



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 454-2160 FAX (831) **454-2385** TDD (831) 454-2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: APRIL 4, 2000

March 28, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: PAVEMENT MANAGEMENT PROGRAM REPORT

Members of the Board:

On August 3, 1999, your Board approved a contract with Nichols Consulting Engineers to perform an update of the Pavement Management Program. The scope of work included taking field surveys of pavement condition, **defining** maintenance and rehabilitation strategies, determining total maintenance and rehabilitation requirements, prioritizing road sections for repair, and developing budget calculations. Program alternatives were based on previous historical funding levels available for road maintenance.

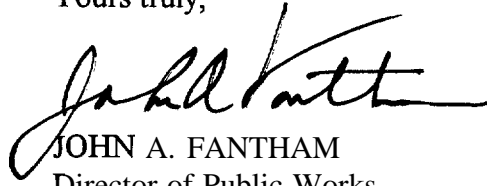
On January 25, 2000, your Board approved Supervisor Almquist's recommendation directing the County Administrative Office and Public Works to develop a funding plan for meeting the objectives and recommendations of the Pavement Management Program report using currently available funds and future anticipated funding. This new proposed funding level is substantially greater than past years.

As a result, it was necessary to direct Nichols Consulting Engineers to develop additional program options based on the proposed new funding. This additional work was not anticipated or included in the original contract. Nichols Consulting Engineers is requesting an additional \$5,000 to cover its expenses in developing new budget alternatives. In addition, preparation of an annual pavement treatment program is complex and will require a commitment of substantial staff time not currently available in the department. Nichols Consulting Engineers is able to prepare a detailed seven-year maintenance plan for a not-to-exceed amount of \$19,000. Attached is a proposed contract amendment in the amount of \$24,000 to cover these requested changes. Sufficient funds are available in the Public Works road budget to cover this cost.

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

1. Approve amendment to agreement in the amount of \$24,000 with Nichols Consulting Engineers.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

BHT: bbs

Attachments

RECOMMENDED FOR APPROVAL:



Susan A. Maunello
County Administrative Officer

copy to: Public Works Department
Nichols Consulting Engineers

PMB

AMENDMENT TO AGREEMENT

0263

The parties hereto agree to amend Contract Number 91897 dated August 3, 1999, by and between the COUNTY OF SANTA CRUZ and NICHOLS CONSULTING ENGINEERS for updating the County Pavement Management Program by adding the additional tasks outlined in Attachment "A" and increasing the contract amount by \$24,000 to a total new contract amount of \$76,300.

All other provisions of said contract shall remain the same.

DATED: _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

DIRECTOR OF PUBLIC WORKS

CONTRACTOR:
NICHOLS CONSULTING ENGINEERS

BY: Mary Enckel
Division Manager

ADDRESS: 104 Walnut Ave #201
Santa Cruz, CA 95060

TELEPHONE: (831) 469-4823

FAX: 831.469.4589
E-MAIL: mary@nce.reno.nv.us

Approved as to form:

Kim Elizabeth Berkett for: 3.28.00
-Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

BHT:bbs
PMB

AMNDAGRE.DOC

REV. 12/99 *Make Yourself Count! Census 2000 - El Censo 2000 ¡Hagase Contar!*

AMENDMENT TO AGREEMENT

0264

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All other provisions of said contract shall remain the same.

DATED: _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR:
NICHOLS CONSULTING ENGINEERS

BY: _____

DIRECTOR OF PUBLIC WORKS

ADDRESS: 104 Walnut Ave #201
Santa Cruz, CA 95060

TELEPHONE: (83 1) 469-4823

FAX: _____

E-MAIL: _____

Approved as to form:

Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

BHT:bbs
PMB.

AMNDAGRE.DOC

REV. 12/99 *Make Yourself Count! Census 2000 - El Censo 2000 ¡Hagase Contar!*

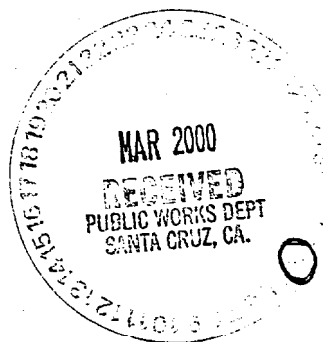


3913M
Nichols • Vallerger & Associates
Pavement & Materials Engineering

A Division of Nichols Consulting Engineers, Chd.

0 2 6 5

FILE COPY



March 3, 2000
56.04.20

Mr. John Swenson
Civil Engineer
County of Santa Cruz
Department of Public Works
70 1 Ocean Street, Room 410
Santa Cruz, CA 95060

**Re: Scope of Work, Cost Estimate & Schedule for the County of Santa Cruz
Development of a Seven Year Roadway Rehabilitation Program**

NO.	ROUTE DATA	COPY	ATT.
1	DIRECTOR	✓	
2	ASST. DIR. OPR	✓	
3	CSA/CLAIMS		
	OPR. PROJ/PKGS	✓	✓
	PERMITS/ENCR		
	RDS/DRAIN/ECF		
	SANIT/LANDF		
	ASST. DIR. PS.		
	CONSTRUCTION		
	DRAINAGE		
	SANIT. ENG		
	SOLID WASTE		
	ASST. DIR. RE.		
	DESIGN		
	E.D.A.		
	RD. PLAN/TRAF		
	SURVEY		
	CHIEF ADM. S.		
	REAL. ESTATE		

Dear Mr. Swenson:

Thank you for asking Nichols • Vallerger & Associates (NV&A) to submit a proposal for the above subject project. Please find attached a scope of work, cost estimate and schedule for NV&A to develop a seven year roadway rehabilitation program for the County of Santa Cruz.

Should additional work need to be performed, NV&A's fee schedule and general conditions shall apply (see attached).

Please do not hesitate to contact me should you have any questions on the above. NV&A is available at this time to perform all work in this letter.

Sincerely,

NICHOLS. VALLERGER & ASSOCIATES

Mary R. Erchul

Mary R. Erchul
Division Manager

Attachments (4)

104 Walnut 469.4189 Avenue, fax Ste 201
Santa Cruz, CA 95060

831. 469. 4823

Attachment "A"

40

Scope of Services

Task A. Develop Seven Year Roadway Capital Improvement Program

Nichols • Vallerga & Associates (NV&A) shall develop a seven-year roadway capital improvement program for rehabilitation of County streets. NV&A will develop this program based on the funding amount of \$5 million/year using the Metropolitan Transportation Commission (MTC) Pavement Management Program (PMP).. This task will provide a listing of all streets to be rehabilitated for the next seven years in the County of Santa Cruz.

The steps to achieve this goal will be as follows. First, NV&A staff will meet with County staff to develop guidelines for developing a draft street listing. Once this kickoff meeting has been accomplished NV&A will develop a draft list of County streets to be rehabilitated each year. Once this draft is completed, NV&A will meet with the County of Santa Cruz staff for a working session to review all streets and make any modifications needed due to utility project conflicts, etc. Once this working session is complete, NV&A will make all modification needed and submit a final listing of all streets to be rehabilitated each year for the next seven years.

In addition to the above listing of streets, NV&A will develop a map of the seven year program.

The County shall provide the following item to NV&A:

- A contact person to address any questions that may arise during the development of the seven year program.
- A listing of any CIP projects which may conflict with pavement rehabilitation in the next seven years with a location and limits identified.
- A hard copy base map of Santa Cruz County.

The deliverables for this task shall include:

- One hard copy and one electronic copy of a draft listing of all County streets to be rehabilitated for the next seven years.
- One hard copy and one electronic copy of a final listing of all County streets to be rehabilitated for the next seven years.
- One hard copy map showing all the streets to be rehabilitated for the next seven years using different colors for each year.

Project Cost Schedule

Cost

The following is a breakdown of labor hours and costs by task:

Task Description	Proj Mgr \$125/hr	Proj Eng \$80/hr	Clerical \$50/hr	Labor Expenses	Direct Expenses	Total cost
Task A. Seven Year CIP	40	80	32	\$ 13,000	\$1,000	\$14,000
Totals	40	80	32	\$13,000	\$1,000	\$14,000

Schedule

Task Name	Duration	Start Date	Finish Date
Task A. Seven Year CIP	3 weeks	3110100	3/31/00
Kick-off Meeting	1 day	3/10/00	3/10/00
Prepare Draft CIP	2 weeks	3/13/00	3124100
Working Session	1 day	3/27/00	3/27/00
Prepare Final CIP	4 days	3/28/00	3/31/00

FEE SCHEDULE

Effective April 1, 1999 – March 28, 2000

A. Time Plus Expenses Basis	Hourly Rate
QC/QA Manager	\$ 130.00
Project Manager	\$ 125.00
Senior Engineer	\$ 105.00
Project Engineer	\$ 80.00
Senior Designer	\$ 75.00
Inspector	\$ 60.00
CADD Operator	\$ 60.00
Senior Technician	\$ 55.00
Technician	\$ 50.00
Clerical	\$ 50.00
Expert Witness	\$ 300.00 (4 hour minimum)
Falling Weight Deflectometer with Operator (1/2 day minimum)	\$ 1,800/day
Coring Rig	\$ 900/day
NCE vehicles	\$ 60/day

A premium will be charged if the client's requirements make overtime work necessary

B. Reimbursable Expenses

Cost plus 10% will be charged on all reimbursable expenses. The following are examples of such expenses but are not limited to those shown:

- a. Actual travel and subsistence expenses including rental vehicles incurred by employees and principals when away from the home office on business connected with the client's work.
- b. Actual communication expenses, such as long distance telephone, telegraph, cable, courier, express and postage directly applicable to the client's work.
- c. Invoice costs for outside services directly applicable to the client's work, such as computer programming, special consultants, soils testing and laboratory services.
- d. Actual special drafting and stenographic supply costs directly applicable to the client's work, as distinguished from supplies and expenses applicable to administrative activities.
- e. Actual reproduction costs directly applicable to the client's work, such as blueprinting, photographs, multi-copy printing and binding.
- f. Miscellaneous direct costs applicable to the client's work.

A new schedule of charges is issued effective April 1 of each year or when otherwise dictated by inflationary pressures. Unless other arrangements have been made, charges for all work, including continuing projects initiated in the prior year, will be based on the latest schedule of charges.

C. Negotiated Fee Basis

Where preferable to a Time Plus Expenses agreement, fees may be negotiated on an alternate basis such as lump sum, or cost plus fixed fee.

General Conditions

Invoices	Nichols • Vallerga & Associates (NV&A) will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of the services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and a half percent interest per month on all unpaid and past due accounts.
Samples	All samples (cores and soil) will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored or an agreed charge.
Right-of-Entry	Client will furnish right-of-entry for NV&A to make borings, surveys and/or explorations. NV&A will operate with reasonable care to minimize damage to property. However, some damage frequently is unavoidable and the cost of repairing such damage is not included in the fees unless otherwise stated.
Utilities	Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. NV&A will request responsible utilities to locate off-site utility lines when necessary. Client agrees to hold NV&A harmless for damage to utilities or subterranean structures which are not correctly located by Client.
Worker's Compensation Insurance	NV&A is protected by Workers' Compensation Insurance as required by applicable state law.
General Liability Insurance and Limitation	NV&A is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which NV&A considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, NV&A agrees to indemnify and save Client harmless from any loss, damage or liability arising directly from any negligent act or omission by NV&A. NV&A shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which NV&A has no supervision or control.
Standard of Care and Warranty	Services performed by NV&A under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other Warranty, expressed or implied, is made. NV&A's interpretations and recommendations will be based on the results of test borings, surveys or nondestructive testing. The Client recognized that subsurface conditions elsewhere in the work area may differ from those at the exploration locations, and that conditions may change over time. NV&A will not be responsible for the interpretation or use by others of data developed by NV&A.
Job Sites	Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. Client further agrees to defend, indemnify and hold NV&A harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising directly from the negligence of NV&A.
Termination	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, NV&A shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

Notices	Communications from the Client shall be to NV&A designated project manager. Verbal communications shall be confirmed in writing.
Entire Agreement	These General Conditions shall be used in combination with a Service Agreement, a proposal or a contract. These combined documents shall be the entire agreement and shall supersede any other agreement between Client and NV&A relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, these General Conditions shall control.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0271

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

PUBLIC WORKS

(Signature)

3-28-00

(Dept.)

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
NICHOLS CONSULTING ENGINEERS
and 104 Walnut Ave., Ste. 201, Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide for updating Pavement Management Program

3. The agreement is needed, because the work can be handled most expeditiously by contract.

4. Period of the agreement is from Board Approval to June 30, 2000

5. Anticipated cost is \$ 24,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$76,300.00; 7% Overhead \$5,341.00; Total \$81,641.00

7. Appropriations are budgeted in 622135 ! 22706 ! 3665 ! \$25,179.00 (Index#) 3590 (Subobject)
622140 ! 22806 ! 3665 ! \$18,312.00

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 91897 Date 3/28/00
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald L. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Director of Public Works to execute the same on behalf of the Department of
Public Works (Agency).

Remarks:

(Analyst)

By

Date

3/28/00

Agreement approved as to form. Date

BHT:bbs

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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 approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

19 _____

By _____ Deputy Clerk