



County of Santa Cruz

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DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN J. PRESLEIGH
DIRECTOR OF PUBLIC WORKS

AGENDA: SEPTEMBER 25, 2012

September 13, 2012

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: EITHER WAY BRIDGE REPLACEMENT PROJECT

Members of the Board:

Public Works has received authorization from the California Department of Transportation to proceed with the preliminary engineering phase of the Either Way Bridge (State Bridge No. 36C-073) Replacement Project. This project, which will replace the structurally deficient single lane concrete deck on steel girder structure with a new concrete bridge meeting current design standards, is funded under the Federal Highway Bridge Program (HBP).


On June 19, 2012, your Board approved a request for proposals for geotechnical services for the Either Way Bridge Replacement Project and authorized Public Works to begin distribution of the request for proposals. On July 17, 2012, Public Works received five proposals. The proposals were evaluated, and the consultant with the highest ranking was Taber Consultants of West Sacramento.

Attached for your Board's review and approval is an independent contractor agreement with Taber Consultants in the not-to-exceed amount of \$25,200 through June 30, 2014, for geotechnical services for the Either Way Bridge Replacement Project. Sufficient funds are available in the 2012/2013 Road Budget. The Federal HBP Program will provide 100 percent reimbursement of all eligible costs.

It is therefore recommended that the Board of Supervisors take the following actions:

1. Approve the attached independent contractor agreement with Taber Consultants for geotechnical services for the Either Way Bridge Replacement Project.
2. Authorize the Director of Public Works to sign the original and duplicate original agreements on behalf of the County.

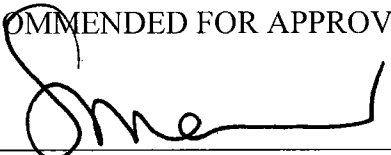
Yours truly,


JOHN J. PRESLEIGH
Director of Public Works

JJP:TJB:rw

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS

(Department)

BY:

Signature certifies that appropriations/revenues are available

(Signature)

(Date)

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and TABER CONSULTANTS, 3911 WEST CAPITOLA AVENUE, WEST SACRAMENTO, CA 95691-2116 (Name/Address)
2. The agreement will provide GEOTECHNICAL SERVICES FOR THE EITHER WAY BRIDGE REPLACEMENT PROJECT.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2014

4. Anticipated Cost is \$ 25,200.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT: \$25,200.00; OVERHEAD: \$2,142.00; TOTAL: \$27,342.00

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC-_____ Contract No: CW23725 OR ☐ 1st Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☐ Section III Board letter required
- ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100! 40150! 3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: CW23725

By:

Auditor-Controller Deputy

Date:

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

DIRECTOR OF PUBLIC WORKS

(Dept/Agency Head) to execute on behalf of the

COUNTY OF SANTA CRUZ

Date: 9/17/12

By:

County Administrative Office

TJB:rw

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ \$ _____
Auditor Description Amount Index Sub object User Code

INDEPENDENT CONTRACTOR AGREEMENT
(Design Professional - Federal)

This Contract is entered into this _____ day of _____, 20____, by and between the County of Santa Cruz, hereinafter called COUNTY, and TABER CONSULTANTS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: to provide geotechnical services as described in Attachment C, Scope of Work, for the Either Way Bridge Replacement Project.

2. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid the consultant will include compensation for all work and deliverables, including travel and equipment described in Section 1 "Duties" of this contract. No additional compensation will be paid to the CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONSULTANT and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 "Termination."

C. The CONSULTANT shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the COUNTY that include any equipment purchased under the provisions of Section 26 "Equipment Purchase" of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work. Invoices shall be mailed to the COUNTY'S Contract Manager at the following address:

Santa Cruz County
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

E. The total amount payable by the COUNTY shall not exceed \$25,200.

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

3. TERM. The term of this Contract shall be: From Board approval through June 30, 2014.

4. EARLY TERMINATION. Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Section 5 and 6 of this document shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

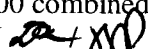
If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY 

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz."

(3) If any insurance policy of CONTRACTOR required by this document includes language conditioning the insurer's legal obligation to defend or indemnify COUNTY on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured. Notwithstanding the foregoing, both the CONTRACTOR and its insurers agree that by naming the County of Santa Cruz as a named insured, the COUNTY may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

(4) CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COUNTY or any additional insured.

(5) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060

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(6) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Department of Public Works
Attn: Russell Chen
701 Ocean Street, Room 410
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, denial of family care leave, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, denial of family care leave, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign the Contract without the prior written consent of the County.

10. SUBCONTRACTING.

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY'S Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

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

C. Any substitution of subconsultants must be approved in writing by the COUNTY's Contract Manager.

11. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Contract includes the following attachments:

Attachment A – Certification of Contractor, Commissions and Fees

Attachment B – Certification of Local Agency

Attachment C – Scope of Work

Attachment D – Charge Rate Schedule

Attachment E – Exhibit 10-O1 Local Agency Proposer UDBE Commitment

Attachment F – Exhibit 10-O2 Local Agency Proposer DBE Information

15. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item #15 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

17. CONTINGENT FEE. The CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

18. RETENTION OF RECORDS/AUDIT. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY of Santa Cruz, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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

20. STATEMENT OF COMPLIANCE. The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

21. DEBARMENT AND SUSPENSION CERTIFICATION.

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A. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

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

22. CONFLICT OF INTEREST.

A. The CONTRACTOR shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

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

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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

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

23. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

24. CHANGE IN TERMS.

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Manager.

C. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Manager.

25. DISPUTES.

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

26. EQUIPMENT PURCHASE

A. Prior authorization in writing, by the COUNTY's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment.

Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."

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

27. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

28. OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. The CONTRACTOR shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. The CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONTRACTOR under this agreement; further, the CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONTRACTOR.

D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

E. The CONTRACTOR is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the COUNTY of the machine readable information and data provided by the CONTRACTOR under this agreement; further, the CONTRACTOR is not liable for claims, liabilities or losses arising out of, or connected with, any use by the COUNTY of the project

documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the CONTRACTOR.

F. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

G. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

29. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from the CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONTRACTOR's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONTRACTOR's personnel services under this agreement.

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

D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

30. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this contract, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

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

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

31. EVALUATION OF CONSULTANT

The CONTRACTOR's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

32. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

33. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

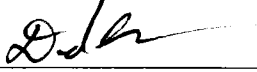
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection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

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

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. 0624

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. TABER CONSULTANTS

By: 
SIGNED

David Kitzmann
PRINTED

Address: 3911 West Capitol Avenue

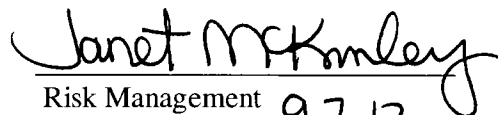
West Sacramento, CA 95691-2116

Telephone: (916) 371-1690

Fax: (916) 371-7265

Email: mmcilroy@taberconsultants.com

2. APPROVED AS TO INSURANCE:


Risk Management 9-7-12

DISTRIBUTION:

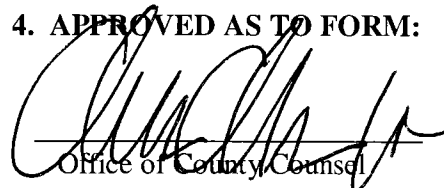
Public Works
Auditor-Controller
Risk Management
Contractor

3. COUNTY OF SANTA CRUZ

By: _____
SIGNED

John J. Presleigh
PRINTED

4. APPROVED AS TO FORM:


Office of County Counsel

ICA Design Professionals – FEDERAL.doc/eitherway-taberICA.doc

Certification of Contractor, Commissions and Fees

Certification of Contractor

I HEREBY CERTIFY that I am the engineer, and duly authorized representative of the firm of Taber Consultants, whose address is 3911 West Capitol Ave, West Sacramento CA 95691, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

Aug. 31, 2012
(Date)

Franklin Taber
(Signature)

Certification of Local Agency

I HEREBY CERTIFY that I am the Director of the **Santa Cruz County Department of Public Works**, and that the consulting firm of Taber Consultants., or its representative has not been required except as herein expressly stated), directly or indirectly, as an express or Implied condition in connection with obtaining or carrying out this Agreement to:

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

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

9/11/2012
(Date)

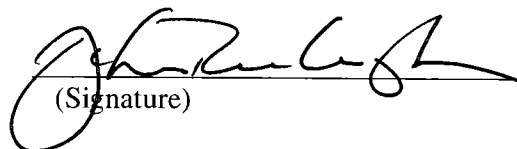

(Signature)

Exhibit 10-V Non-Discrimination Clause**NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation

1. Subcontractors

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

2. Disadvantaged Business Enterprise (DBE) Participation

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

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

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the

LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

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

Scope of Work

Preliminary Foundation Report (Optional Service)

In accordance to the Caltrans Bridge Foundation Report Preparation for Bridges, dated December 2009, a preliminary foundation report is generally produced for planning and type selection purposes. We have included these services here as an optional service and Taber commonly combines this work with the site mark out for Underground Service Alert required for the later foundation investigation.

Following notice to proceed a site review will be performed to prepare a Preliminary Foundation Report for structure type selection. This report will be based on such subsurface data that is readily available for this and nearby sites, published geologic mapping, preliminary project data and site review/reconnaissance – including geologic observations and refraction seismic profiling. Field work is expected to require about 1 day on site for the engineering geologist and a field assistant. Refraction seismic profiling will provide information on depth to rock and/or general subsurface properties and helps determine required boring depths for the later foundation investigation.

The preliminary report will summarize anticipated earth materials and conditions based on reference data/site exposures/seismic profiles, provide seismic input parameters consistent with current Caltrans practice, discuss approach and bank conditions – slope stability, cut/fill slopes, excavation conditions, likely groundwater depths, scour potential, geohazards – and discuss conditions and constraints on likely foundation types and construction. We would also expect to consult with the designer regarding specific geotechnical issues that may affect project planning and preliminary design.

Deliverables:

- Preliminary Foundation Report

Bridge Foundation Report (Geotechnical Report)

A foundation report will be produced for the subject site. This report will be based on available information, including in-house data for a nearby project located in the same mapped geologic units, and the subsurface investigation.

To adequately define earth materials and foundation conditions at the project site is expected to include the following level of investigation.

- 2 sampled and logged test borings to a maximum of 50 ft deep or 10 ft into rock.
- 2 sampled and logged test borings in roadway approaches to a maximum 10 ft depth for obtaining bulk samples for R-value testing for roadway approach evaluation (if desired).

The borings will be supplemented by hand-probes made in the channel to help evaluate depth of channel debris/scour and continuity of near-surface soil units.

The roadway and shoulders in the vicinity of the bridge are narrow with overhead electrical lines and potentially conflicting buried utilities. This limits potential drilling locations and will necessitate lane closures at a minimum and likely will require bridge closures. Bridge closures will need to be coordinated with County personnel. For this proposal full bridge closures have been assumed to allow borings near proposed abutment locations. Bridge closure is assumed to require signs and barricades, but not to require flaggers.

Underground Service Alert (USA) will be notified for location of underground utilities prior to exploration. We will coordinate with the Santa Cruz County Environmental Health Department prior to drilling.

We expect to recover soil samples from the sampled borings at 5±ft (typical) intervals using Standard Penetration equipment. Encountered materials will be field classified and borings logged (including groundwater conditions) by an engineer / geologist. Laboratory testing to supplement field evaluation of earth material parameters is expected to include moisture-density, unconfined compressive strength, gradations, and plasticity index determinations as well as corrosivity screening (pH/minimum Resistivity/sulfate/chloride content) on selected samples. One R-value test will be performed for evaluation of subgrade materials for pavement section recommendations for approach roadways (if desired). In the event that bedrock is encountered during the field investigation, the rock will be sampled by diamond bit coring and recovered rock will be logged as to rock type and condition. Recovered rock cores will be retained for reference and may be tested for compressive strength.

The report of foundation investigation will summarize the results of study, make specific recommendations for type, elevation and allowable loading of bridge foundation elements and discuss groundwater and other subsurface conditions encountered as they may affect foundation design, construction and service. Site seismicity characteristics, based upon foundation data obtained from these studies, will be presented in accordance with Caltrans practice using the ARS Online tool. ARS curves will be provided for the main structure per normal Caltrans practice. An ARS curve for temporary structures can be provided if needed. The report will address lateral soil pressures for use in structure design, discuss considerations of alternate foundation types and assess bank stability at the bridge site. Pavement section recommendations will also be included with the Foundation Report for the approach roadways (if desired). Review of design with respect to geotechnical considerations and consultation regarding questions of earth materials conditions which may arise during design are part of our services.

Deliverables:

- Bridge Foundation Report
- Log of Test Borings

Additional Services

It is understood that the selected consultant shall be available for consultation during construction. Our personnel will be available for consultation, review of footing

County of Santa Cruz Department of Public Works
Attention: Tim Bailey
July 16, 2012
Page 4

2012-0077

excavations, pile driving observations, or any other geotechnical service needed by the County during construction on a time and materials basis. A fee estimate for these services can be provided upon request after bridge design is completed.

Fee Estimate

The attached fee estimate has been developed with the following assumptions:

- Fee estimate assumes each site will be explored separately; costs savings can be made if both sites are explored concurrently.
- All County permits are assumed to be no fee.
- Rights of Entry (if required) to be provided by the County or others.
- Full Bridge Closure will be allowed.

Responsible Personnel

The following individuals will be primarily involved in this project. A resume for each individual is included below with their roles indicated as well as the expected availability over the next year.

Frank P. Taber, CE, GE – Principal-In-Charge, Supervisory Geotechnical Engineer and Quality Control Manager – 30% availability

David A. Kitzmann, PG, CEG, EIT – Project Manager and Senior Engineering Geologist – 50% availability

Ronald E. Loutzenhiser, CE, GE – Senior Geotechnical Engineer– 50% availability

Kaili Kajiwarra, CE – Project Engineer– 80% availability

Glen Wade, PG – Project Geologist – 80% availability

Other employees may be used for drafting, laboratory testing, and other tasks as needed under supervision by the above referenced individuals. An organization chart detailing the above personnel roles and support personnel has been attached below. Brief resumes/summaries of experience are provided for each of the listed individuals have been provided.

SCHEDULE OF FEES

January 1, 2012

PERSONNEL

Administrative Assistant.....	\$75.00/hr
Staff Technician	95.00/hr
Senior Technician.....	100.00/hr
CAD Technician (software / equipment included)	110.00/hr
Staff Professional	115.00/hr
Senior Staff Professional	125.00/hr
Project Professional.....	140.00/hr
Senior Professional.....	160.00/hr
Supervisory Professional.....	195.00/hr
Principal	210.00/hr
Principal – Special Consultation (4-hour minimum).....	265.00/hr

EQUIPMENT

Vehicle Use (pickup or automobile).....	0.55/mi or 10.00/hr
Nuclear Compaction Test Equipment.....	100.00/dy
Time Domain Reflectometer.....	100.00/dy
Inclinometer Survey Equipment.....	300.00/dy
Seismic Timer Survey Equipment.....	500.00/dy
Inductive Probe	900.00/dy
Drill Rig, Crew and Field Test Equipment.....	Rates Available Per Specific Project Quote
(Rotary, Auger, Diamond Coring, Air Drilling and CPT are available in-house as study needs dictate)	
Auxiliary and Special Field Testing Equipment.....	Rates Available Per Specific Project Quote
(Tracked Rigs, Drill Barge, Packers, Flow Meter, Piston Sampler, Vane Shear, Dilatometer, etc.)	

SOILS LABORATORY

Laboratory Testing – Equipment, Operator and Administration.....	110.00/hr
(Includes special testing, e.g., triaxial compression, permeability, etc)	
<i>UNIT PRICES FOR SELECTED TESTS – For Other Soils Test Rates See Special Schedule</i>	
Remolded Direct Shear Test (includes three saturated points).....	240.00/ea
Unconfined Compression Test (tube samples)	85.00/ea
Unit Dry Weight-Moisture Content (tube or ring samples)	35.00/ea
Maximum Dry Density (ASTM D1557)	220.00/ea
Maximum Dry Density (CTM 216).....	230.00/ea
Grain Size Analysis (CTM 202; wet sieve – coarse or fine series)	110.00/ea
Hydrometer Grain Size Analysis (ASTM D422).....	185.00/ea
Sand Equivalent (CTM 217).....	110.00/ea
Plasticity Index (ASTM D4318)	130.00/ea
Resistance Value (CTM 301; lime treat add \$35.00; batching add \$20.00)	240.00/ea
Expansion Index (Remolded - UBC 29-2)	185.00/ea

MISCELLANEOUS

Prevailing Wage Premium on Technical or Exploration Drilling Services: 125% of Regular Rates
 Technician Service Minimum: 4-Hours Per Day; Requested Technical Overtime: 125% of Regular Rates
 Per Diem Allowance-Field Living Expense: Federal Government Guidelines (by County)
 Contract Exploration Drilling Services: Rates Available Per Specific Project Quote
 Outside Services / Rentals / Permits / Job Materials: Cost + 15%; CAD Reproduction Charges: \$3.00/sq.ft.
 Other Rates, Unit Prices and Service Minimums: Available Upon Request
 Expert Testimony and Courtroom, Deposition or Hearing Attendance/Preparation: See Special Schedule

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

LOCAL AGENCY: County of Santa Cruz LOCATION: Either way Bridge

PROJECT DESCRIPTION: Geotechnical Investigation for Bridge Replacement

PROPOSAL DATE: 7/16/2012

PROPOSER'S NAME: Taber Consultants

CONTRACT UDBE GOAL (%): 0

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

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

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment 0 %

[Signature]
Signature of Proposer

7-16-2012 (916)371-1690
Date (Area Code) Tel. No.

David Kitzmann
Person to Contact (Please Type or Print)

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

Distribution: (1) Original - Local agency files

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

LOCAL AGENCY: Santa Cruz County LOCATION: Santa Cruz County

PROJECT DESCRIPTION: Either Way Bridge Replacement

TOTAL CONTRACT AMOUNT (\$): 25,200.00 0636

PROPOSER'S NAME: Taber Consultants

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contract Award: _____

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

Print Name _____ Signature _____ Date _____
Local Agency Representative

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Total Claimed DBE Participation \$ 0
0 %

Signature of Proposer David Kitzmann
Date 8/31/2012 (Area Code) Tel. No. (916) 371-1690

Person to Contact David Kitzmann (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution.
Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.
(2) Original - Local agency files