copy of all payroll records enumerated in Section 33.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.

33.12.2.3 A certified copy of all payroll records enumerated in Section 33.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Consultant.

33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 33.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.

33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.

33.12.5 The Consultant shall inform the District of the location of the records enumerated under Section 33.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.

33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.

33.13 A certified copy of all payroll records enumerated in the above Section 33.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.

- 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
- 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 33.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 33.12.1 with District representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
 - 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - 33.16.2 Consultant shall, if requested to so do by the District, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - 33.16.3 If requested to do so by the District, Consultant shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
 - 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - 33.16.6 The Consultant shall include the provisions set forth in Sections 33.16.1 through 33.16.5 in each of its subcontracts.
 - 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM: The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.
 - 33.17.1 If District finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the District will notify the Consultant in writing of the sanctions to be imposed.
 - 33.17.2 In addition, the District shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.

- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
- 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
 - 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
 - 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
 - 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future District contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

"District" Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California

By: _____
PRESIDENT
BOARD OF SUPERVISORS

Date: _____

"Consultant" MacKay & Soms Civil Engineers, Inc.

By: Steve Lichter
STEVE LICHLTER, P.E.
OPERATIONS MANAGER

Date: 5.20.09

Approved as to form:
Richard E. Winnie, County Counsel

Richard E. Winnie
County Counsel

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

END OF DOCUMENT

APPENDIX A

SERVICES TO BE PROVIDED BY CONSULTANT

1. This is an appendix attached to, and made a part of the Agreement dated June 9, 2009, between the Alameda County Flood Control and Water Conservation District (“District”) and MacKay and Soms Civil Engineers, Inc. (“Consultant”), providing for professional services.

- 1.1 The District’s Proposed Project – ENGINEERING SERVICES FOR FLOOD CONTROL PROJECTS IN FLOOD CONTROL ZONE 12

- 1.2 Consultant Team

Consultant’s team consists of

MacKay & Soms Civil Engineers, Inc.
Steve Lichliter, P.E., Operations Manager

Finn Design Group, Inc. (*SLEB*)(*Structural*)
Jeffery A. Finn, S.E., President

Balance Hydrologics, Inc. (*SLEB*)(*Hydrology*)
Benjamin Roberts, Ph.D., P.E., Senior Civil Engineer

Meridian Technical Services (*SLEB*)(*Survey*)
Mike Aha, P. E., President

Moffat and Nichol (*Coastal Hydraulics/Hydrology*)
Dilip Trivedi, Dr. Eng., P.E.

ENGEO (*Geotechnical*)
Jeff Fippin, P.E., Associate

Circle Point (*Public Outreach*)
Ivy Morrison, Project Manager

TOVA Applied Science & Technology (*Environmental*)
Booker Holton, Ph D, Principal

Consultant shall provide Professional Engineering Consulting services, and is the prime consultant, with the other consultants serving as subconsultants.

- 1.3 Scope of Project

Refer to Appendix A-Exhibit 1 attached hereto.

1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A-Exhibit 1 attached hereto. The deliverables shall be as specified in Appendix A-Exhibit 1 attached hereto.

1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

2. General Requirements

2.1 General Criteria Governing Consultant's Service

2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the District grants a written exemption to a specific standard or regulation.

2.1.2 Consultant shall review existing District data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the District concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by District. Consultant shall review supplied design information and advise District of its adequacy for Consultant's work and advise District of any further design or other services necessary to complete the Project.

2.1.3 Unless otherwise permitted in writing by District, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.

2.2 General Scope of Consultant's Services

2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit 1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.

2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with District staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).

- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit 1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure District's approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide District with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.

2.3 Coordination of Services with the Project, District's Consultant Team, and District Staff

- 2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise District in writing if any District staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. District will have responsibility to then enforce compliance.
- 2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

2.4 Deliverables and Completion Dates Required Under this Agreement

Required deliverables are discussed in Consultant's proposed scope of work annexed as Exhibit 1. Each deliverable shall be reviewed with representatives of the District. The District shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that District reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof

is included in the fee for Basic Services. (If Consultant should disagree with District's determination, Consultant shall make the changes requested by District under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

2.5 Monthly Progress Update

With each request for payment, Consultant shall provide District with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, District, or any third party) of which Consultant becomes aware.

3. Additional Services

All Services identified in the Agreement, including, but not limited to, the Agreement form, the other appendices, and in the foregoing sections of this Appendix A are "Basic Services". The District may request Consultant to provide services in addition to Basic Services, referred to hereafter as "Additional Services". Additional Services must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities. (Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions, or conflicts of any type in Consultant's work product. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings, or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services).

END OF APPENDIX A

**Exhibit 1 to Appendix A of Agreement between
Alameda County Flood Control and Water Conservation District
and
MacKay and Somps**

SCOPE OF SERVICES FOR SAN LEANDRO CREEK FLOOD PROTECTION CHANNEL

1. PROJECT MANAGEMENT

- 1.1 Hold an initial kick-off meeting with subconsultant team
- 1.2 Ongoing coordination with subconsultant team and District staff including monthly progress reports
 - 1.2.1 Prepare a project schedule and monitor it monthly
 - 1.2.2 Periodic team conference calls and emails
- 1.3 Ongoing subconsultant management and coordination including monthly accounting and reporting for SLEB participation

2. BACKGROUND REVIEW AND SCOPING

- 2.1 Review prior documentation regarding the channel provided by the District consisting of:
 - Operation and Maintenance Manual prepared in 1977 by the U.S. Army Corps of Engineers,
 - Concrete Channel Wall Failure Preliminary Technical Assessment prepared in January 2008 by the U.S. Army Corps of Engineers,
 - Concrete Corrosion Investigation and Evaluation prepared in September 2008 by Baseline Engineering,
 - Construction Details for repair of the failed panel prepared by the County earlier this year.
- 2.2 Site visits
 - 2.2.1 Field Observation for scoping purposes
 - 2.2.2 Observe bottom slab at failed panel at time of repair
- 2.3 Establish needed scope of services and budget

3. PERFORM FIELD TESTING

- 3.0 Notify Underground Service Alert and obtain required permits to drill from County (we assume permit fees will be waived).
- 3.1 Test concrete in floor under wall for structural integrity.
 - Obtain four concrete core samples from bottom slab of the channel at location of failure (this will require dewatering and removal of debris/sediment within dewatered area; this includes sand bag placement and pumping).
 - Perform compressive strength testing on two core samples (one from each core location).
 - Perform random impact (Schmidt hammer) tests on two core samples (one from each core location) at other areas within the dewatered coring area.
 - Perform laboratory testing for acid-soluble chloride and pH determinations.
 - Perform petrographic examination on two core samples (one from each core location).

3.2 Test rebar in floor under wall

- Perform tests for the estimation of the electrical half-cell potential of the channel bottom slab reinforcing steel near the wall connection for the purpose of determining the corrosion activity of the reinforcing steel at four locations: one near location of failure, one other location along western side of channel and two others along the eastern side of the channel (this will require dewatering and removal of debris/sediment within dewatered area; this includes sand bag placement and pumping).

3.3 Soil Borings and Lab Tests to Determine Design Parameters

- Perform 7 soil borings (using a minuteman drill rig) to depths of approximately 15 feet below the ground surface; we propose to perform four borings along the west side of the channel and three on the east side of the channel.
- Observation drilling and log samples by engineer.
- Obtain soil samples with a 3-inch outer diameter California-type split-spoon sampler fitted with 6-inch-long brass liners and a 2-inch outer diameter Standard Penetration Test (SPT) split-spoon sampler. Sampling will be performed at frequent intervals (every 2.5' in the upper 10 feet, and every 5 feet thereafter) for visual classification and laboratory testing.
- The samples will be reexamined in ENGEO's laboratory to verify field classifications and will be tested for moisture content, dry unit weight, gradation, Atterberg Limits, shear/compressive strength, or other physical properties as appropriate.

3.4. SubDrain Video Assessment

- Perform a video camera assessment of the subdrain system to determine if it is clogged.

3.5 Prepare brief report summarizing preliminary geotechnical recommendations based on testing results.

4. FORMULATE ALTERNATIVES AND PRELIMINARY DESIGN

4.1 Evaluate existing structure for in-place loads and perform a structural analysis of the wall to determine its capacity to resist the actual loads in its current condition.

4.2 Define and Pre-Screen Possible Alternative Solutions

- Prepare Sketch designs for each alternative

4.2.1. Team Strategy Session 1 to "Pre-screen" all identified alternatives

4.2.2. Develop a draft rating system to compare the alternatives

4.2.3. Prepare a "Pre-Screen" Report addressing the following items based on the team's collective general engineering judgment. Note: Technical analysis and preliminary design will not be performed to reach these judgments.

- Relative Cost
- Design Life
- ROW Rqmts
- Access Issues
- Utility Constraints
- Constructability
- Environmental and Permitting Issues
- Phasing Considerations
- Maintenance Issues
- Hydraulic Impacts

- 4.2.4. Review Pre-screen Report and rating system with District staff and select up to three alternatives for further study
- 4.3. Prepare preliminary design and further analysis for up to three selected alternatives
 - 4.3.1 Team Strategy Session 2 - Coordination Meeting
 - 4.3.2 Prepare preliminary structural designs and preliminary construction details for selected alternative to facilitate development of construction cost estimates.
 - 4.3.3 Review record documents for ROW verification
 - 4.3.4 Perform hydraulic analysis on up to three alternatives having "In-Channel" impacts including the following tasks:
 - Data Collection: Locate and obtain channel data; obtain previous models, if any, from ACOE, FEMA, ACFC; Obtain records of discharges and water surface elevations in channel; Obtain tidal effects data
 - Hydraulic Model Development: Develop and test base hydraulic model using HEC-RAS; Test existing conditions against available data or eyewitness information on floods
 - Predict Hydraulic Performance of repair alternatives: Run model for up to three alternative scenarios: likely scenarios are: buttresses, two per wall panel; continuous buttresses on both sides, filling rectangular channel corners; tiebacks with some encroachment into channel due to anchoring devices
 - Write brief report summarizing methodology, model results, and conclusions
5. **PREPARE PRELIMINARY CONSTRUCTION COST ESTIMATES FOR SELECTED ALTERNATIVES**

Provide quantity and unit cost estimates for three selected alternatives
6. **PREPARE SUMMARY MATRIX OF THREE SELECTED ALTERNATIVES**
7. **OUTLINE MONITORING PLAN OPTIONS FOR PHASED IMPROVEMENTS**
8. **PREPARE FINAL EVALUATION REPORT WITH RECOMMENDATIONS**

POSSIBLE FUTURE SERVICES

9. *Prepare final design plans and specifications for improvements of the selected alternative(s) from which the District can bid for construction.*

Task	Description	MacKay and Soms (Hours)									MacKay and Soms (Costs)			Firm Design Group	ENGED	Mollett & Nichol	Balanced Hydrologica	CircuPoint	TOVA Environmental	Median Technical Services	SubConsultant SUBTOTAL	10 % Outside Consultant Markup	GRAND TOTAL B
		Principal in Charge Bob Chen	Program Manager Steve Lichner	Engineering Manager Jim Templeton / Bob Lishells	Senior Engineer Greg Jordan	Senior Surveyor Mark Webster	Assistant Engineer/Surveyor	Principal Technician	Admin. Assistant	TOTAL HOURS	LABOR	Reimbursable Costs	MacKay and Soms Subtotal										
	Hourly Rate	\$ 190.00	\$ 190.00	\$ 190.00	\$ 160.00	\$ 160.00	\$ 116.00	\$ 126.00	\$ 82.00														
1	Project Management																						
1.1	Kick-off Meeting	2	4	4	4					14	\$2,540		\$2,810	\$960	\$1,000		\$200		\$540		\$2,700	\$270	\$6,780
1.2	Coordination / Monthly Progress																						
1.2.1	Prepare Project Schedule and Monitor		20		4					24	\$4,440		\$4,440								\$0	\$0	\$4,440
1.2.2	Periodic team conference calls		8		4					12	\$2,160		\$2,160	\$960	\$600	\$1,720	\$340		\$540		\$4,180	\$416	\$6,736
1.3	Consultant Management and Coordination		80		8				24	92	\$14,648		\$14,648								\$0	\$0	\$14,648
2	Background Review and Scoping																						
2.1	Review Prior Reports		8		8					16	\$2,900	\$100	\$2,900	\$960	\$1,000	\$1,720			\$540		\$4,220	\$422	\$7,642
2.2	Site visits																						
2.2.1	Field Observation for scoping				4					4	\$640		\$640	\$240	\$500	\$860	\$500		\$540		\$2,640	\$264	\$7,644
2.2.2	Observe bottom slab at failed panel at time of repair									0	\$0		\$0	\$480							\$480	\$48	\$828
2.3	Establish needed scope of services and budget		24		8					32	\$5,040		\$5,040	\$1,200	\$1,000				\$270		\$2,470	\$247	\$8,057
3	Perform Field Testing																						
3.1	Test concrete in floor under wall									0	\$0		\$0	\$240	\$7,000						\$7,240	\$724	\$7,964
3.2	Test rebar in floor under wall									0	\$0		\$0	\$480	\$9,000						\$9,480	\$948	\$10,428
3.3	Soil Borings and Lab Tests to Determine Design Parameters									0	\$0		\$0		\$28,000						\$28,000	\$2,800	\$31,800
3.4	SubDrain Video Assessment																			\$14,000	\$14,000	\$1,400	\$18,400
3.5	Preliminary Geotechnical Recommendations based on testing results									0	\$0		\$0		\$5,000						\$5,000	\$500	\$5,500
4	Formulate Alternatives and Preliminary Design																						
4.1	Evaluate existing structure for in-place loads									0	\$0		\$0	\$1,440							\$1,440	\$144	\$1,584
4.2	Define and Pre-Screen Possible Alternative Solutions (Sketch designs)		2		2					4	\$700		\$700	\$5,760							\$5,760	\$576	\$7,036
4.2.1	Team Strategy Session 1 - Pre-screen Analysis		8		8					16	\$2,800		\$2,800		\$1,000	\$3,440	\$800		\$1,080		\$6,320	\$632	\$9,752
4.2.2	Develop draft rating system		8	8	8					24	\$4,320		\$4,320	\$720		\$860					\$1,580	\$158	\$6,058
4.2.3	Prepare "Pre-Screen" Report	2	24	2	16			4		48	\$8,384	\$500	\$8,884	\$1,500	\$500	\$1,720	\$500		\$540		\$4,780	\$476	\$14,120
4.2.4	Review Pre-screen and rating system with District / Select alts for further study		8		8					16	\$2,800		\$2,800	\$960	\$500		\$300				\$1,760	\$176	\$4,736
4.3	Prepare Preliminary Design for up to 3 selected Alternatives																						
4.3.1	Team Strategy Session 2 - Coordination Meeting		8		8					16	\$2,800		\$2,800	\$960	\$1,000	\$1,720	\$300				\$3,980	\$398	\$7,178
4.3.2	Preliminary Structural Design									0	\$0		\$0	\$10,080							\$10,080	\$1,008	\$11,088
4.3.3	Review record documents for ROW verification					4	12			16	\$2,056		\$2,056								\$0	\$0	\$2,056
4.3.4	Perform Hydraulic Analysis on up to 3 Alts having "In-Channel" impacts									0	\$0		\$0				\$11,000				\$11,000	\$1,100	\$12,100
5	Prepare Preliminary Construction Cost Estimates for Selected Alts		4	2	4					10	\$1,760		\$1,760	\$960		\$6,020					\$6,980	\$698	\$9,458
6	Prepare Summary Matrix of Alternatives	2	8	2	8					20	\$3,560		\$3,560				\$500				\$500	\$50	\$4,110
7	Outline Monitoring Plan Options for Phased Improvements		8		8					16	\$2,800		\$2,800	\$480		\$430					\$910	\$91	\$3,801
8	Prepare Final Evaluation Report with Recommendations	2	32	2	8			4		48	\$8,624	\$1,500	\$10,124	\$1,500	\$2,500	\$860	\$2,000		\$270		\$7,130	\$713	\$17,847
	POSSIBLE FUTURE SERVICES																						
9	Prepare final design plans and specification (detailed scope to be determined)									TBD	\$75,000	\$1,500	\$76,500								\$75,000	\$7,500	\$168,000
	Total Hours	8	234	20	118	4	12	8	24	428													
	Amount	\$1,520	\$44,660	\$3,800	\$18,880	\$640	\$1,416	\$1,008	\$1,968		\$148,692	\$3,600	\$162,542	\$29,880	\$59,600	\$19,350	\$16,440	\$0	\$4,320	\$14,000	\$218,590	\$21,859	\$393,011

Schedule
for
San Leandro Creek - Channel Repair Alternatives Analysis

5/18/2009

Milestone	Primary Responsibility	Start Date	End Date	Duration
Authorization to Proceed	District	June 9, 2009	June 9, 2009	
Perform Field Testing	ENGEO	June 15, 2009	July 3, 2009	3 weeks
Gather data; Setup Hydraulic Model; Run Existing Conditions Analysis	Balance	June 15, 2009	July 3, 2009	3 weeks
Preliminary Geotechnical Report	ENGEO	July 6, 2009	July 17, 2009	2 weeks
Evaluate existing structure for in-place loads.	Finn	July 20, 2009	July 24, 2009	1 week
Define and Pre-Screen Possible Alternative Solutions	M&S/Team	July 27, 2009	August 7, 2009	2 weeks
Prepare and Submit "Pre-Screen"" Report"		August 10, 2009	August 28, 2009	3 weeks
Review Pre-screen analysis and rating system with District	M&S/Team/District	August 31, 2009	September 4, 2009	1 week
- Select Alts for further consideration				
- Refine rating system				
Prepare Preliminary Design for up to 3 selected Alternatives	Finn	September 7, 2009	September 18, 2009	2 weeks
Perform Hydraulic Analysis on Alts having "In-Channel" impacts"	Balance	September 7, 2009	September 18, 2009	2 weeks
Prepare Preliminary Construction Cost Estimates for Selected Alts	Moffatt and Nichol	September 21, 2009	October 2, 2009	2 weeks
Prepare and Submit Final Report	M&S/Team	October 5, 2009	October 23, 2009	3 weeks

**HOURLY RATE FEE SCHEDULE – APRIL 1, 2008 TO MARCH 31, 2011
- RATES SUBJECT TO ADJUSTMENT APRIL 1, 2011–**

OFFICE AND PROFESSIONAL

ENGINEERING/PLANNING MANAGER.....	\$190.00 PER HOUR
SENIOR PROJECT ENGINEER/PLANNER/LAND SURVEYOR	\$174.00 PER HOUR
SENIOR ENGINEER/PLANNER/LAND SURVEYOR	\$160.00 PER HOUR
ASSOCIATE ENGINEER/PLANNER/LAND SURVEYOR	\$146.00 PER HOUR
ASSISTANT ENGINEER/PLANNER/SURVEYOR.....	\$118.00 PER HOUR
JUNIOR ENGINEER/PLANNER/SURVEYOR.....	\$ 98.00 PER HOUR
PRINCIPAL TECHNICIAN.....	\$126.00 PER HOUR
SENIOR TECHNICIAN	\$104.00 PER HOUR
TECHNICIAN	\$ 86.00 PER HOUR
ADMINISTRATIVE ASSISTANT	\$ 82.00 PER HOUR
CLERICAL	\$ 66.00 PER HOUR
OFFICE ASSISTANT	\$ 52.00 PER HOUR

*INCLUDES GPS BASE STATION AND RECEIVER(S) WHEN APPROPRIATE

OTHER

PREMIUM FOR CLIENT REQUESTED OVERTIME	REGULAR HOURLY RATE PLUS 25%
HIGH RESOLUTION COLOR INKJET PLOTS.....	\$10.00/SF
HIGH RESOLUTION COLOR INKJET PLOTS WITH HIGH GLOSS FINISH.....	\$25.00/SF
MILEAGE	\$0.505 PER MILE
DIRECT COSTS AND OUTSIDE CONTRACT SERVICES	COST PLUS 10%



Finn Design Group, Inc.
Structural Engineers

5000 Hopyard Road, Suite 300
Pleasanton, CA 94588
(925) 737-1600
(925) 737-1601 FAX

STANDARD RATE SCHEDULE

Engineering Services

Principal	\$ 170.00	per hour
Project Manager	\$ 150.00	per hour
Senior Structural Engineer	\$ 140.00	per hour
Structural Engineer II	\$ 130.00	per hour
Structural Engineer I	\$ 120.00	per hour
Senior Project Engineer.....	\$ 115.00	per hour
Project Engineer II	\$ 105.00	per hour
Project Engineer I	\$ 100.00	per hour
Assistant Engineer III	\$ 95.00	per hour
Assistant Engineer II	\$ 90.00	per hour
Assistant Engineer I	\$ 85.00	per hour
Engineering Intern.....	\$ 80.00	per hour

Technical Services

CAD Dept. Manager	\$ 100.00	per hour
Senior CAD Drafter	\$ 90.00	per hour
CAD Drafter IV	\$ 85.00	per hour
CAD Drafter III	\$ 80.00	per hour
CAD Drafter II	\$ 75.00	per hour
CAD Drafter I	\$ 70.00	per hour
Administrative Assistant	\$ 65.00	per hour
Secretary.....	\$ 60.00	per hour
Clerical Assistant	\$ 55.00	per hour

Other Services

Courier Deliveries, Special Equipment, Reproductions, Materials, and Other Outside Expenses	AT COST + 10%
Copies & Printing: 8½x11	\$ 0.10 per page
Copies & Printing: 11x17	\$ 0.20 per page
Large Format Bond Paper Plots/Copies	\$ 0.50 per sq.ft.
Large Format Vellum Plots	\$ 1.00 per sq.ft.
Large Format Mylar Plots	\$ 2.50 per sq.ft.

Effective April 1, 2008 to June 30, 2011



TOVA

Applied Science & Technology

CONSULTING SERVICES

Fee Schedule¹

-
1. Basic Rate for all services is \$135.00/hour.
 2. Telephone time billed in 5-minute increments. All other time billed in 15-minute increments.
 3. Travel outside of Alameda and Contra Costa Counties billed at \$75.00/hour.
 4. Mileage is charged at \$0.60/mile.
 5. Facsimile transmissions: \$1.00/page
 6. Photocopying: \$.15/single-sided page.
 7. All normal and reasonable expenses reimbursed by client plus 15%.
 8. Professional testimony is available at \$350.00/hour.
 9. Billing normally mailed on the 5th of every month. Due and payable upon receipt unless other arrangements are made.
-

Telephone: (925) 254-1678 · **Fax:** (925) 254-2693 · **Email:** holton@tovascience.com

¹ Rates/fees subject to adjustment each year, commencing January 1, 2010, to reflect change in rates/fees officially established by TOVA

***PROFESSIONAL FEE SCHEDULE, 2008-2009**
BALANCE HYDROLOGICS, INC.
(Effective September 20, 2008)

Scientific and Engineering Staff[†]	<u>Hourly Rate</u>
Senior Principal	\$205
Principal	\$170
Senior Professional	\$145
Project Professional	\$135
Senior Staff Professional	\$120
Staff Professional	\$110
Assistant Professional	\$95
Junior Professional	\$80
Support Staff	
GIS Senior Analyst	\$100
GIS/CADD Specialist	\$80
Graphics Specialist	\$80
Senior Technical Researcher	\$77
Senior Project Administrator	\$77
Senior Report Specialist	\$74
Technical Typist	\$60
Hydrologic Technician	\$60

- Mileage will be charged at \$0.63 mile (2WD) and \$0.66/ mile (4WD, if 4WD needed).
- Nominal use charges are applied for certain field and analytical instruments; fees vary with the nature, duration, and frequency of use. Rate schedule available on request.
- Per diem rates are typically set at actual plus 10%. For certain projects in California and Nevada, they are set at between \$105 and \$178 per day, depending upon local costs.
- Project-related expenses will be billed at cost plus 10%, including work by outside consultants and analytical or testing laboratories.
- Certain surcharges and minimums apply to courtroom or hearing testimony; particulars available upon request.

* Reimbursable charges for mileage are subject to change based upon prevailing IRS rates.
† Includes environmental scientists and engineers practicing in hydrology, geology, soil and watershed sciences, and civil and erosion-control engineering.

SUMMARY OF HOURLY RATES

Effective April 2009

PROFESSIONAL SERVICES

President.....	\$275.00 per hour
Principal Engineer/Geologist.....	\$205.00 per hour
Associate Engineer/Geologist.....	\$185.00 per hour
Senior Engineer/Geologist.....	\$165.00 per hour
Project Engineer/Geologist/Manager.....	\$145.00 per hour
Staff Engineer/Geologist.....	\$125.00 per hour
Construction Services Manager.....	\$130.00 per hour
Senior Construction Services Technician.....	\$110.00 per hour**
Construction Services Technician.....	\$95.00 per hour**
Environmental Technician.....	\$98.00 per hour*
Lab Technician/Manager.....	\$105.00 per hour*
CAD Specialist.....	\$100.00 per hour
Network Administrator.....	\$95.00 per hour
Project Assistant.....	\$85.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Court Appearance (Minimum Charge)\$1,600.00 half day
\$3,200.00 full day

TERMS OF PAYMENT

Invoices will be submitted at completion of work or at approximately two week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT	COMMENTS
12V/24V Water Sampling Pumps	100.00	day	
1850 W Generator	50.00	day	
55-Gallon Drums	40.00	Each	
Air Content Meter	5.00	hour	
Air Sample Bags	15.00	each	
Air Sampling Pump	25.00	day	
All-Terrain Vehicle (Mule)	25.00	hour	
Anchor Bolt Testing Device	8.00	hour	4 hr min
Bailers (Disposable)	6.50	each	
Basecamp Software	25.00	Month	
Brunton Transit	2.00	hour	
Camera - Digital	10.00	hour	
Camera - Disposable	6.00	each	
Camera - Underground	50.00	hour	
Camera - Video	10.00	hour	
Centrifugal Pump	75.00	day	
Civil Tech Shoring Suite	40.00	hour	
Concrete Bags - 50 lbs.	8.00	bag	
Conductivity, pH & Temp. Monitor	50.00	day	
Conductivity-Based Water Level Indicator	6.00	hour	
Coring - Concrete	85.00	hour	
Coring Machine with Generator	35.00	hour	4 hr min
Crack Monitor	20.00	each	
DC Purge Pump	25.00	day	
Diamond Bit Core Barrel - 2"	4.75	1/1000 in.	
Diamond Bit Core Barrel - 3"	5.25	1/1000 in.	
Diamond Bit Core Barrel - 4"	6.30	1/1000 in.	
Diamond Bit Core Barrel - 6"	7.50	1/1000 in.	
Diamond Bit Core Barrel - 8"	10.50	1/1000 in.	
Diaphram Surface Pump	10.00	hour	
Dissolved O ₂ Meter	4.00	hour	
Electronic Water Level Indicator	10.00	day	
Equipment Transport(er)	100.00	hour	
Exploration Equipment	50.00	hour	
EZFRISK	250.00	day	
Field Communication Equipment	2.00	hour	
Floor Flatness Testing Device	16.00	hour	
Floor Level Equipment	10.00	hour	
Generator	100.00	day	
Geotechnical Analysis Software	40.00	hour	
GPS Field Grade (Trimble GEO EXP3)	18.00	hour	
GPS Hand Held	25.00	day	
GPS Mapping Grade (Trimble PRO XRS)	30.00	hour	
Trimble Survey Grade GPS	90.00	hour	4 hr min
Hand Auger and Soil Sampler	100.00	day	
Hard Hat	10.75	each	
Health Risk Calculations Software	40.00	hour	
Hydrocarbon Test Kit	40.00	each	
Hydrogen Peroxide Test Kit	5.00	hour	
Hydrologic Analysis Software	15.00	hour	
Ice	3.00	bag	
Inclinometer	6.90	each	
Interface Probe	100.00	day	
Level B Protection	263.00	day/person	
Level C Protection	168.00	day/person	
Level D Protection	38.00	day/person	
Level D Protection (Modified)	28.00	day/person	
Magnetic Particle Equipment	5.00	hour	
Mason Jars	2.00	jar	
Methane Meter	200.00	day	

DESCRIPTION	COST PER UNIT (\$)	UNIT	COMMENTS
Moisture Content Testing Device	5.00	hour	
Multi-parameter Water Meter	10.00	hour	
Nuclear Density Gauge	14.00	hour	
Technician equipment, vehicle and wireless communication	19.00	hour	
pH Meter	3.00	hour	
Photo Ionization Detector	125.00	day	
Pondpac	50.00	hour	
Pressured Bailers with Filters	25.00	each	
Pump - Diaphragm Surface	10.00	hour	
R Meter (Pachometer)	6.00	hour	4 hr min
Range Finder	2.00	hour	
Rediflow Pump with Generator	200.00	day	
Resistivity Meter	10.00	hour	
Retaining Wall Software	15.00	hour	
Riprap Design	25.00	hour	
Sampling Tubes	5.00	each	
Sand Cone Equipment and Material	25.00	day	
Scheduling Software	15.00	hour	
Schmidt Hammer	10.00	hour	
Seismic Analysis Software	40.00	hour	
Seismograph	25.00	hour	
Sitework Modeling Software	50.00	hour	
Skidmore Wilhelm Bolt Tension Calib.	5.00	hour	8 hr min
Slope Indicator (Inclinometer)	40.00	hour	
Sondex Instrument	35.00	hour	
Submersible Pump	100.00	day	
Terramodel	14.00	hour	
Thermometer - Analog	2.00	hour	
Thermometer - Digital	5.00	hour	
Thin Lift Nuclear Asphalt Gauge 3450	15.00	hour	
Torque Wrench	5.00	hour	4 hr min
Track-Mounted Carryall	12.50	hour	
Tramex Moisture Meter	5.00	hour	
Transfer Pump	25.00	day	
Turbidity Meter	55.00	day	
UT Equipment	17.00	hour	
Vapor Emission Test Kit	25.00	kit	
Vector Conversion	60.00	conversion	
Water Distilled	5.00	bottle	
Well Development Tool	50.00	day	
YSI Water Meter	75.00	day	
Bridge Toll	actual	actual	
Parking	actual	actual	
Mileage	.73	mile	
Trailer	25.00	day	
AutoCAD, Hardware and Software	16.00	hour	
Facsimile	2.00	page	
Notarized Lien Release	25.00	lien	
Photocopies Black & White	.25	each	
Photocopies Color 11 x 17	1.50	each	
Photocopies Color 8½ x 11	.75	each	
Plot - Black & White	3.00	square foot	
Plot - Color	3.85	square foot	
Postage	actual	actual	
Reproduction Equipment	50.00	hour	
Scan - Black & White	1.50	each	
Scan - Color	3.75	each	
Telephone	.50	minute	

SUMMARY OF LABORATORY FEES

Effective April 2009

SOIL AND ROCK

826B	#200 Wash, ASTM D1140, C117.....	\$83
880	Caltrans Compaction Curve, CT 216.....	\$250
910	Clay Lumps and Friable Particles, ASTM C142.....	\$100
913	Cleanness Value, CT 227 each.....	\$103
831B	Compaction Point.....	\$155
831	Compaction, ASTM-1557 (A - D).....	\$310
831M	Compaction, ASTM-1557 (A - D), Same Day Results.....	\$470
831V	Compaction, ASTM D4253, Vibratory Table.....	\$250
841	Consolidation – Continuous Loading (p-e, C _v and C _c plots) ASTM D2435.....	\$425
822	Consolidation – Incremental Loading ASTM D2435.....	\$515
845	Direct Shear – CD, Residual (per 3 points) ASTM D3080.....	\$1,020
820	Direct Shear – CD, Slow (per 3 points) ASTM D3080.....	\$587
820A	Direct Shear – CD, Slow Additional Cycles (each) ASTM D3080.....	\$103
821	Direct Shear – UU, Quick (per point) ASTM D3080.....	\$124
890	Durability Index, CT 229.....	\$206
832	Expansion Index.....	\$235
823	Hydrometer Analysis, ASTM D422.....	\$155
897	Lime-Treated R-Value, CT 301.....	\$425
840	Liquid Limit ASTM D4318.....	\$103
816	Moisture Content & Unit Weight, D2216, D2937.....	\$52
817	Moisture Content & Unit Weight w/ Description.....	\$62
814	Moisture Only, ASTM D2216.....	\$25
959	Organic Content of Soil.....	\$103
909	Organic Impurities, ASTM C40.....	\$52
912	Percent Crushed Particles, CT 205.....	\$125
911	Percent Flat or Elongated Particles, CRD C119.....	\$103
898	Percent Lime for Stabilization.....	\$155
804	Permeability, falling head or constant head, ASTM D5084, D2434, CT220.....	\$361
887	pH, ASTM D4972.....	\$52
847	Plastic Limit, ASTM D4318.....	\$103
819	Plasticity Index ASTM D4318.....	\$170
810	Relative Density.....	\$258
888	Resistivity.....	\$40
851	Rock Core Unconfined Compressive Strength, ASTM D2938.....	\$180
829	R-Value, ASTM 2844, CT 301.....	\$400
828	Sand Equivalent, CT 217.....	\$155
826C	Sieve & #200 Wash, ASTM D422, C136.....	\$130
826A	Sieve, ASTM D422.....	\$85
853	Special Testing (per hr.).....	\$103
825	Specific Gravity, ASTM C127 or C128 or D854.....	\$103
866	Specimen Remolding and/or Lab Mixing (per test).....	\$103
811	Sulfate Testing in Soils.....	\$80
849	Swell Test A, ASTM D4546.....	\$258
850	Swell Test B, ASTM D4546.....	\$180
835	Triaxial Compression – CD (per point).....	\$625
834	Triaxial Compression – CU (per point) ASTM D4767.....	\$464
833	Triaxial Compression – UU (per point) ASTM D2850.....	\$309
830	UBC Swell Index ASTM D1883.....	\$258
818	Unconfined Compression, ASTM D2166.....	\$103
818A	Unconfined Compression, Lime-Treated Soil.....	\$275

CONCRETE

901	Compression Test, 2" –4" –6" Cores (including end preparation), ASTM C42	\$65
932	Compression Test, per 6" x 12" cylinder (strip, cure, break, report) ASTM C39	\$31
933	Compression Test, per 4" x 8" cylinder	\$25
927	Compression, Shotcrete Panel, (3 Cores/Panel) ASTM C42	\$400
902	Core Trimming, In Laboratory	\$50
903	Flexure Test, 6"x 6" beams, ASTM C78.....	\$108
906	Laboratory Trial Batch, ASTM C192, Including Test Cylinders.....	\$567
908	Length Change (3 bars, 4 readings, up to 90 days), ASTM C157mod	\$412
905	Slab Moisture Determination Test (Vapor Emission Test Kit)	\$26
904	Splitting Tensile, 6"x 12" cylinders, ASTM C496	\$52
907	Sulfate Soundness, CT 214, ASTM C88	\$129
900	Unit Weight of lightweight concrete cylinders	\$38

CONCRETE BLOCK

918	Compression, 4"-6"-8" Cores, ASTM C42	\$52
916	Compression, ASTM C140.....	\$77
914	Moisture Content as Received, Absorption	\$77
917	Shrinkage, Modified British ,ASTM C426.....	\$150

MASONRY PRISMS

919	Compression Test, Grouted Prisms, ASTM C140	\$155
921	Masonry Core Shear Test (CBC Title 24)	\$88
920	Trimming Grouted Prisms.....	\$41

MORTAR & GROUT

925	Compression Test 2" Cubes, ASTM C109.....	\$31
923	Compression, 2"-4" Mortar Cylinder, ASTM C39	\$31
924	Compression, 3"-6" Grout Prisms, ATM C39.....	\$36

ASPHALTIC CONCRETE

946	Asphalt Core Density, ASTM D1188.....	\$77
853C	Extraction by Centrifuge.....	\$175
853B	Extraction by Ignition Oven, CT 382.....	\$175
807	Maximum Density, D1188, CT308.....	\$260
809	Maximum theoretical unit weight (Rice Gravity), ASTM D2041	\$206
805	Stability Test, CT 366	\$150

FIREPROOFING

999	Oven Dry Density, Fireproofing, per sample.....	\$55
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Additional Tests Available upon Request.

Prices Exclude Transportation to Laboratory and Field Collection.

Fees for Laboratory Preparation of Specimens Charged on an Hourly Basis. .



Hourly Rate Fee Schedule- May 1, 2009 to April 30, 2010

Two Man Field Crew.....	\$236.00
Two Man Field Crew (overtime).....	\$298.00
Three Man Field Crew.....	\$298.00
Three Man Field Crew (overtime).....	\$372.00
One Man Field Crew.....	\$154.00
One Man Field Crew (overtime).....	\$192.00
Field Crew Supervisor.....	\$130.00
Field Crew Supervisor (overtime).....	\$162.00
“Two Man Field Crew” consists of a Party Chief and Chainman with complete survey vehicle, instrument and equipment.	
“Three Man Field Crew” consists of a Party Chief, Chainman and Apprentice with complete survey vehicle, instrument and equipment.	
“One Man Field Crew” consists of a Party Chief with complete survey vehicle, instrument and equipment	
Direct costs and outside contract services.....	Cost plus 10%

**CirclePoint
2009
TIME & MATERIALS FEE SCHEDULE***

A. Professional services will be rendered based on the following hourly rates:

Principal	\$240.00
Senior Project Manager/Area Manager	\$180.00
Project Manager	\$140.00
Senior Associate - Planner/Public Involvement	\$120.00
Associate - Planner/Public Involvement	\$95.00
Assistant Planner	\$75.00
Coordinator	\$75.00
Project Assistant/Clerical	\$60.00

B. Creative & supportive services will be rendered based on the following hourly rates:

Art Director	\$140.00
Senior Graphic Designer	\$80.00
Graphic Designer	\$60.00
Accounting Manager	\$130.00
Accounting Clerk	\$70.00

C. Provision of related services & reimbursable expenses will be charged to the client as follows:

Copies In House	\$0.10 per page
Color Prints/Transparencies - In House	\$1.50-\$1.75 per copy
Duplication - Outsourced	at cost
Faxes	\$0.60 per page
Postage	at cost
Phone	at cost
Mileage	Per IRS Allowable
Vendor & Subconsultant Services	10% mark up for administration

D. Expert witness testimony or technical assistance on legal matters shall be provided at the rate of \$300.00 per hour of witness and preparation time.

* Rates are effective through December 31, 2009 and subject to escalation in January 2010.



RATE SCHEDULE FOR PROFESSIONAL SERVICES

For: Alameda County Flood Control Contract
Valid 2009 - 2010

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 226.00
	Senior Engineer/Scientist	\$ 207.00
	Engineer/Scientist III	\$ 194.00
	Engineer/Scientist II	\$ 172.00
	Engineer/Scientist I	\$ 150.00
	Staff Engineer/Scientist	\$ 120.00
TECHNICIANS	Senior Technician	\$ 166.00
	Designer	\$ 154.00
	CADD II	\$ 127.00
	CADD I	\$ 97.00
CLERICAL	Word Processing	\$ 97.00
	General Clerical	\$ 75.00
SPECIAL	Principal Engineer/Scientist	\$ 250.00
	Court Appearances	\$ 315.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +15%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost

APPENDIX B

PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated June 9, 2009, between the Alameda County Flood Control and Water Conservation District ("District") and MacKay and Soms Civil Engineers, Inc. ("Consultant"), providing for professional services.

1. Amount of Compensation for Services of Consultant

- 1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed THREE HUNDRED NINETY THREE THOUSAND AND ELEVEN DOLLARS (\$393,011.00) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.
- 1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by District.

2. Monthly Billing Breakdown

- 2.1 District shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for District's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

3. Methods of Payment to Consultant

- 3.1 For Basic Services on the Project. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.
- 3.2 For Additional Services. The District shall pay Consultant for Additional Services, as defined below, as follows:
 - 3.2.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum amount negotiated between the parties, or, at District's option, based on hourly rates per Consultant's billing schedule with an agreed Not-to-Exceed amount.

3.2.2 Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefor.

3.2.3 For Additional services on an hourly basis, Consultant agrees that all Subconsultants billing will be limited to a not-to-exceed amount upon prior written approval of the District.

4. Definitions

4.1 “Additional Services” mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.

4.2 The Billing Rates used as a basis for payment apply to all of Consultant’s and Subconsultants’ principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit 1 attached to Appendix A). The Billing Rates (dated January 1, 2009) shall remain constant through June 30, 2011, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason. After June 30, 2011, the consultant may propose fee adjustments during subsequent year(s) of the Agreement period due to normal salary increases. Upon review of the request of fee adjustments and acceptance by the District, it shall become a part of this Agreement and remain in full force and effect.

END OF APPENDIX B

APPENDIX C

INSURANCE

This is an appendix attached to, and made a part of the Agreement dated June 9, 2009, by and between the Alameda County Flood Control and Water Conservation District ("District") and MacKay & Soms Civil Engineers, Inc. ("Consultant"), providing for professional services.

- A. Consultant is required to maintain at all times during the performance of this Agreement the following insurance coverage: The Certificate of Insurance is attached hereto as Appendix C-Exhibit 1.
1. Workers' Compensation Employers' Liability limits not less than \$1,000,000 each occurrence, \$1,000,000 per disease, and \$1,000,000 each employee. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California. Employers' Liability Coverage endorsement shall specify as entity and endorsement holder the District, its Board of Supervisors, the individual members thereof, and all District officers, agents, employees, and volunteers.
 2. Occurrence-based Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations, and \$2,000,000 Aggregate. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
 3. Occurrence-based Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 million each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 4. Professional Liability Insurance with limits of \$1,000,000 each claim and \$3,000,000 in the aggregate with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement, and any deductible not to exceed \$15,000 each claim.
- B. General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured District, its Board of Supervisors, the individual members thereof, and all District officers, agents, employees, and volunteers.
 2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that

insurance applies separately to each insured against whom claim is made or suit is brought, but the addition of one or more entities shall not affect the insurer's limit of liability.

- C. All policies shall be endorsed to provide thirty (30) days advance written notice to District of cancellation, and certificates of all policies and endorsements shall be mailed to District as provided in the Agreement per Paragraph 17.1.3.
- D. District may, at its sole option, terminate this Agreement on 15 days' notice to Consultant (but during such 15-day period, Consultant has the opportunity to cure the default) in the event of any lapse of required insurance coverage. District may, at its option, secure sufficient insurance coverage to replace any required insurance coverage which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage.
- E. Insurance shall be maintained through an insurer and with deductible amounts acceptable to District. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement, without lapse, and shall provide a discovery period for a period of three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made within four years after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- F. Certificates of insurance, in form and with insurers reasonably satisfactory to District, evidencing all coverages above shall be furnished to District before commencing any operation under this Agreement, with complete copies of policies promptly upon District request.
- G. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder. However, Consultant's aggregate liability hereunder shall be limited by District to the amount of available coverage under Consultant's Professional Liability Insurance.
- H. If Consultant is an association or partnership, the association or partnership shall be insured by any one of the following methods:
 - 1. Separate insurance policies issued with the association or partnership as named insured.
 - 2. All insurance policies required by this Agreement of one of the participants to include the association or partnership as named insured.
 - 3. The association or partnership must be a named insured on all of the policies required by this Agreement.

END OF APPENDIX C

Date 05/11/09

PRODUCER

HEFFERNAN INSURANCE BROKERS

License Number: 0564249

**1808 Embarcadero Road, Suite A
Palo Alto, CA 94303**

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

INSURERS AFFORDING COVERAGE

INSURER A:	Continental Casualty Company
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INSURER B:	OneBeacon America Ins. Co.
------------	----------------------------

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All operations of the Named Insured. General Liability and Auto Liability only: Alameda County Flood Control District Dept. 270301, its Board of Supervisors, the individual members thereof, and all District officers, employees, and volunteers are named as Additional Insured but only as respects liability arising out of the Named Insured's operations; such coverage is primary as respects any insurance carried by the Additional Insured with respect to work performed by the Named Insured. Workers Compensation Only: This policy contains a Waiver of Subrogation in favor of Alameda County Flood Control District Dept. 270301, its Board of Supervisors, the individual members thereof, and all District officers, employees, and volunteers.

Certificate Holder

**Alameda County Flood Control District
Department 270301
399 Elmhurst Street
Hayward, Ca 94544-1395**

CANCELLATION * 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM

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

~~AUTHORIZED REPRESENTATIVE~~

ADDITIONAL INSURED

This form modifies insurance provided under the following:

GL CONTRACTORS EXTENDER (VCG 206 02 05)

WHO IS AN INSURED — (Section II) is deleted and replaced by the following wording:

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing and completed operations for the additional insured.

The insurance provided to the additional Insured is limited as follows:

- a) This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
- b) This insurance does not apply to “bodily injury; or “property damage” caused by “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:

- 1. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspections, architectural or engineering activities.

Primary & Non-Contributory: Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or noncontributory basis.

Separation of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or “suit” is brought.

Per Project Aggregate: Under Section III = Limits of Insurance, the General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

Waiver of Subrogation: Section IV — Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following: We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in “your work” or the “products-completed operations hazard”. This waiver applies only to persons or organizations with whom you have a written contract executed prior to the “bodily injury” or “property damage”, that requires you to waive your rights of recovery.

Named Insured:	MacKay & Soms Civil Engineers, Inc.	Policy No.:	7180099660002
Additional Insured:	Alameda County Flood Control District Dept. 270301, its Board of Supervisors, the Individual members thereof, and all District officers, employees, and volunteers		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	11. Extra Expense – Broadened Coverage
2. Airbag Discharge	12. Fellow Employee Exclusion
3. Auto Theft Reward	13. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	14. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	15. Hired Auto – Worldwide Coverage Territory
6. Broad Form Named Insured	16. Lease Gap Coverage
7. Communications Equipment	17. Liability Coverage – Supplementary Payments
8. Drive Other Car – Executive Officers	18. Newly Formed or Acquired Organizations
9. Duties In The Event of Accident, Claim, Suit or Loss	19. Physical Damage – Transportation Expenses
10. Employees As Insureds	20. Towing – Any Auto

1. ADDITIONAL INSURED BY CONTRACT

The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional insureds, this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an insured by endorsement or in the Declarations, or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us condition under SECTION IV – LOSS CONDITIONS is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under SECTION V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. **The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include the following:**

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limit of insurance.**

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
2. Two-way mobile radio or telephone;
3. Scanning monitor receiver, or
4. GPS Navigation System

Including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.**
c. The most we will pay for this coverage is \$2,000 per occurrence.

8. DRIVE OTHER CAR - EXECUTIVE OFFICERS

- a. The Who Is An Insured provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; you "executive officers" and their spouses.

- b. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an insured listed in 8.a. This does not include any "auto":

1. **Owned by any insured listed in 8.a., or any member of their household, including any such "auto" that is owned but not insured;**
2. **Used by an insured listed in 8.a. while working in the business of selling servicing, repairing or parking autos; or,**
3. **Insured under another policy of insurance.**

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then Insureds listed in 8.a. above and family members residing in the same households are "Insureds" while:

1. Occupying as a passenger, or
2. A pedestrian when struck by

any auto you do not own, hire, lease or borrow, except any auto owned by that insured listed in 8.a, their family members or an auto insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to **SECTION V – DEFINITIONS** of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

- e. The Other Insurance Condition, under **SECTION IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

9. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS** – the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must

- a. notify us of an "accident" claim, "suit" or "loss" and
- b. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

10. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

11. EXTRA EXPENSE – BROADENED COVERAGE

Under Paragraph A. of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. **Limit Of Insurance**.

12. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

13. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. **Deductible** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

14. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss, or Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$50,000,
- b. The actual cash value, or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. it results from an accident,
- b. you are legally liable, and
- c. the lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

15. HIRED AUTO – WORLDWIDE COVERAGE TERRITORY

The definition of coverage territory in **General Conditions – Policy Period, Coverage Territory – of SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

Anywhere in the world for autos hired for 30 days or less, provided that any "suit" is brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

16. LEASE GAP COVERAGE

Under Paragraph C. Limit of Insurance – of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

We will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to **\$3,500**.
- b. The limit for reasonable expenses incurred by the "insured" is amended to **\$500 a day**.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The Who Is An Insured provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
1. That is a joint venture or partnership,
 2. That is an "insured" under any other policy,
 3. That has exhausted its Limit of Insurance under any other policy, or
 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE Coverage Extensions**, the limit for **Transportation Expenses** is amended to **\$75 per day** and the maximum is amended to **\$1,800**.

20. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or In the Declarations.**
- b. The limit is \$100.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This Endorsement, effective on 06/01/2009 at 12:01 A.M. standard time, forms part of

Policy No. 7180099660002

Endorsement No.

Of the OneBeacon Insurance of America
(Name of Insurance Company)

Issued to: MacKay & Soms Civil Engineers, Inc.

Premium (if any) \$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Alameda County Flood Control District Dept. 270301, its Board of Supervisors, the individual members thereof, and all District officers, employees, and volunteers

Job Description

All Operations

APPENDIX D

DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- 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 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 years.

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

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

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

CONTRACTOR: Mackay & Sempis Civil Engineers, Inc
PRINCIPAL: Steve Lichtliter TITLE: Operations Manager
SIGNATURE: Steve Lichtliter DATE: 5-20-09

END OF APPENDIX D

APPENDIX "E"

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

PRE-CONTRACTING DATA FORM

INSTRUCTIONS

This Pre-Contracting Data Form is to be completed by department/agency staff **BEFORE** a worker is hired as an independent contractor. The following information is necessary to help determine the type of work to be performed. Be sure to answer **ALL** of the questions and forward to the Human Resource Services Department for approval.

REMINDER: No work under any contract may begin until ALL approvals have been received.

I. INFORMATION ABOUT CONTRACTOR

Name of Proposed Contractor: _____

Name of Company: MACKAY AND SOMPS CIVIL ENGINEERS, INC.

Type of Business: CONSULTING ENGINEERING SERVICES

Address: 5142 FRANKLIN DRIVE , SUITE B Phone: 925-225-0690

PLEASANTON, CA 94588

☐ Sole Proprietor ☐ Partnership ☒ Corporation

Social Security Number: _____ Federal Tax ID: 94-1448617

Description of Service: ENGINEERING SERVICES FOR FLOOD CONTROL PROJECTS IN FLOOD CONTROL

ZONE 12

Proposed Term of Contract: Beginning Date: June 9, 2009 Ending Date: December 30, 2011

Proposed Pay Rate: Hourly: _____ Bi-Weekly: _____ Monthly: _____ Flat Rate: \$393,011.00 NOT TO EXCEED

Reason for contract (special projects, season, etc): STRUCTURAL, SUB-SURFACE GEOTECHNICAL AND

HYDRAULIC EXPERTISE REQUIRED FOR REHABILITATION ALTERNATIVES FOR CONCRETE CHANNEL

Detailed written description of the duties for the proposed contractor: STRUCTURAL, GEOTECHNICAL AND

HYDRAULIC EVALUATION OF CONCRETE CHANNEL, TECHNICAL REPORT WITH ANALYSIS OF REPAIR

AND STABILIZATION ALTERNATIVES, FINAL DESIGN RECOMMENDATIONS, PLANS, SPECIFICATIONS

AND ESTIMATES FOR RECOMMENDED ALTERNATIVE

NOTE: PLEASE ATTACH A COPY OF THE ALCOLINK REQUISITION

INDEPENDENT CONTRACTOR PRE-HIRE WORKSHEET

INSTRUCTIONS

This Pre-Hire Worksheet is to be completed by department/agency staff **BEFORE** a worker is hired as an independent contractor. The following checklist is necessary to help determine whether an employer/employee relationship exists. Be sure to answer **ALL** of the questions and forward to the Human Resource Services Department for approval.

An employer/employee relationship may be deemed to exist if the answers to the following questions yield “Yes” responses.

REMINDER: No work under any contract may begin until ALL approvals have been received.

I. INFORMATION ABOUT CONTRACTOR

Name: _____

Name of Company: MacKay & Soms Civil Engineers, Inc.

Type of Business: CONSULTING ENGINEERING SERVICES

Address: 5142 Franklin Drive, Suite B Phone: 925-225-0690
Pleasanton, CA 94588

☐ Sole Proprietor ☐ Partnership ☒ Corporation

Social Security Number: _____ Federal Tax ID: 94-14488617

☐ Individual has not previously contracted with the County

☒ COMPANY has previously contracted with the County

Service provided ENGINEERING SERVICES

☐ Individual is currently a contractor with the County

Service provided _____

Is this contract being sought to fill a temporary vacancy created by an employee who is out on Worker’s Compensation, Americans with Disabilities Act or Family Medical Leave Act leave?
If yes, complete only Section I and contact the Human Resource Services Department (HRSD) to finalize this contract. NO.

II. MULTIPLE RELATIONSHIPS WITH THE COUNTY

1. Is this individual on record as a current employee? (Current employees may not contract with the County)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Is this individual on record as a retired Alameda County employee? If no, is it expected that the county will hire this individual as an employee following the termination of this service contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Was the individual an Alameda County employee or a temporary employee any time during the last year and did he or she provide the same or similar services while an employee?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

III. RELATIONSHIP OF PARTIES

Intent: Intent of parties concerning status and control of contractor; expected relationship between County and contractor.

1. Is the relationship between the county and the contractor intended to be longer than one year?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Is the work to be performed part of the regular business of the County?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Is the contractor doing work that would otherwise be done by a County employee? (i.e., are there County positions with the same or similar duties?)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Will the contractor receive any benefits that are normally paid to employees?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Integration: Significant melding of contractor and staff roles.

1. Does the contractor provide services that are integrated into the business of County departments? (i.e., does the success of continuation of the County's business depend significantly on the performance of certain services that this contractor will provide?)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Will this contractor be assigned a specific office or workplace?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Will this contractor be assigned to a personal telephone number?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Will the County provide employees as assistant workers?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Will the contractor have County business cards?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Control: Measure of Independence

1. Will County staff train this contractor?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Will the County require this contractor to attend County meetings, to comply with instructions, and to work substantially full-time?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Will the County require this contractor to work set hours?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Will this contractor use County tools and materials?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Will this contractor be precluded from realizing a profit or loss?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Will the County pay the contractor by the hour, week, or month?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

IV. DETERMINATION

If you have answered YES to any of these questions, then you MAY NOT hire this individual as an independent contractor. Please contact your Human Resources Analyst to explore other options.

A copy of this worksheet *must* be submitted to the Human Resource Services Department for authorization before preparing a Standard Services Agreement.

Agency/Department: ALAMEDA COUNTY PUBLIC WORKS AGENCY, ENGINEERING & CONSTRUCTION, FLOOD CONTROL

Agency/Department Contact Person: MOSES TSANG

Phone: 510-670-6549

DF
HRS Department Authorization

5/10/09
Date