

Attachment 1b. Professional Services Contract for Fernald Point Bridge Replacement

- **Professional Services Contract**
 - Exhibit A
 - Exhibit B
 - Exhibit C
- **Attachment A (MSA Agreement)**
 - Exhibit A
 - Exhibit B
- **Attachment B**
 - Attachment A
 - Exhibit B

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Drake Haglan & Associates, with an address at 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, CONTRACTOR has previously provided and is currently providing COUNTY consulting engineering services in connection with Fernald Point Lane Bridge 51C-137, Project No. 862330 pursuant to Purchase Agreement CN11516, with a contract period of September 26, 2010 to September 30, 2013; Purchase Agreement CN15318, with a contract period of October 1, 2013 to September 30, 2016, and "Public Works MSA Funding Memorandum," dated February 2, 2012 and attached hereto as Attachment A; and

WHEREAS, under the MSA Funding Memorandum, the CONTRACTOR is to be paid a base contract amount not to exceed \$99,996.00 for consulting engineering services provided in connection with Fernald Point Lane Bridge 51C-137, Project No. 862330; and

WHEREAS, the COUNTY anticipates that CONTRACTOR will provide, at the request of the COUNTY, a greater number of services than originally contemplated by the MSA Funding Memorandum, and in excess of \$100,000; and

WHEREAS, the COUNTY and CONTRACTOR desire to increase the base contract amount for CONSULTANT's consulting engineering services provided in connection with Fernald Point Lane Bridge 51C-137, Project No. 862330 in the amount of \$49,762.64 in addition to the \$96,996.00 provided in the MSA Funding Memorandum for a total base contract amount of \$149,758.64; and

WHEREAS, the COUNTY and CONTRACTOR intend this Agreement to cancel, nullify, and supersede Purchase Agreement CN11516, Purchase Agreement CN15318, and the MSA Funding Memorandum as they relate to CONTRACTOR's consulting engineering services provided in connection with Fernald Point Lane Bridge 51C-137, Project No. 862330, except as specifically incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Ron Bensel (805) 568-3311 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kevin Ross at phone number (916) 363-4210 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Ron Bensel, County of Santa Barbara, 123 E. Anapamu St., Santa Barbara, CA 93101, (805) 568-3311

To CONTRACTOR: Kevin Ross, Drake Haglan & Associates Inc., 11060 White Rock Road Suite 200, Rancho Cordova, CA, 95670, (916) 363-4210

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on February 2, 2012 and end performance upon completion, but no later than December 31, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified in EXHIBIT B. Unless otherwise specified in EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any

errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is

necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court

of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. PREVIOUS AGREEMENTS

Except as specifically incorporated herein, upon execution, this Agreement supersedes all prior agreements between COUNTY and CONTRACTOR for CONTRACTOR's consulting engineering services provided in connection with Fernald Point Lane Bridge 51C-137, Project No. 862330.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Drake Haglan & Associates

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works

CONTRACTOR:

Drake Haglan & Associates

By: _____
Department Head

By: Kevin Ross
Authorized Representative

Name: Kevin Ross

Title: Principal Engineer

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTACTOR shall provide Consulting Engineering Services as set forth in the "Public Works MSA Funding Memorandum" dated February 2, 2012, and its associated Scope of Work, attached hereto and incorporated herein by reference as Attachment A, and the Drake Haglan & Associates proposal "862330 - Fernald Point Lane Br. No. 51C-0137 Bridge Replacement Fee Amendment No. 1 Request" dated April 25, 2014, attached hereto and incorporated herein by reference as Attachment B.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part through December 31, 2016. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (With attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a base contract amount, including cost reimbursements, not to exceed \$149,758.64. The Director of Public Works or designee is authorized to approve changes or additions in the services being performed under this Agreement in an amount not to exceed \$14,975.00. COUNTY will provide CONTRACTOR no compensation for any work outside the contract's scope of services, or in any amount that increases the base contract amount, unless approved in advance and in writing by the COUNTY.

- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as set forth in Attachment A (Public Works MSA Funding Memorandum) and Attachment B (862330 – Fernald Point Lane Br. No. 51C-0137 Bridge Replacement Fee Amendment No. 1 Request). Invoices submitted for payment must contain sufficient detail to enable an audit of the charges, and must provide supporting documentation where required in EXHIBIT A.

- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment A and Attachment B shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’s insurance with the addition of both CG 20 10 and CG 20 37, or equivalent.
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the contract. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of

required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Attachment A (MSA Agreement)

- Exhibit A
- Exhibit B



**PUBLIC WORKS
MSA FUNDING MEMORANDUM**

Requested By: Ron Bensel Division: A S T W Date: February 2, 2012

Project: Fernald Point Lane No. 51C-137 (Repl), Project No. : 862330

Step One

Services Needed?: Roadway & Structure Engineering Timing of need ? : February, 2012

Description of work: (see attached)

Are you requesting Surveying Services (SGC.10)? Yes **No** (circle one)

If yes obtain clearance from County Surveyor before proceeding. Date _____

County Surveyor: _____ Use CS or Use MSA Firm (circle one)
Michael Emmons

Fund	Dept..	Account	Program	Org. Unit	Project	Activity	Amount
0017	054	7460	2820	0600	862330	1004	\$99,996.00

Preliminary Approvals:

Date		Time Spent
<u>2/2/12</u>	Supervisor : <u><i>Chad V. [Signature]</i></u>	_____
<u>2/2/12</u>	Accounting : <u><i>[Signature]</i></u>	_____
<u>2/2/12</u>	MSA Coordinator : <u><i>[Signature]</i></u>	_____

MSA Contract No 11516 SGC- 1.4 (01-13)

Consultant : Drake Haglan & Associates Contact : Kevin Ross

Telephone : (916) 363-4210 (Ext. 222) Fax. : (916) 363-4230

Step Two

Contract Summary

MSAs Contract Limit \$ _____

Addenda dollars to date _____ (fillin)

This Request \$ _____ (fillin)

Balance Available _____ (fillin)

Attachments: This Addendum Exhibit A : Scope _____

EXHIBIT A SCOPE OF WORK

SCOPE OF WORK

DHA has developed the following responsibility matrix to ensure that there is a clear understanding between the County and DHA on who has what responsibility. DHA has done this on numerous projects, and it has been very helpful in eliminating duplication of work and having items fall through the cracks due to lack of communication regarding who is responsible for each task.

CONSULTANT AND COUNTY RESPONSIBILITIES		
Work item	COUNTY RESPONSIBILITIES	CONSULTANT RESPONSIBILITIES
Project Management	✓ Process Invoices	✓ Project Delivery & Schedule Management
Project Programming	✓ Caltrans Coordination w/ programming	✓ Ensure project is in and consistent with scope/schedule defined in the FTIP
Environmental	✓ All technical reports – CEQA & NEPA ✓ Complete ISA if required ✓ APE Map and Project Description	✓ Review Project Description and APE map for conformance with proposed work ✓ Ensure design is consistent with environmental docs
Permitting	✓ Prepare and submit permit apps and for pay all fees associated with environmental permits	✓ Ensure Permit requirements are included in contract documents.
CT Local Programs Paperwork	✓ Prepare all forms	✓ Ensure project complies with HBP and Local Programs requirements
Public Outreach	✓ Maintain stakeholder database ✓ Mail & publish meeting notices ✓ Provide refreshments (if needed)	✓ Preparation of figures.
Surveys	✓ Perform field surveys ✓ Create Civil 3D surface	✓ Provide survey limits drawing if additional survey is required.
Geotechnical	✓ Provide Geotechnical recommendations & report	✓ Provide design loading to Geotechnical Engineer.
Hydraulics	✓ Prepare Hydraulic Study and provide pertinent information to DHA ✓ Prepare Location Hydraulic Study	✓ Provide proposed bridge layout for use in developing hydraulic reports.
Right of Way	✓ Obtain any necessary title reports ✓ Acquisition not anticipated	✓ Identify ROW requirements
PS&E	✓ County to merge specifications	✓ PS&E Preparation including Temporary Water Pollution Plans (if necessary) and Erosion Control Plans (if necessary) ✓ Prepare technical specifications following 2010 format ✓ Prepare Construction Working Day Schedule
Bidding & Construction	✓ Provide Inspection Services & CM	✓ Provide bidding support as required

PROJECT ASSUMPTIONS

1. Phase 1 is assumed to be completed within 9 months from notice to proceed.
2. Phase 2 is assumed to be completed within 6 months from environmental approval.
3. Two structure types will be investigated. Precast/Prestressed voided slab and cast-in-place post-tensioned slab.
4. Project will investigate using geosynthetic reinforced soil for supporting abutment walls.
5. Stage Construction will be required. One lane of traffic will be maintained during construction.
6. County will be responsible for Public Outreach. DHA will provide up to three exhibits for public meeting.
7. County will be responsible for all utility coordination and any utility relocation if required.
8. County shall perform survey and provide DHA with points list (including descriptions), and existing surface based on survey points in Civil 3D format.
9. Potholing existing utilities are not included.
10. Slope staking, construction staking notes and construction cross sections not included.

EXHIBIT A SCOPE OF WORK

11. DHA will attend up to 2 meetings. Meetings include the following: Project kick-off meeting (County Office) and one project meeting (County Office).
12. County to be responsible for preparing Storm Water Pollution Prevention Plan/Water Quality Control Plan if required by Regional Water Quality Control Board. DHA will provide plans for inclusion in SWPPP/WPCP as requested by the County. DHA assumes no more than two sheets will be required.
13. DHA will prepare up to two (2) design exceptions if required for County's use.

PHASE 1 PRELIMINARY ENGINEERING

TASK 1: PROJECT MANAGEMENT/COORDINATION

TASK 1.1 - PROJECT INITIATION

Task 1.1.1 - Kick-Off Meeting

DHA will coordinate a kick-off meeting with the County, the consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management.

Task 1.1.2 - Preliminary Research

DHA will obtain pertinent existing information from local, state, and federal agencies related to this project. The County will deliver any additional project information available to DHA at the kick-off meeting.

Task 1.1.3 - Field investigation

DHA will coordinate an initial field review with the County's Project Manager, and other project stakeholders to review the proposed project and to highlight and record significant project features. This will be combined with the kick-off meeting.

TASK 1.2 - PROJECT MANAGEMENT

Task 1.2 1 - Project Management

This task consists of the many project management and coordination tasks required to manage to project:

- ✓ Schedule— DHA will develop a baseline project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County as appropriate.
- ✓ Progress Reports and Invoices—Provide progress reports monthly to coincide with invoices to report progress, status, upcoming tasks and potential issues.
- ✓ Administrative Tasks—Perform administrative functions, including filing, word-processing, meeting coordination, and mailings.
- ✓ Communication—Regular communications will be facilitated through the Project Manager. The Project Manager will be the "single point of contact" for correspondence and other communications.

In addition to the above tasks, DHA will set up a project ftp site to facilitate information exchange, such as the survey information, etc. Updated project information will be posted as needed to allow the County access to up-to-date information.

Task 1.2 2 - PDT Coordination & Meetings

DHA Project Manager and appropriate staff will meet with the County's Project Manager and others as necessary to manage and deliver this project. For purposes of this scope, PDT meetings will be held via phone as requested by the County. Additionally, this scope assumes an additional 1 meeting to be held at the County office.

TASK 2: PRELIMINARY ENGINEERING

This phase of work is for the environmental documentation and approval process, including the engineering and technical studies necessary to complete the studies. The order that the tasks are shown is not necessarily the order of work, since many of these tasks are interrelated.

TASK 2.1 - SURVEYS AND BASE MAPPING (BY COUNTY)

DHA assumes that the County will be responsible for the surveying and mapping for this project.

Task 2.1.1 - Research

DHA assumes the County will be responsible for obtaining the necessary Title Reports, current Vesting Deed and supporting reference documents. Research pertinent record maps, original government survey returns, adjacent

EXHIBIT A SCOPE OF WORK

property deeds or right-of-way dedications as necessary. Perform computations to relate location of easements and right of way based upon the data encumbering the Project.

TASK 2.1.3 – Topographic Survey

DHA assumes that County will provide the survey. DHA will provide the County with a survey request if additional survey information is required to complete the design.

Task 2.1.3 – Utility Mapping

The county will perform utility research and mapping. DHA assumes the County will be responsible for obtaining the pertinent utility information via "A" Letters.

TASK 2.2– PREPARE 30% PLANS

This task includes the engineering studies needed to define the actual limits of the project so the environmental studies can begin. A proposed bridge and roadway alignment will be prepared using the basemap. The bridge profile and span arrangements will be determined in conjunction with the hydraulic studies to provide the best fit for the project site. Stage construction is anticipated. A set of geometric alignment drawings (GAD's) showing the horizontal alignment, vertical profile and typical cross sections will be prepared and submitted to the County for approval. A Bridge Type Selection memo will be prepared to discuss critical issues that impact the structure type determination. As part of the preliminary design, DHA will investigate the possibility of using geosynthetic reinforced soil for supporting the proposed abutments. The Bridge General Plan will be prepared and circulated in 11x17 format to the County, Caltrans and other agencies and stakeholders as necessary. A Bridge General Plan Estimate will be prepared and combined with a preliminary roadway estimate to produce a preliminary "Engineers estimate of probable costs". Included in this task is preparing up to two design exceptions following procedures outlined in the Caltrans Local Assistance Procedures Manual.

Deliverables:

- One (1) electronic copy of Geometric Approval Drawings in 11" x 17" format will be sent to the County.
- One (1) electronic copy of 30% plans in pdf format will be sent to the County.
- One (1) copy of Type Selection memo in PDF format will be sent to the County.
- Prepare up to Two (2) design exceptions following Caltrans Local Assistance Procedures Manual.

TASK 2.3 – ENVIRONMENTAL CLEARANCE& PERMITTING (By County)

DHA will assist the County in the Environmental Phase of the project on an as-needed basis including input to an APE Map and Project Description prepared by the County for use in the environmental document preparation, if required.

TASK 2.4 – GEOTECHNICAL DESIGN & MATERIALS REPORT (By County)

DHA will provide load information to the County in conformance with Caltrans Memo To Designers for transmittal to the Geotechnical Engineer.

TASK 3: RIGHT OF WAY CERTIFICATION ACTIVITIES

TASK 3.1 – Right of Way Support

DHA assumes the County will be responsible for all right of way activities. DHA will provide the County with limits of permanent right of way take (if necessary) and limits of temporary construction easements (if necessary).

PHASE 2 FINAL DESIGN

TASK 4: PS&E ACTIVITIES

TASK 4.1 - PROJECT MANAGEMENT AND COORDINATION

This is a continuation of the Project Management Tasks defined in Phase 1.

TASK 4.2 – PREPARE 65% SUBMITTAL

The roadway civil design will proceed based on the approved Geometric Approval Drawings. The roadway Typical Section Sheet will include the roadway structural section as designed, based on a County supplied Traffic Index

EXHIBIT A SCOPE OF WORK

(TI) and the recommendations of the Geotechnical Report indicating the R-value. Plan, Profile and Superelevation sheets will be produced. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments. DHA assumes the County will be responsible for preparing the water pollution control and erosion control plans if required. DHA assumes that creek diversion plans will not be required.

Task 4.2.1 – 65% Roadway Design

Upon receiving approval on the 30% submittal and notice to proceed from the County, DHA will perform design and prepare draft plans to the 65% level; Provide County with Utility conflicts so County can request preliminary utility relocation plans and costs from all utility agencies possibly affected by the project; and Perform 60% Quality Control Review and document.

Task 4.2.2 - Traffic Handling Design

This task includes the traffic handling details anticipated for this project.

Task 4.2.3 - Utility Coordination/Design

This task includes providing necessary exhibits and drawings required for coordination with the Utility companies.

Task 4.2.4 - Bridge Design And Detailing

Bridge design will be in accordance with the LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet County, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest edition of the Caltrans Seismic Design Criteria. Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest Santa Barbara County Standards and Caltrans Standard Plans and Standard Specifications.

Task 4.2.5 – 65% Submittal Quality Control (Roadway & Bridge)

Prior to submitting 65% Roadway and Bridge Plans, DHA will conduct quality control review. The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25.

Task 4.2.6 - 65% Plans Submittal (Roadway & Bridge)

A submittal of the 65% plans will be made to the County. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the Type Selection report. DHA will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the County. Upon receipt of County comments on the 65% plans submittal, DHA will review and incorporate applicable revisions into the design.

Deliverables:

- Three (3) hard copies of half size plans (11"x17").
- One (1) electronic copy in PDF format of both the Roadway and Bridge Plans will be sent to the County
- One (1) copy of response to 35% comments.

TASK 4.3 – PREPARE 95% SUBMITTAL

Task 4.3.1 – 95% Roadway Design

The DHA Team will address 60% Agency comments; Develop roadway plans to the 90% level; Perform 90% Quality Control Review and document; and Prepare 90% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

Task 4.3.2 - Bridge Design Check (By Others)

Upon receiving comments from the County on 65% submittal, DHA will incorporate comments received from the County prior to submitting revised plans to County to have independent check completed by others.

Task 4.3.3 – Address Comments Received from Bridge Design Check

Upon receiving comments from the independent bridge design, DHA will incorporate comments received prior to submitting the 95% submittal.

Task 4.3.4 - Specifications

Prior to the 95% PS&E Submittal, the plans will be reviewed by DHA and an updated contract items list will be produced. DHA will prepare required technical special provisions using Caltrans 2010 format. It is assumed that

EXHIBIT A SCOPE OF WORK

the County will merge the technical specifications with County "boiler plate" documents. DHA will coordinate the specification development with the County to ensure work is not duplicated.

Task 4.3.5 - Engineer's Estimate

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge quantity calculations, aiding in facilitating the review process and use by the construction personnel. Non-participating costs, if any, will also be segregated.

Task 4.3.6 – 95% Submittal Quality Control (Roadway & Bridge)

Prior to submitting 95% PS&E, a quality control review will be performed by a senior level person not intimately involved in the project. The PS&E package will be reviewed for plans will be reviewed for compatibility between portions of work and

Task 4.3.7 – 95% PS&E Submittal (Roadway & Bridge)

Upon incorporating comments from the bridge design check, a submittal of 95% Draft PS&E will be made to the County. The submittal will include the plans, specifications and estimate. DHA will perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the County.

Deliverables:

- Three (3) hard copies of half size plans (11"x17").
- One (1) electronic copy in PDF format of both the Roadway and Bridge Plans will be sent to the County
- One (1) electronic copy in Microsoft Word format of technical Special Provisions following Caltrans 2010 specification format to be coordinated with County Specification Writer.
- Two (2) copies and the electronic file of the cost estimate.
- One (1) copy of 65% response to comments.

Task 4.3.8 – Environmental Permitting

DHA will review the PS&E to confirm that appropriate avoidance measures and conditions of permits, including items of work required by the permits, and environmental mitigation measures are incorporated into the plans and specifications.

TASK 4.4 - FINAL PS&E (ROADWAY & BRIDGE)

The final bridge contract documents will be prepared and submitted to the County as described below.

Task 4.4.1 - Final Revisions (Roadway & Bridge)

Upon receipt of comments from the Draft PS&E submittal to the County, and other jurisdictional agencies, which will be routed through the County, final revisions will be made. DHA will incorporate appropriate comments in the plans, specifications, and estimate.

Task 4.4.2 - Final Submittal (Roadway & Bridge)

Upon receiving review comments from the County and other agencies from the Draft 95% PS&E, Consultant shall review each comment and address them in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate. The Consultant will complete the Resident Engineer File (template supplied by County).

Deliverables:

- One set of final design plans with cover sheet stamped and signed by the project engineer in both full size (22"x34") printed on mylar and half size (11"x17") printed on bond paper.
- One (1) original stamped and wet-signed signature page of the Special Provisions
- One (1) electronic copy in Microsoft Word format of technical Special Provisions following Caltrans 2010 specification format to be coordinated with County Specification Writer.
- Two (2) copies and the electronic file in excel format of the cost estimate.
- Two (2) copies of final cost estimate and checked quantity calculations.
- One (1) copy of final design calculations.
- One (1) copy of final PS&E response to comments.
- One (1) copy of the Resident Engineer's File produced in the County's format.

EXHIBIT A SCOPE OF WORK

TASK 4.5 - BID PERIOD CONSULTATION

DHA will provide bidding assistance to the County. This will include consultation and interpretation of the contract documents and assisting the County in preparing addenda to the PS&E, and attending pre-bid or construction meetings and bid openings.

TASK 5: CONSTRUCTION ASSISTANCE

TASK 5.1 - CONSTRUCTION SUPPORT

DHA will respond to contractor's inquiries, prepare drawings and review change orders requested by the County.

EXHIBIT B
FEE PROPOSAL
Total Design Fee Summary by Phase

Drake Haglan and Associates FEE SUMMARY BY PHASE / TASK						
Phase	TASK	DHA LABOR	SUBS	EXPENSES	FEE	TOTAL
1	Preliminary Engineering	\$28,556.65	\$0.00	\$430.13	\$2,855.66	\$31,842
2	Final Design	\$58,958.04	\$0.00	\$480.13	\$5,895.80	\$65,334
3	Construction Support	\$2,172.67	\$0.00	\$430.13	\$217.27	\$2,820
Totals:		\$89,687.35	\$0.00	\$1,340.38	\$8,968.73	\$99,996

FEE SUMMARY BY PHASE AND FIRM						
Phase	PHASE	FIRM			TOTAL	
		DHA	0	0		
1	Preliminary Engineering	\$31,842.43	\$0.00	\$0.00	\$31,842	
2	Final Design	\$65,333.96	\$0.00	\$0.00	\$65,334	
3	Construction Support	\$2,820.06	\$0.00	\$0.00	\$2,820	
Totals:		\$99,996.45	\$0.00	\$0.00	\$99,996	

**EXHIBIT B
COMPLETE FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek

DIRECT LABOR - PAYMENT RATES

Name	Classification	Hours	Rate (\$/hour)	Total
Kevin Ross	Principal	90	\$ 74.00	\$6,660.00
Craig Drake	Principal	14	\$ 75.00	\$1,050.00
Dave Melis	Senior Engineer, Range C	89	\$ 60.10	\$5,348.90
Rebecca Bautista	Assistant Engineer, Range A	294	\$ 32.00	\$9,408.00
Alex Barba	CAD Draftsperson, Range B	224	\$ 32.50	\$7,280.00
Nick Jarrell	Hwy Designer A	228	\$ 31.00	\$7,068.00
Karen Drebert	Administrative Specialist	10	\$ 35.35	\$353.50

949
Subtotal Direct Labor Costs \$37,168.40
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$37,168.40

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$16,242.59
General & Administrative	97.60%	\$36,276.36
	141.30%	

TOTAL - Indirect Costs \$52,518.95

FEE (10.00%)

TOTAL - Fee \$8,968.73

OTHER DIRECT COSTS

	Total
Travel Costs (mileage) 2325 Miles @ \$ 0.555	\$ 1,290.38
Photocopies 0 Each @ \$ 0.10	\$ -
Plan Reproduction 0 Full Size Sheets @ \$ 5.00	\$ -
Overnight Service 2 Each @ \$ 25.00	\$ 50.00
Graphic Presentation Boards 0 Boards @ \$ 45.00	\$ -

TOTAL - Other Direct Costs \$1,340.38

TOTAL COST \$99,996.45

Subcontractor Costs

\$ -
\$ -
\$ -
\$ -

Total Subconsultants Cost

\$ -

Total Contract

\$99,996.45

**EXHIBIT B
PHASE 1 FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek

**DRAKE HAGLAN & ASSOCIATES
PHASE 1**

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kevin Ross	Principal	42	\$ 74.00	\$3,108.00
Craig Drake	Principal	0	\$ 75.00	\$0.00
Dave Melis	Senior Engineer, Range C	54	\$ 60.10	\$3,245.40
Rebecca Bautista	Assistant Engineer, Range A	78	\$ 32.00	\$2,496.00
Alex Barba	CAD Draftsperson, Range B	30	\$ 32.50	\$975.00
Nick Jarrell	Hwy Designer A	58	\$ 31.00	\$1,798.00
Karen Drebert	Administrative Specialist	6	\$ 35.35	\$212.10

268
Subtotal Direct Labor Costs \$11,834.50
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$11,834.50

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$5,171.68
General & Administrative	97.60%	\$11,550.47
	141.30%	

TOTAL - Indirect Costs \$16,722.15

FEE (10.00%)

TOTAL - Fee \$2,855.66

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	775 Miles	@	\$ 0.555	\$ 430.13
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	0 Full Size Sheets	@	\$ 5.00	\$ -
Overnight Service	0 Each	@	\$ 25.00	\$ -
Graphic Presentation Boards	Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs \$430.13

TOTAL COST \$31,842.43

Subcontractor Costs

\$ -
 \$ -
 \$ -
 \$ -

Total Subconsultants Cost
Total Contract

\$ -

\$31,842.43

**EXHIBIT B
PHASE 2 FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek

**DRAKE HAGLAN & ASSOCIATES
PHASE 2**

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kevin Ross	Principal	46	\$ 74.00	\$3,404.00
Craig Drake	Principal	14	\$ 75.00	\$1,050.00
Dave Melis	Senior Engineer, Range C	31	\$ 60.10	\$1,863.10
Rebecca Bautista	Assistant Engineer, Range A	200	\$ 32.00	\$6,400.00
Alex Barba	CAD Draftsperson, Range B	194	\$ 32.50	\$6,305.00
Nick Jarrell	Hwy Designer A	170	\$ 31.00	\$5,270.00
Karen Drebert	Administrative Specialist	4	\$ 35.35	\$141.40

659
Subtotal Direct Labor Costs \$24,433.50
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$24,433.50

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$10,677.44
General & Administrative	97.60%	\$23,847.10
	141.30%	

TOTAL - Indirect Costs \$34,524.54

FEE (10.00%)

TOTAL - Fee \$5,895.80

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	775 Miles	@	\$ 0.555	\$ 430.13
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	Full Size Sheets	@	\$ 5.00	\$ -
Overnight Service	2 Each	@	\$ 25.00	\$ 50.00
Graphic Presentation Boards	Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs \$480.13

TOTAL COST \$65,333.96

Subcontractor Costs

\$ -
\$ -
\$ -
\$ -

Total Subconsultants Cost
Total Contract

\$ -

\$65,333.96

**EXHIBIT B
PHASE 3 FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek

**DRAKE HAGLAN & ASSOCIATES
PHASE 3**

DIRECT LABOR

Name	Classification	Hours	Rate	Total
Kevin Ross	Principal	2	\$ 74.00	\$148.00
Craig Drake	Principal	0	\$ 75.00	\$0.00
Dave Melis	Senior Engineer, Range C	4	\$ 60.10	\$240.40
Rebecca Bautista	Assistant Engineer, Range A	16	\$ 32.00	\$512.00
Alex Barba	CAD Draftsperson, Range B	0	\$ 32.50	\$0.00
Nick Jarrell	Hwy Designer A	0	\$ 31.00	\$0.00
Karen Drebert	Administrative Specialist	0	\$ 35.35	\$0.00

22
Subtotal Direct Labor Costs \$900.40
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$900.40

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$393.47
General & Administrative	97.60%	\$878.79
	141.30%	

TOTAL - Indirect Costs \$1,272.27

FEE (10.00%)

TOTAL - Fee \$217.27

OTHER DIRECT COSTS

		Total
Travel Costs (mileage)	775 Miles @ \$ 0.555	\$ 430.13
Photocopies	0 Each @ \$ 0.10	\$ -
Plan Reproduction	0 Full Size Sheets @ \$ 5.00	\$ -
Overnight Service	0 Each @ \$ 25.00	\$ -
Graphic Presentation Boards	Boards @ \$ 45.00	\$ -

TOTAL - Other Direct Costs \$430.13

TOTAL COST \$2,820.06

Subcontractor Costs

\$ -
\$ -
\$ -

Total Subconsultants Cost

\$ -

Total Contract

\$2,820.06

Attachment B

- Attachment A
- Exhibit B

April 25, 2014

Ron V. Bensel, P.E.
 County of Santa Barbara, Public Works
 Transportation Division, Engineering Section
 123 E. Anapamu St.
 Santa Barbara, CA 93101

SUBJECT: 865330 – Fernald Point Lane Br. No. 51C-0137 Bridge Replacement Fee Amendment No. 1 Request

Dear Mr. Bensel:

As discussed, attached is a contract amendment request for the additional work described below. In general, the amendment request includes additional work for redesigning the concrete lining to accommodate fish passage, preparing multiple design alternatives in an attempt to minimize residential impacts, minimize construction impacts, accommodate future channel widening, and to investigate multiple foundation types and configurations. Note that the hours shown in Attachment A are in addition to the hours included in the original contract.

The amount of the requested amendment for the additional scope of work is \$49,762.64 which revises the current contract amount from \$99,996.00 to a total of \$149,758.64.

TASK	AMOUNT
2.2 – PREPARE 30% DESIGN	<u>\$3,548.67</u>
4.2 – PREPARE 65% SUBMITTAL	<u>\$39,766.68</u>
4.3 – PREPARE 95% SUBMITTAL	<u>\$6,447.29</u>
\$49,762.64	

TASK 2.2 – PREPARE 30% DESIGN - \$3,548.67

This task amendment accounts for additional time in determining the preferred bridge configuration. The original scope was based on the assumption that the existing abutments would be placed behind the existing channel walls supported on a single row of Cast-In-Drilled Hole (CIDH) pile foundations. Significant time was invested in coordinating with the county on foundation type and layout due to very tight constraints at the project site which was not accounted for in the original scope and fee.

TASK 4.2 PREPARE 65% SUBMITTAL- \$39,766.68

An amendment to this task is necessary due to the following reasons:

1. Coordinating channel modifications with the County Environmental Department.
2. Preparing detail plan sheets for the channel modifications upstream of the existing concrete lined channel
3. Removing and replacing the existing channel lining to incorporate fish passage details which will be provided by the County.
4. Additional horizontal and vertical alignment exhibits were required to be prepared as part of the coordination process with the nearby residential representatives.
5. Horizontal and vertical alignment profiles will be prepared for the temporary onsite detour which was not anticipated in the original scope and fee.
6. Abutments need to be designed for two conditions. One assuming no back span and one assuming back spans to meet hydraulic requirements.
7. Additional analysis is required to accommodate the variable width structure and increased vertical profile.
8. Preparing plans to reconstruct the existing channel wall.

TASK 4.3 PREPARE 95% SUBMITTAL- \$6,447.29

The additional amount requested for this task is for addressing comments received from the County Environmental Department, preparing quantities and estimate for the channel modifications and any comments from the checker on the existing channel wall modifications.

DHA will prepare environmental stewardship specifications. DHA will work with the County to incorporate the pertinent permit requirements into the specification package.

If you have any questions or would like further clarification of any of these documents, please call me at your convenience.

Sincerely,



Kevin Ross, P.E.

Project Manager

Drake Haglan & Associates

ATTACHMENT A

**ATTACHMENT A
FEE PROPOSAL
Total Amendment No. 1 Request Summary by Phase**

Drake Haglan and Associates FEE SUMMARY BY PHASE / TASK						
Phase	TASK	DHA LABOR	SUBS	EXPENSES	FEE	TOTAL
1	Preliminary Engineering	\$3,226.06	\$0.00	\$0.00	\$322.61	\$3,549
2	Final Design	\$42,012.69	\$0.00	\$0.00	\$4,201.27	\$46,214
3	Construction Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Totals:		\$45,238.76	\$0.00	\$0.00	\$4,523.88	\$49,763

FEE SUMMARY BY PHASE AND FIRM						
Phase	PHASE	FIRM				TOTAL
		DHA	0	0	0	
1	Preliminary Engineering	\$3,548.67	\$0.00	\$0.00	\$0.00	\$3,549
2	Final Design	\$46,213.96	\$0.00	\$0.00	\$0.00	\$46,214
3	Construction Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Totals:		\$49,762.64	\$0.00	\$0.00	\$0.00	\$49,763

**EXHIBIT B
COMPLETE FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek Amendment No. 1 Request

DIRECT LABOR - PAYMENT RATES

Name	Classification	Hours	Rate (\$/hour)	Total
Kevin Ross	Principal	0	\$ 74.00	\$0.00
F. Jose Silva	Senior Engineer, Range D	6	\$ 70.00	\$420.00
Miguel Ramirez	Engineer, Range C	110	\$ 46.00	\$5,060.00
Scott Jones	Engineer, Range A	65	\$ 41.45	\$2,673.53
Jennifer Grant	Engineer, Range A	132	\$ 39.45	\$5,207.40
Amber Castle Keane	Engineer, Range A	20	\$ 40.00	\$800.00
Alex Barba	CAD Draftsperson, Range B	32	\$ 32.50	\$1,040.00
Nick Jarrell	Hwy Designer A	77	\$ 31.00	\$2,387.00
Anthony Boyes	Assistant Engineer, Range A	5	\$ 28.00	\$140.00
Sheila Moore	Assistant Engineer, Range A	34	\$ 30.00	\$1,020.00

481
Subtotal Direct Labor Costs \$18,747.93
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$18,747.93

INDIRECT COSTS

	Rate	Total
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$8,192.85
General & Administrative	97.60%	\$18,297.98
	141.30%	

TOTAL - Indirect Costs \$26,490.83

FEE

(10.00%)

TOTAL - Fee \$4,523.88

OTHER DIRECT COSTS

				Total
Travel Costs (mileage)	0 Miles	@	\$ 0.555	\$ -
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	0 Full Size Sheets	@	\$ 5.00	\$ -
Overnight Service	0 Each	@	\$ 25.00	\$ -
Graphic Presentation Boards	0 Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs \$0.00

TOTAL COST \$49,762.64

Subcontractor Costs

\$ -
 \$ -
 \$ -
 \$ -

Total Subconsultants Cost

\$ -

Total Contract

\$49,762.64

**EXHIBIT B
PHASE 1 FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek Amendment No. 1 Request

**DRAKE HAGLAN & ASSOCIATES
PHASE 1**

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Kevin Ross	Principal	0	\$ 74.00	\$0.00
F. Jose Silva	Senior Engineer, Range D	0	\$ 70.00	\$0.00
Miguel Ramirez	Engineer, Range C	0	\$ 46.00	\$0.00
Scott Jones	Engineer, Range A	9	\$ 41.45	\$373.05
Jennifer Grant	Engineer, Range A	22	\$ 39.45	\$867.90
Amber Castle Keane	Engineer, Range A	0	\$ 40.00	\$0.00
Alex Barba	CAD Draftsperson, Range B	2	\$ 32.50	\$65.00
Nick Jarrell	Hwy Designer A	1	\$ 31.00	\$31.00
Anthony Boyes	Assistant Engineer, Range A	0	\$ 28.00	\$0.00
Sheila Moore	Assistant Engineer, Range A	0	\$ 30.00	\$0.00

34	
Subtotal Direct Labor Costs	\$1,336.95
Anticipated Salary Increases	\$0.00

TOTAL - Direct Labor \$1,336.95

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$584.25
General & Administrative	97.60%	\$1,304.86
	141.30%	

TOTAL - Indirect Costs \$1,889.11

FEE

(10.00%)

TOTAL - Fee \$322.61

OTHER DIRECT COSTS

				<u>Total</u>
Travel Costs (mileage)	0 Miles	@	\$ 0.555	\$ -
Photocopies	0 Each	@	\$ 0.10	\$ -
Plan Reproduction	0 Full Size Sheets	@	\$ 5.00	\$ -
Overnight Service	0 Each	@	\$ 25.00	\$ -
Graphic Presentation Boards	Boards	@	\$ 45.00	\$ -

TOTAL - Other Direct Costs \$0.00

TOTAL COST \$3,548.67

Subcontractor Costs

\$	-
\$	-
\$	-
\$	-

Total Subconsultants Cost

\$ -

Total Contract

\$3,548.67

**EXHIBIT B
PHASE 2 FEE PROPOSAL**

Santa Barbara County
Fernald Point Lane Bridge Over Romero Creek Amendment No. 1 Request

**DRAKE HAGLAN & ASSOCIATES
PHASE 2**

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Kevin Ross	Principal	0	\$ 74.00	\$0.00
F. Jose Silva	Senior Engineer, Range D	6	\$ 70.00	\$420.00
Miguel Ramirez	Engineer, Range C	110	\$ 46.00	\$5,060.00
Scott Jones	Engineer, Range A	56	\$ 41.45	\$2,300.48
Jennifer Grant	Engineer, Range A	110	\$ 39.45	\$4,339.50
Amber Castle Keane	Engineer, Range A	20	\$ 40.00	\$800.00
Alex Barba	CAD Draftsperson, Range B	30	\$ 32.50	\$975.00
Nick Jarrell	Designer Range A	76	\$ 31.00	\$2,356.00
Anthony Boyes	Assistant Engineer, Range A	5	\$ 28.00	\$140.00
Sheila Moore	Assistant Engineer, Range A	34	\$ 30.00	\$1,020.00

447	
Subtotal Direct Labor Costs	\$17,410.98
Anticipated Salary Increases	\$0.00

TOTAL - Direct Labor **\$17,410.98**

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Overhead	0.00%	\$0.00
Fringe Benefit	43.70%	\$7,608.60
General & Administrative	97.60%	\$16,993.12
	141.30%	

TOTAL - Indirect Costs **\$24,601.71**

FEE (10.00%) TOTAL - Fee **\$4,201.27**

OTHER DIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Travel Costs (mileage)	0 Miles @ \$ 0.555	\$ -
Photocopies	0 Each @ \$ 0.10	\$ -
Plan Reproduction	Full Size Sheets @ \$ 5.00	\$ -
Overnight Service	0 Each @ \$ 25.00	\$ -
Graphic Presentation Boards	Boards @ \$ 45.00	\$ -

TOTAL - Other Direct Costs **\$0.00**

TOTAL COST **\$46,213.96**

Subcontractor Costs	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Subconsultants Cost	\$ -

Total Contract **\$46,213.96**