



FAIRFAX TOWN COUNCIL MEETING

STAFF REPORT

MEETING DATE June 4, 2025

PREPARED FOR Mayor and Town Council

PREPARED BY Heather Abrams, Fairfax Town Manager

SUBJECT Approve Amendment No. 11 to the Master Agreement with MGE Engineering, Inc., to Increase the Contract Amount by \$174,280 for Additional Cultural and Historic Resources and Environmental Studies for Creek Road Bridge and Bridge Preventive Maintenance Program (BPMP - Canyon, Marin, Spruce), and Accept \$115,739 in Grant Funding. Additionally, Combine the Separate Agreement for Azalea Avenue Bridge Project with the Master Agreement.

RECOMMENDATION

After approval of the transfer of the master contract from California Infrastructure Consultancy (CIC) to MGE Engineering, and approval of Amendment No. 10 for another project in that agreement (Meadow Way Bridge), approve Amendment No. 11 for \$174,280 for additional NEPA and CEQA environmental, cultural and historic resources studies for two bridge projects, Creek Rd. Bridge Seismic Retrofit and Bridge Preventive Maintenance Program (BPMP- Canyon, Marin, Spruce). The master contract has a running total of \$4,139,842 before the addition and will be increased to \$4,414,122. Additionally, transfer CIC's other agreement for Azalea Ave Bridge Replacement project and combine it with the above master contract. The contract amount for Azalea Ave. Bridge will remain at \$860,678 and will only be combined with the other contract as part of the transfer to MGE Engineering, resulting in an overall not-to-exceed amount of \$5,174,800. The funds are mostly federal, with local (Fairfax) match. These grants provide primarily 100% grant funding, some 88.5% grant funding, and CEQA must be funded by the Town, for critical bridge repair or replacement projects in Fairfax.

BACKGROUND

As described in the previous Council Agenda item, in October 2013, the Council awarded one master contract to CIC for grant funded work to repair and replace several bridges in Fairfax. Since the bridge projects began, a new Council member has been elected who lives close enough to the Meadow Way bridge that the Council Member has a conflict of interest and cannot vote on Meadow Way bridge items; thus the required amendment has been divided to have one amendment for Meadow Way (Amendment #10) and another for the remaining bridge projects (Amendment #11), so that the conflicted Council Member can vote on non-Meadow-Way items.

The 2013 master contract to CIC was for \$339,000 to provide preliminary engineering, community outreach, environmental, and design services for five bridges in Fairfax: Creek, Meadow, Marin, Spruce, and Canyon Road bridges. There has been a total of nine previous amendments to the original master contract and only the following four are relevant to BPMP and Creek Road.

- Amendment No. 2 increased the contract by \$25,925 for BPMP for additional work on April 3, 2014.

- In September 2014, the Council approved contract Amendment No. 3 to increase the agreement by \$737,110 to allow CIC to begin the environmental and design work for the Spruce, Canyon, and Marin Road bridges (BPMP program) and Creek Road Bridge Seismic Retrofit project.
- In October 2015, the Council approved Amendment No. 5 to increase the contract amount by \$164,580 for additional environmental services required for the BPMP Bridges and additional design services for adding the BPMP component to the seismic retrofit of Creek Road Bridge, programmed by Caltrans.
- In July 2021 Council approved Amendment No. 9 for \$142,150 for Creek Road's and BPMP's right-of-way phases, the Canyon Rd. Fish ladder, extended Phase 1 Archeological Surveys, and additional project management and administrative costs for the two projects.

Separately, in September 2016, the Council awarded a contract to CIC to provide preliminary engineering, community outreach, environmental, and design services for Azalea Avenue Bridge Replacement in Fairfax.

- Amendment No. 1 increased the Azalea Avenue Bridge contract by \$431,458 for additional work in December 2017, increasing the total agreement amount to \$860,678.

DISCUSSION

Below is a brief summary of the costs (see attachment A for more detail) for the additional work to be performed on two out of three projects. The total cost for the proposed services is \$174,280, \$88,736 for BPMP, \$85,544 for Creek Rd and none for Azalea Ave.

Additional Scope of Services and Cost for Creek Road Bridge and BPMP:

Environmental Issues - The amount of \$60,000 has been authorized by Caltrans to finish the NEPA environmental document for each project, recognized as extra work not previously included in the scope of services. In addition, CEQA costs, entirely the responsibility of the Town and unsupported by the federal contributions, have had to be adjusted based on increased scope of work.

Additional NEPA and CEQA Scopes of work – Caltrans District 4 Local Assistance Office (LAO) required that the design Team's subconsultant for Cultural Resources to conduct an additional shallow-hole exploration at the site for archeological investigation purposes. There are now two such investigations, one at Creek Road and the other at Marin Road. These affect several Cultural and Historical Resources reports, which have been prepared and submitted to Caltrans for review and approval to lead to NEPA certifications for the for the two projects.

Additionally, the environmental subconsultant staff has had to incorporate updated CEQA Guidelines questions into the already drafted IS/MND sections, spent time to coordinate with State Clearinghouse CEQANet portal staff and County Clerk staff regarding noticing submittal requirements, mandated by Assembly Bill 819. They have also responded to the extensive comments the Town provided on the Administrative Draft IS/MND and will respond to any comments from the public and/or agencies on the Draft IS/MND that will be circulated for a 30-day review period.

No additional contractual change is reported for Azalea Avenue Bridge Replacement project, except that it needs to be moved over to the new contract under MGE Engineering.

FISCAL IMPACT

Prior to the authorization of the latest E-76s by Caltrans, the budget was \$503,805 for BPMP and \$901,1946 for Creek Road. These amendments will escalate the new budgets to \$592,541 and \$987,490 for the two projects, respectively. Azalea's budget has been \$860,678 and will remain unchanged for now. The new master contract amount for the Town's four bridge projects, Meadow Way, Creek Rd., BPMP and Azalea Ave., will be \$5,174,800

Of the \$174,280 amendment, BPMP's federal \$60,000 requires 11.47% match (\$6,882); Creek Road's federal \$60,000 requires no matching funds. \$51,272 funds for CEQA are all the responsibility of the Town. Azalea Ave has no cost increases reported at this time. The total matching funds come to \$58,154 for the two projects.

The adopted FY 25-26 CIP budget for these projects includes the costs for the above services.

ATTACHMENTS

- A. MGE breakdown of costs
- B. Amendment No. 11 to master contract with MGE

Breakdown of Costs - BPMP, Creek Rd & Azalea Ave

Attachment A to Staff Report for Council Meeting of June 4, 2025

Project Name, Latest Caltrans Funding Sequence (SEQ) & Phase		Total MGE Contractual (NEPA+CEQA) Budgets					Fairfax Share			
		Original CIC Contract Budget thru Amend 9 (NEPA+CEQA)	Total New NEPA+CEQA Contract	New Fairfax Amendment (No. 10)	Total Invoiced thru Dec, 31, 2024	Budget Remaining	Required New Fairfax NEPA Match	Required Fairfax CEQA Match	Total New Fairfax Share	Fairfax Share as a Percent of the Grant
Bridge Preventative Maintenance Program (BPMP) (New funds, SEQ 6)	Design & Environmental	\$503,805.00	\$592,541.00	\$88,736.00	\$572,908.44	\$19,632.56	\$6,882.00	\$28,876.00	\$35,758.00	59.6%
Creek Road Bridge (New funds, SEQ 5)	Design & Environmental	\$901,946.00	\$987,490.00	\$85,544.00	\$976,195.72	\$11,294.28	\$0.00	\$22,396.00	\$22,396.00	37.3%
Fairfax Contract 1 - Total above 2 Projects		\$1,405,751.00	\$1,580,031.00	\$174,280.00	\$1,549,104.16	\$30,926.84	\$6,882.00	\$51,272.00	\$58,154.00	48.5%
Contract 2 - Azalea Ave Bridge (No new funds, still SEQ 3)	Design & Environmental	\$860,678.00	\$860,678.00	\$0.00	\$827,094.14	\$33,583.86	\$0.00	TBD	TBD	TBD
Total 2 Fairfax Contracts		\$2,266,429.00	\$2,440,709.00	\$174,280.00	\$2,376,198.30	\$64,510.70	\$6,882.00	\$51,272.00	\$58,154.00	48.5%

Summary

Project	Total Existing Contract (NEPA+CEQA)	Amendment No. 11	Total New Contract (NEPA+CEQA)
Meadow Way	\$ 2,734,091.00	\$ -	\$ 2,734,091.00
BPMP	\$ 503,805.00	\$ 88,736.00	\$ 592,541.00
Creek Rd	\$ 901,946.00	\$ 85,544.00	\$ 987,490.00
Total 1 - Three Projects	\$ 4,139,842.00	\$ 174,280.00	\$ 4,314,122.00
Azalea, orig contract+Amend 1	\$ 860,678.00	\$ -	\$ 860,678.00
Total 2 -All Three Projects	\$ 5,000,520.00	\$ 174,280.00	\$ 5,174,800.00

AMENDMENT NO. 11 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 11 to Design Professional Services Agreement (this "Amendment No. 11") is entered into as of June ___, 2025, by and between the TOWN OF FAIRFAX (the "Town") and MGE ENGINEERING, INC., (the "Contractor"), with reference to the following facts:

RECITALS

A. Town and the former Contractor (CIC) previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 ("Agreement 1") for three bridge projects (Meadow Way Bridge, Creek Road Bridge and BPMP). As part of Amendment No. 10, Agreement 1 was transferred to MGE Engineering, Inc., referred to now as Agreement. A similar and separate contract, dated September 15, 2016 ("Agreement 2") for Azalea Avenue Bridge has remained with CIC until now. Capitalized terms used in this Amendment No. 11 shall have the meanings assigned to them in the Agreement below.

B. The parties wish to modify the Agreement for additional services for Creek Road Bridge and BPMP (Exhibit 1). Furthermore, by the way of this Amendment, the Contractor will assume all responsibilities for the separate CIC contract and its single amendment for Azalea Avenue Bridge (Agreement 2, Exhibit 2) without making further changes to it.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Town and Contractor hereby agree as follows:

1. Contractor shall complete the added work for Meadow Way, Creek Rd. and BPMP bridge projects as described in Agreement, as well as the current scope of work for Azalea Avenue Bridge (Exhibit 2). The maximum amount payable under the Agreement shall be increased by \$1,235,946 to a total not-to-exceed amount of \$5,174,800.
2. Except as specifically modified herein, all of the other remaining provisions of the New Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Contractor have executed this Amendment No. 10 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

"CONTRACTOR"
MGE ENGINEERING, INC.

By: _____

By: _____

Name: Heather Abrams

Name: Fred Huang, PE

Title: Fairfax Town manager

Title: President

ATTACHMENT B

EXHIBIT 1

BPMP & CREEK ROAD BRIDGE

SUMMARY OF ADDITIONAL SCOPE & FEES FOR AMENDMENT NO. 11



Town of Fairfax Bridge Preventive Maintenance Program CEQA Compliance Change Order

Prepared for:

Nader Tamannaie, P.E.
MGE Engineering, Inc.
7415 Greenhaven Dr., Suite 100
Sacramento, CA 95831

July 20, 2024
(Revised April 30, 2025)

WRA PROJECT NO. 22304, Phase 3B

PURPOSE AND BACKGROUND

WRA, Inc. (WRA) is requesting a Change Order to complete the California Environmental Quality Act (CEQA) documentation for the Town of Fairfax's Bridge Preventive Maintenance (BPMP) Project (Project) addressing three individual bridges within the Town: Spruce Road, Marin Road, and Canyon Road. WRA staff have completed the Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) and are requesting additional budget to complete the remaining CEQA tasks for the following reasons:

- Increase in staff rates since the project initiated.
- Changes have been made to the CEQA Guidelines which required additional time by WRA staff to incorporate the most updated CEQA Guidelines questions into the already drafted IS/MND sections.
- Assembly Bill 819 will require additional time from WRA staff to coordinate with the State Clearinghouse CEQANet portal staff and County Clerk staff regarding noticing submittal requirements.
- Additional time to respond to the comments the Town provided on the Administrative Draft IS/MND and any comments from the public and/or agencies on the Draft IS/MND that will be circulated for a 30-day review period.





Change Order

TOWN OF FAIRFAX BRIDGE PROGRAM NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE BRIDGE
PREVENTIVE MAINTENANCE PROGRAM (BPMP) PROJECT

Prepared for:

Nader Tamannaie, P.E.
MGE Engineering, Inc.
7415 Greenhaven Dr., Suite 100
Sacramento, CA 95831

October 14, 2022

(Revised April 10, 2025)

WRA Project No. 22304, Phase 3A

PURPOSE

WRA, Inc. (WRA) is requesting a Change Order to complete the National Environmental Policy Act (NEPA) documentation for the Town of Fairfax's Bridge Preventive Maintenance Program (BPMP) Project. WRA has completed all of the technical studies required by Caltrans Local Assistance (Caltrans) with the exception of final edits to the Archaeological Survey Report (ASR) per Caltrans comments dated May 13, 2022. In addition, Caltrans has provided another round comment on September 16, 2022, requesting an Extended Phase I testing be conducted for the Marin Road Bridge to ensure that no buried archaeological deposits would be affected by the BPMP Project.

The majority of this change order backfills paperwork for work that was approved under Notice to Proceed and has already been completed and invoiced. Approximately \$7,000 of the work previously invoiced and covered by this change order has already been paid; a total of \$12,996.62 has been invoiced and not paid as covered under this change order.

WORK PRODUCTS

- Extended Phase I Cultural Resources Investigation for Marin Road Bridge

2169-G East Francisco Blvd, San Rafael, CA, 94901

Phone: 415.454.8868 | info@wra-ca.com | wra-ca.com



Town of Fairfax Bridge Program CEQA Compliance Creek Road Seismic Retrofit Project

Change Order #7 (Revised)

Prepared for:

Nader Tamannaie, P.E.
MGE Engineering, Inc.
7415 Greenhaven Dr., Suite 100
Sacramento, CA 95831

July 20, 2024
(Revised April 30, 2025)

WRA PROJECT NO. 22304, Phase 2B

PURPOSE AND BACKGROUND

WRA, Inc. (WRA) is requesting a Change Order to complete the California Environmental Quality Act (CEQA) documentation for the Town of Fairfax's Creek Road Bridge Seismic Retrofit Project (Project). WRA staff have completed the Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) and are requesting additional budget to complete the remaining CEQA tasks for the following reasons:

- Increase in staff rates since the project initiated.
- Changes have been made to the CEQA Guidelines which required additional time by WRA staff to incorporate the most updated CEQA Guidelines questions into the already drafted IS/MND sections.
- Assembly Bill 819 will require additional time from WRA staff to coordinate with the State Clearinghouse CEQANet portal staff and County Clerk staff regarding noticing submittal requirements.
- Additional time to respond to the comments the Town provided on the Administrative Draft IS/MND and any comments from the public and/or agencies on the Draft IS/MND that will be circulated for a 30-day review period.





Town of Fairfax Bridge Program NEPA Compliance Creek Road Seismic Retrofit Project

Change Order #6 (Revised)

Prepared for:

Nader Tamannaie, P.E.
MGE Engineering, Inc.
7415 Greenhaven Dr., Suite 100
Sacramento, CA 95831

June 28, 2022
(Revised July 9, 2023)
(Second Revision April 30, 2025)

WRA PROJECT NO. 22304, Phase 2A

PURPOSE

WRA, Inc. (WRA) is requesting a Change Order to complete the National Environmental Policy Act (NEPA) documentation for the Town of Fairfax's Creek Road Bridge Seismic Retrofit Project (Project). WRA has completed all of the technical studies required by Caltrans Local Assistance (Caltrans) with the exception of Cultural Resources. As a part of Caltrans' review of the Archaeological Survey Report (ASR) for the Project they requested that the Historic Resources Evaluation Report (HRER) be revised and that an Extended Phase I testing be conducted to ensure that no buried archaeological deposits would be affected by the Project. WRA has retained Far Western Archaeological Consulting to lead the Extended Phase I efforts and JRP for the HRER revisions.

WORK PRODUCTS

- Extended Phase I Cultural Resources Investigation
- Updated Historic Properties Survey Report per Extended Phase I Findings
- Update Historic Resources Evaluation Report (HRER) per Caltrans' comments



EXHIBIT 2

AGREEMENT 2 & ITS ONE AMENDMENT

AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this 15th day of SEPTEMBER, 2016, by and between the TOWN OF FAIRFAX (hereinafter "**TOWN**"), and CALIFORNIA INFRASTRUCTURE CONSULTANCY, INC., a California corporation (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, **TOWN**'s Department of Public Works is responsible for various transportation improvements within its jurisdiction, including the subject project, Replacement of Azalea Avenue Bridge (No. 27C-0142); and

WHEREAS, **TOWN** and **CONSULTANT** desire to enter into an independent **CONSULTANT** relationship whereby **CONSULTANT** shall perform for **TOWN** certain engineering, environmental and other technical services for the federally funded Highway Bridge Program (HBP) project for Azalea Avenue, as set forth in Exhibit A;

WHEREAS, this Agreement is funded in whole or in part with Federal Highway Administration ("FHWA") funds received by **TOWN** pursuant to an agreement with the California Department of Transportation ("Caltrans"). **CONSULTANT** shall comply with the federal funding requirements applicable to this Agreement, as further set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **TOWN.** The Town Manager shall be the representative of **TOWN** for all purposes under this Agreement. The Director of Public Works is hereby designated the Project Manager for **TOWN**, and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT.** **CONSULTANT** shall assign a single Project Director to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Nader Tamannaie, PE, is hereby designated as the Project Director for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Project Director for any reason, **CONSULTANT** shall notify **TOWN** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide services as described in the Scope of Work at **Exhibit A** attached hereto and incorporated herein.

The Preliminary Engineering (PE) phase of the project is divided into two phases. The first phase, which is covered under this Agreement, generally entails structural design; surveys and right-of-way analysis; geotechnical services; bridge architectural concepts; hydrology and hydraulics; NEPA and CEQA environmental studies and permits; traffic studies and stage construction; public outreach; and Preparation of Bridge Type Selection Report. **CONSULTANT** shall provide all services and complete all deliverables for the foregoing tasks, and any other tasks identified in **Exhibit A**.

Additional services, which may be required by TOWN, subject to Caltrans authorization, may be made part of this **AGREEMENT** through future written amendment to this Agreement. Such additional services constitute Phase 2 of the project and are anticipated to include additional environmental studies and final design. The **TOWN** may engage **CONSULTANT**, pursuant to a written amendment to this Agreement, to complete services during bid and construction.

The appropriate standards for design, analysis and various studies required under this Agreement shall be those set forth by Caltrans, including all applicable national, state and local standards. Additional requirements for the project include:

A. The responsible consultant/engineer shall sign all Plans, Specifications and Estimates (PS&E) and engineering data furnished under the contract and include appropriate registration number(s). Environmental documents will not be considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion (CE), a Caltrans Deputy District Director signs the Finding of No Significant Impact (FONSI), or the Caltrans District Director signs the Record of Decision (ROD) per the Caltrans Chapter 6, "Environmental Procedures," in the Local Assistance Programs Manual and the Standard Environmental Reference (SER).

B. Preliminary Right-of-Way (ROW) requirements are to be determined and shown by **CONSULTANT**. Land surveys and computations, with metes and bounds descriptions, are to be made and ROW plots shall be furnished per **CONSULTANT**'s Scope of Services.

C. **CONSULTANT** has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of **CONSULTANT**, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the SER.

D. **CONSULTANT** has represented to TOWN that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, **CONSULTANT** may substitute other personnel of at least equal competence upon written approval of **TOWN**. In the event that **TOWN** and **CONSULTANT** cannot agree as to the substitution of key personnel, **TOWN** shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Nader Tamannaie, PE.

E. **CONSULTANT** shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the services. Consultant warrants

that all employees and subconsultants shall have sufficient skill and experience to perform the services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, **CONSULTANT** shall perform, at its own cost and expense and without reimbursement from **TOWN**, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, or with the applicable Caltrans' standards.

F. **CONSULTANT** shall perform the services under this Agreement expeditiously, within the term of this Agreement, and in accordance with the schedule set forth in **Exhibit D** attached hereto and incorporated herein by reference. **CONSULTANT** represents that it has the professional and technical personnel required to perform the services in conformance with such conditions. Upon request of **TOWN**, **CONSULTANT** shall provide a more detailed schedule of anticipated performance to meet the attached schedule.

3. DUTIES OF TOWN.

TOWN shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

A. All data applicable to the project and in possession of **TOWN** are to be made available to **CONSULTANT**.

B. Oversee the progress of the work, attend meetings and site visits, inspect the work and advise on the direction of the project.

C. **TOWN** will provide a venue for public workshops or meetings related to the project.

D. In order to facilitate **CONSULTANT**'s conformance with the attached schedule for the services, **TOWN** shall respond to **CONSULTANT**'s submittals in a timely manner.

4. COMPENSATION.

A. Allowable Costs and Payments (hereinafter "**FEES**") for the current scope of services and project phase shall not exceed four hundred twenty-nine thousand two hundred and twenty dollars (\$429,220.00) and shall be based on the rate schedule, hours, direct and indirect costs, profit (fee) and subconsultant fees for this phase, attached hereto as **Exhibit B** and incorporated herein by reference.

B. Payment will be made monthly upon approval by **TOWN**'s Project Manager of itemized invoices submitted by **CONSULTANT** in accordance with the requirements of this Agreement. An appropriate progress report, outlining the major items of work performed, issues and

immediate upcoming tasks, shall be included with each invoice.

C. The requisite number of copies of paper documents to be furnished, such as reports, brochures, sets of plans, estimates and specifications, or CDs containing electronic data, shall be considered as included in the **FEES**. **CONSULTANT** shall meet with **TOWN**'s representative(s) on a regular, monthly basis for project team meetings and progress reporting and costs incurred by **CONSULTANT** for meetings shall also be included in **FEES**.

D. Additional terms and conditions related to compensation and payment are set forth in **Exhibit B**.

E. The Federal Acquisition Regulations in Title 48 CFR Part 31 are the governing factors regarding allowable elements of cost.

F. **CONSULTANT** warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for **CONSULTANT**, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, **TOWN** shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

H. The **CONSULTANT** shall be required to execute all forms required under federal regulations for such projects and are attached in **Exhibit C** to this Agreement.

5. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

A. **CONSULTANT** 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 of individual items.

B. **CONSULTANT** also agrees to comply with federal procedures in accordance with 2 CFR Part 200, *et seq.* Uniform Administrative Requirements, cost principles, and audit requirements for federal awards.

C. Any costs for which payment has been made to **CONSULTANT** 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 **CONSULTANT** to **TOWN**.

6. PERFORMANCE PERIOD OF AGREEMENT.

A. This contract shall go into effect on _____, contingent upon approval by **TOWN**, and **CONSULTANT** shall commence work after notification to proceed by **TOWN**'s Project Manager. The contract shall end on December 31, 2020, unless extended by contract amendment or earlier terminated as provided herein.

B. **CONSULTANT** is advised that any recommendation for contract award is not binding on **TOWN** until the contract is fully executed and approved by **TOWN**.

7. TERMINATION.

A. **Discretionary.** **TOWN** may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to **CONSULTANT**.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period. If **TOWN** terminates this Agreement for cause, **TOWN** shall pay **CONSULTANT** the sum due to **CONSULTANT** under this Agreement prior to termination, unless the cost of completion to **TOWN** exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due **CONSULTANT** under this Agreement and the balance, if any, shall be paid to **CONSULTANT** upon demand.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other. In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. **CONSULTANT** shall provide documentation deemed adequate by Project Manager to show the services actually completed by **CONSULTANT** prior to the effective date of termination

D. **Return of Documents.** Upon termination, any and all **TOWN** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT**'s documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **TOWN** as soon as possible, but not later than thirty (30) days after termination.

8. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by **CONSULTANT**, in connection with the performance of its duties under this Agreement, shall be the sole property of **TOWN**. **TOWN** may use said property for any purpose, including projects not contemplated by this Agreement.

9. RETENTION OF RECORDS/AUDIT.

A. Upon reasonable notice, **CONSULTANT** shall make available to **TOWN**, or its

agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **TOWN** or its agent in any such audit or inspection.

B. 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 Agreement pursuant to Government Code 8546.7; the prime consultant, subconsultants, and **TOWN** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, the State Auditor, **TOWN**, Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of **CONSULTANT** that are pertinent to the Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

C. Audit Review Procedures.

1. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by **TOWN's** Chief Financial Officer.

2. Not later than 30 days after issuance of the final audit report, **CONSULTANT** may request a review by **TOWN's** Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

3. Neither the pendency of a dispute nor its consideration by **TOWN** will excuse **CONSULTANT** from full and timely performance, in accordance with the terms of this contract.

4. **CONSULTANT** and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is **CONSULTANT's** responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by **CONSULTANT** and approved by **TOWN** contract manager to conform to the audit or review recommendations. **CONSULTANT** agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by **TOWN** at its sole discretion. Refusal by **CONSULTANT** to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to

CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

10. INSPECTION OF WORK.

CONSULTANT and any subconsultant shall permit **TOWN**, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. SUBCONTRACTING.

A. **CONSULTANT** shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the Town's Project 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 Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

C. The Town's Project Manager must approve in writing any substitution of subconsultants.

12. SAFETY.

A. **CONSULTANT** shall comply with OSHA regulations applicable to **CONSULTANT** regarding necessary safety equipment or procedures. **CONSULTANT** shall comply with safety instructions issued by **TOWN** Safety Officer and other **TOWN** representatives. **CONSULTANT** 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, **TOWN** has determined that such areas are within the limits of the project and are open to public traffic. **CONSULTANT** shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. **CONSULTANT** 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 Agreement, shall contain all of the provisions of this Article.

D. **CONSULTANT** must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

13. INSURANCE.

A. During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of two million (\$2,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage.

2. An automobile liability insurance policy, for owned, non-owned, and hired vehicles, in the minimum amount of one million (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of **CONSULTANT**'s performance of services under this Agreement.

B. The insurance coverage required of **CONSULTANT** in Subparagraph A above, shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury.

2. Except for professional liability insurance, the insurance policies shall provide in their text or shall be specifically endorsed to name **TOWN**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies, and to provide that the insurance shall be primary with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN**'s insurance or coverage for any contribution.

3. **CONSULTANT** shall provide to Town's Project Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) text from the insurance policies or the endorsements as specified in Subparagraph B(2).

4. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to Town's Project Manager.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The insurance shall be approved as to form and sufficiency by Town's Project Manager and the Town Attorney.

C. If it employs any person, **CONSULTANT** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONSULTANT** and **TOWN** against all liability for injuries to **CONSULTANT**'s officers and employees.

D. Any deductibles or self-insured retentions in **CONSULTANT**'s insurance policies must be declared to and approved by the Town's Risk Manager and the Town Attorney. At **TOWN**'s option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN**'s satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

14. INDEMNIFICATION.

A. Except as provided in Subparagraph B., **CONSULTANT** shall indemnify, release, defend and hold harmless **TOWN**, its officers, employees, and agents against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of or resulting in any way, in whole or in part, from any acts or omissions, intentional or negligent, of **CONSULTANT** or **CONSULTANT**'s officers, agents and employees in the performance of their duties and obligations under this Agreement.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless **TOWN**, its officers, employees, and agents against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, that arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of **CONSULTANT** or **CONSULTANT**'s officers, agents and employees in the performance of its duties and obligations under this Agreement.

C. **CONSULTANT** shall defend, with counsel acceptable to **TOWN** and at **CONSULTANT**'s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the paragraphs above that may be brought or instituted against **TOWN** or its officers, employees or agents. **CONSULTANT** shall pay and satisfy any judgment, award or decree that may be rendered against **TOWN** or its officers, employees, and agents as part of any such claim, suit, action or other proceeding. **CONSULTANT** shall also reimburse **TOWN** for the cost of any settlement paid by **TOWN** or its officers, employees, or agents as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for **TOWN**'s attorney's fees and costs, including expert witness fees. **CONSULTANT** shall reimburse **TOWN** for any and all legal expenses and costs incurred in enforcing the indemnity herein provided. **CONSULTANT**'s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the **TOWN**, its officers, employees or agents.

15. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE.

A. During the performance of this Agreement, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law. **CONSULTANT** must give consideration to Disadvantaged Business Enterprise (“DBE”) firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information.” **CONSULTANT** shall utilize the DBEs listed in its proposal, and shall not terminate or replace a DBE except as provided in the applicable federal regulations. If a DBE subconsultant is unable to perform, **CONSULTANT** must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

B. **CONSULTANT** has reviewed Notice to Proposers DBE Information, which is attached as Exhibit 10-I and agrees to comply with the terms of the Standard Agreement for Sub CONSULTANT/DBE Participation, which is attached as Exhibit 10-J.

16. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO TOWN: Garrett Toy
Project Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

TO CONSULTANT: Nader Tamannaie, PE
Project Director
California Infrastructure Consultancy, Inc.
930 Alhambra Boulevard, Suite 220
Sacramento, CA 95816

17. INDEPENDENT CONSULTANT.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent **CONSULTANT**, and not as employees of **TOWN**. **CONSULTANT** and **TOWN** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent **CONSULTANT** and

not that of an employee of **TOWN**.

18. STATEMENT OF COMPLIANCE.

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

B. During the performance of this Agreement, **CONSULTANT** and its subconsultants 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. **CONSULTANT** and its subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **CONSULTANT** and its subconsultants 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 Contract by reference and made a part hereof as if set forth in full. **CONSULTANT** and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

19. DEBARMENT AND SUSPENSION CERTIFICATION.

A. **CONSULTANT**'s signature affixed herein and to Exhibit C, Fiscal Year 2013/2014 California Department of Transportation Debarment and Suspension Certification, shall constitute a certification under penalty of perjury under the laws of the State of California, that **CONSULTANT** has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", 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 **TOWN**.

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

C. Exceptions to the Federal Government Excluded Parties List System maintained by

the General Services Administration are to be determined by the Federal Highway Administration.

20. EVALUATION OF CONSULTANT.

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

21. STATE PREVAILING WAGE RATES; LABOR CERTIFICATION.

A. **CONSULTANT** shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this Agreement if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the **TOWN** offices. **CONSULTANT** shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services under this Agreement, and subject to prevailing wage, available to interested parties upon request, and shall post copies at **CONSULTANT**'s principal place of business and at the project site. **CONSULTANT** shall defend, indemnify and hold **TOWN**, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the prevailing wage laws set forth in California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq.

D. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the **CONSULTANT** and all applicable subconsultants must be registered with the Department of Industrial Relations. If applicable, **CONSULTANT** shall maintain registration for the duration of the project and require the same of any subconsultants. The project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be **CONSULTANT**'s sole responsibility to comply with all applicable registration and labor compliance requirements.

E. By its signature hereunder, **CONSULTANT** certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services.

22. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **TOWN** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **TOWN** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

23. EQUIPMENT PURCHASE.

A. Prior authorization in writing by the Town's Project Manager shall be required before

CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or **CONSULTANT** services. **CONSULTANT** 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 **CONSULTANT**'s Cost Proposal and exceeding \$5,000 prior authorization by the Town's Project 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 Agreement is subject to the following: **CONSULTANT** 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, **TOWN** shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, **CONSULTANT** may either keep the equipment and credit **TOWN** 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 **TOWN** procedures; and credit **TOWN** in an amount equal to the sales price. If **CONSULTANT** elects to keep the equipment, fair market value shall be determined at **CONSULTANT**'s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by **TOWN** and **CONSULTANT**, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **TOWN**." 2 CFR Part 200, et. seq. requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

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

24. OWNERSHIP OF DATA.

A. Ownership and title to all reports, documents, plans, specifications, estimates and data produced as part of this Agreement ("Documents and Data") will automatically be vested in **TOWN** upon payment therefor; and no further agreement will be necessary to transfer ownership to **TOWN**. **CONSULTANT** shall furnish **TOWN** all necessary copies of the Documents and Data needed to complete the review and approval process.

B. This Agreement creates a non-exclusive and perpetual license for **TOWN** to copy, use,

modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data.

C. **TOWN** shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of the project covered under this Agreement, or another project. Notwithstanding the foregoing, **CONSULTANT** shall not be liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by **TOWN** of the machine-readable information and data provided by **CONSULTANT** under this Agreement; further, **CONSULTANT** is not liable for claims, liabilities, or losses arising out of, or connected with any use by **TOWN** of the project documentation on other projects. **CONSULTANT** shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the **TOWN** upon completion, suspension, abandonment or termination. **CONSULTANT** shall not be responsible or liable for any revisions to the Documents & Data made by any party other than **CONSULTANT**, a party for whom the **CONSULTANT** is legally responsible or liable, or anyone approved by the **CONSULTANT**.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. **TOWN** may permit copyrighting reports or other Agreement products. If copyrights are permitted; the Agreement shall provide that the Federal Highway Administration 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.

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

25. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to **TOWN**'s operations, which are made available to —**CONSULTANT** in order to carry out this Agreement and all Documents and Data generated hereunder, shall be held confidential and shall be protected by **CONSULTANT** from unauthorized use and disclosure, and shall be used only for purposes of completing the services.

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

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

D. **CONSULTANT** shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by **TOWN**, and receipt of **TOWN**'s written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by **CONSULTANT** to any entity other than **TOWN**, unless permitted by **TOWN**.

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

26. **CONFLICT OF INTEREST.**

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

B. **CONSULTANT** 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 Agreement, shall contain all of the provisions of this Article.

27. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.**

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

28. **PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING.**

A. **CONSULTANT** 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 **CONSULTANT** 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; **CONSULTANT** 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 Title 31, US. Code Section 1352. 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. **CONSULTANT** also agrees by signing this Agreement 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 subconsultants shall certify and disclose accordingly.

29. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

30. DISPUTES.

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

B. Not later than 30 days after completion of all work under the Agreement, **CONSULTANT** may request review by **TOWN** Manager 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 **CONSULTANT** from full and timely performance in accordance with the terms of this contract.

31. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code Section 10296, **CONSULTANT** 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 **CONSULTANT** within the immediately preceding two-year period, because of **CONSULTANT**'s failure to comply with an order of a federal court that orders **CONSULTANT** to comply with an order of the National Labor Relations Board.

32. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

33. NO THIRD PARTY BENEFICIARIES.

TOWN and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

34. ENTIRE AGREEMENT – AMENDMENTS; SEVERABILITY.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between **CONSULTANT** and **TOWN**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by **CONSULTANT** and **TOWN**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference,

the terms and conditions of this Agreement shall control.

F. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

35. TOWN BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **TOWN** business license as required by the Fairfax Municipal Code. **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **TOWN** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **TOWN** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

31. APPLICABLE LAW; VENUE.

The laws of the State of California shall govern this Agreement. Venue shall be in Marin County.

32. SURVIVAL.

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT FOR CONSULTING SERVICES**


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

TOWN OF FAIRFAX




Garrett Toy, Town Manager

CONSULTANT

By: 

Name: Nader Tamannaie, PE
Title: President

ATTEST:



Michele Gardner, Town Clerk

APPROVED AS TO FORM (optional):

Janet Coleson, Town Attorney

EXHIBIT A
SCOPE OF WORK



PHASE 1 SCOPE OF SERVICES

The Project Phase 1 will start with a limited scope and budget relative to those needed for the full Preliminary Engineering (PE) phase. A detailed project cost will be submitted to accompany the current Phase 1 scope. The goal in Phase 1 will be to conclude the Bridge Type Selection process and accomplish additional project tasks, described below, as allowed by the initial budget. During this phase, CIC will demonstrate to Caltrans the need for additional dollars and apply for them as soon as possible to continue seamlessly and complete the entire PE phase of the project.

The complete scope of services for the entire PE phase of the project begins on the following page (Page 2). For Phase 1, the scope of services will be limited, according to the premise noted above, as follows:

Task 1 – Project Management and Organization

The project will be managed as described on page 2 through the Bridge Type Selection process. Additionally, project management will apply to other project tasks described below.

Task 2 – Environmental Studies and Permits

All environmental studies shown on pages 2 – 6, including those by the second tier subconsultants for air, noise, cultural resources and historic resources, will be conducted. However, the CEQA Traffic Memo and permit applications will not be started and the environmental subconsultant's management of its portion will be commensurate with the studies implied above.

Task 3 – Public Outreach

The scope shown on pages 6 and 7 apply except only one public workshop will be held and efforts such as press releases, internal coordination, etc., will be limited to those needed for the first workshop. Updates will continue to be posted on the project web site.

Task 4 - Topographic Mapping, Aerial Photogrammetry, Surveys and ROW Base Mapping

The scope for this task will remain exactly as shown

on pages 7 and 8.

TASK 5 - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN

The scope of services will be as shown on pages 8 and 9, except that submittal of the final Geotechnical Report will be deferred until Phase 2.

Task 6 – Utility Investigations and Coordination

The task will proceed as described on pages 9 and 10, except that utility relocation designs will not be started until Phase 2.

Task 7 - Stream Hydrologic and Hydraulic Analysis

The scope shown on pages 10 and 11 will be implemented except the Location Hydraulic Study Report will be deferred until Phase 2.

Task 8 - Stream Geomorphology

The scope of this task will be limited to consultations needed in Phase 1 and commensurate with the subconsultant's budget allocated for this phase.

Task 9 - Traffic Analysis

The subconsultant's scope is as shown on pages 11 and 12, except the CEQA Traffic Memo consultations will be deferred until Phase 2.

Task 10 - Civil and Structural Design

This task will be limited to the work noted on pages 12 and 13 for "Subtask 10.1 - 30% Design Submittal." However, the architectural deliverables will be those needed for the first public workshop only.

Task 11 - Bidding Assistance

Task 12 – Services During Construction

These two tasks are deferred until Phase 2 and the subsequent construction period, respectively

Deliverables

The deliverables will be according to the table shown on pages 16 and 17, except as needed for the Phase 1 tasks noted above.



TASK 1 - PROJECT MANAGEMENT AND ORGANIZATIONAL LOGISTICS

Task 1.1 Project Management and Organization –

The Project is replacing the existing Azalea Avenue Bridge in Fairfax. The scope of work below does not necessarily reflect the order of work. The schedule presented in this proposal will outline the chronology of the tasks. We have divided the work scope for the PE phase into 12 major Tasks, including Services During Bid and Construction, all of which are essential to running the project. The deliverables have been shown in a complete matrix at the end of this *Scope of Services*. CIC will provide a complete, turnkey handling of the project and will be available to not only fulfill its technical requirements, but to assist the Town with most of its administrative project tasks. At the outset, CIC will produce the *Project Instructions Manual (PIM)*, spelling out the details of our proactive project management plan, with activities that cover, but are not limited to, the following:

- **Project Charter Meeting.** Hold a comprehensive project kick-off meeting and invite the Town officials, the County Flood Zone 9 staff and CIC team members. Brief presentations will be made and copies of the PIM will be distributed.
- **Project Team Meetings.** To be held on a regular basis; CIC will provide agenda, to-do list, issues, actions and deadlines.
- **Project Delivery.** The team will proceed with Project Manager being the single point of contact for delivery, quality control, schedule and budget.
- **Correspondence.** Maintain organized electronic and hard-copy files for turning over to Fairfax at the end of the project.
- **External Presentations.** Strategize events with Fairfax - prepare, designate presenters and run events smoothly. CIC will coordinate with Nelson\Nygaard on the contents of the project website.
- **Change Management.** Anticipate project

change in advance, evaluate its ramifications, report impact to the Town, and adapt to it.

- **Quality Assurance and Quality Control.** Implement the independent check, Senior Review, and constructability review, as well as QA/QC by subconsultants.
- **Invoicing.** Invoice monthly, regularly and accurately so Fairfax can invoice Caltrans in a timely manner.
- **Assist Fairfax with Project Administrative Tasks.** Prepare supplemental funding applications; address Town compliance requirements; assist with Caltrans invoicing, Caltrans Status Reports and utility and ROW certifications; draft memos and letters on behalf of the Town; maintain e-mail and other electronic files; and create and maintain a project filing system for future audits.

Task 1.2 Initial Field Activities - Upon the Notice to Proceed, CIC will begin scheduling the initial field activities necessary to move forward, such as mapping, aerial photogrammetry, field surveys, ROW research and geotechnical investigations. These activities are described in detail in the ten tasks of this scope of services.

Task 1.3 Site Review and Research Data – A site review of the bridge will be an early order of business. Photos and notes will be taken. Items to be researched for use by the subconsultant are listed with the specific scope of their work in this proposal. Field observations include:

- Document the bridge through notes, sketches and photographs
- Look for private driveways and property line fences
- Document all overhead and underground utilities
- Look for construction access and storage
- Document the existing signage
- Visualize the new bridge in its location and determine any obstacles that may be in the way



- Document birds' nests and animal species found around the bridge; note schools, parks, historic sites, and residences and at the site.

TASK 2 - ENVIRONMENTAL STUDIES AND PERMITS

In general, to maintain cost efficiency during the environmental studies, it is assumed that Technical Studies will be utilized concurrently for CEQA and NEPA. Economy of scale is reflected in the budget for Task 2 based on our experience on other recent Fairfax Bridge projects. We have included current permit application fees for the various agencies in our budget proposal submitted separately.

Task 2.1 Biological Studies Including Wetlands - Kelly Biological Consulting (Kelly) and WRA will prepare a Natural Environment Study (NES) report for Azalea Bridge based on existing resource information and field studies. The NES will include a description of existing conditions and measures to avoid and minimize potential impacts to the biological resources. It will address species protected by federal and state regulation, including NEPA and CEQA. The field studies that will be conducted include Special-Status Plant Habitat Assessment, Plant Community Characterization and Mapping, Noxious Weed Survey, Wetland Delineation, Special-Status Wildlife Habitat Assessment, Fish Habitat and Biological Assessment, and Essential Fish Habitat Evaluation.

Kelly will coordinate with California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), NOAA Fisheries (NMFS), and Caltrans biologists. Kelly will prepare one draft version of the NES for the Town to review. The revised NES will then be submitted to Caltrans for review. It is assumed that Caltrans will provide one set of comments. Those comments will be addressed and a final NES submitted to the Town and Caltrans. Then a "Not Likely to Adversely Affect" (NLAA) Report or Biological Assessment (BA) Report, for federally protected fish will be prepared, provided to the Town for review, revised based on the Town's comments, and submitted to Caltrans.

Wetland and Related Permitting - Kelly will assist the Town with obtaining the required resources agencies permits for geotechnical drilling in the creek bed, as well as bridge construction. Permit applications will be prepared in the Joint Aquatic Resource Permit Application (JARPA) format. Kelly will prepare a draft version of the permit applications for review by the Town, then revise and finalize the draft applications based on the comments received from the Town.

Section 404 of the Clean Water Act (CWA) Permit. As part of the geotechnical drilling and the bridge construction JARPAs, Kelly will prepare U.S. Army Corps of Engineers (ACOE) Pre-Construction Notifications (PCN). The PCNs will include a copy of the delineation of waters of the United States. It is assumed that a nationwide permit will be sufficient, but if the ACOE determines that an individual permit is needed, an additional scope of work and budget will be necessary. The bridge permit application will likely require a conceptual mitigation plan, which will be prepared in draft version for review by the Town. It is assumed that mitigation will be standard and occur on site.

Section 401 CWA Certification. Kelly will prepare a Water Quality Certification application as part of the JARPAs and submit them to the San Francisco Bay Regional Water Quality Control Board (RWQCB) for the geotechnical drilling and the bridge project. Based on the assumption that there will be less than 0.02 acres of impacts for the project, the current application fee of \$1,500 is included in the budget. It is anticipated that the approved CEQA compliance document will be submitted with the RWQCB application package.

Section 1600 Series California Fish and Wildlife Streambed Alteration Agreement. Kelly will prepare a Streambed Alteration Agreement application as part of the JARPA. The current fee of \$5,833 (\$921 for the drilling and \$4,912 for the bridge) is included in the budget. Similar to the RWQCB, Kelly will send a copy of the approved CEQA compliance document to CDFW with the application package.



2.2 CEQA and NEPA Studies and Permits- The signed Caltrans Preliminary Environmental Studies (PES) form has determined that the project qualifies for a NEPA Categorical Exclusion (“CatEx” or “CE”) with technical reports. Given the proposed project’s potential impacts to wetlands/stream, special-status species, cultural resources, water quality and noise, a CEQA Categorical Exemption will not necessarily apply and an Initial Study/Mitigated Negative Declaration (IS/MND) will likely be required instead.

WRA will complete the following tasks to ensure CEQA/NEPA compliance:

Project Description Development. The project description will be developed as early in the process as possible. WRA will review the initial project description and additional relevant materials provided by the team and help refine them to coordinate the workflow for the CEQA/NEPA process.

NEPA Categorical Exclusion (CatEx) and Technical Studies. Based on the signed PES form, a CatEx shall be prepared for the project. WRA will assist in the preparation of the required CatEx technical reports in accordance with the format and content requirements mandated by the PES form recently completed by WRA and Caltrans.

On behalf of the Town, WRA will forward technical reports to Caltrans District Local Assistance Engineer (DLAE) for review and comment. When completed and sufficient, District Senior Environmental Planner (SEP) will initiate informal/formal consultations with appropriate resource and regulatory agencies. Upon completion of informal/formal consultations, the SEP will complete a CatEx for the project.

CEQA Initial Study/Mitigated Negative Declaration Kickoff. WRA will kick off the environmental review process for the Project Charter Meeting with the team by:

- Collecting all relevant reports and drawings
- Discussing the desired format of the IS/MND
- Discussing the proposed project

- Resolving issues regarding overall assumptions
- Identifying other key town contacts
- Discussing overall communication protocols

WRA will attend up to three meetings for the project. WRA staff will review all available project-related documentation, including, but not limited to: site plans, applicable similar reports, and the Town’s environmental review requirements.

Administrative Draft Initial Study/Mitigated Negative Declaration. WRA will prepare an Administrative Draft Initial Study for the project utilizing the current version of the State CEQA Guidelines, as well as any Town-approved Thresholds of Significance.

The Initial Study will evaluate the potentially significant impacts as the project relates to the Environmental Checklist Form of the State CEQA Guidelines. The analysis in the Initial Study will consider information contained in existing technical reports, as well as the PES and associated technical studies, relevant regulations and policies, and other applicable information obtained by WRA staff. This includes all of the technical studies to be prepared for the project, including, but not limited to: Air Quality, Biological Resources, Cultural Resources, Geotechnical, Geomorphology, Greenhouse Gas Emissions, Hydrology, Noise, and Traffic. WRA will address all of the Town’s comments on the Administrative Draft IS/MND. It is assumed that the Town will only require one round of comments on the revised Administrative Draft IS/MND.

Upon approval of the Screencheck Draft IS/MND, WRA will reproduce up to fifteen hardcopies of the Draft IS/MND and Appendices for the public review circulation period and will assume responsibility for circulating the documents to applicable agencies and interested parties. Fifteen copies of the Summary Form, fifteen CDs of the entire IS/MND package, the Notice of Intent (NOI), as well as the Notice of Completion (NOC), will be sent to the State Clearinghouse. If required, the Town will be posting the NOI in the Marin Independent Journal. Additionally, WRA will coordinate with the Town in providing web-ready documents for publication on



the Town's website, if needed.

Following completion of the 30-day public review period, WRA will respond to any agency and/or public comments submitted on the Draft IS/MND and prepare the Final IS/MND. The extent of work necessary to complete the Final IS/MND is contingent upon the number and nature of public comments received. WRA will circulate the Final IS/MND to all agencies that commented on the Draft IS/MND. WRA will also be responsible for the preparation and filing of the Notification of Determination (NOD) with the Marin County Clerk within five days of project approval. This proposal also includes costs for all required filing fees, including the CDFW filing fee of \$2,210.50 and the \$50 filing fee with the County Clerk. In addition, this scope includes the preparation of Mitigation Monitoring and Reporting Program (MMRP) for the IS/MND.

Air Quality and Greenhouse Gas (GHG) Emissions Reporting. Illingworth and Rodkin (I&R) will take the lead on completing documentation for air quality and greenhouse gas emissions. The project site is located in the San Francisco Bay Air Basin and is under the jurisdiction of the Bay Area Air Quality Management District. These types of projects are exempt from the requirement of an air quality conformity determination. Neither an air quality technical study nor a mobile source air toxics analysis is required. The following tasks will be completed:

- *Construction Air Quality Impacts* - This will be addressed qualitatively, focusing on identifying appropriate control measures to reduce PM₁₀ from dust generation. Where necessary, the Roadway Construction model developed by the Sacramento Metropolitan Air Quality Management District will be utilized to predict exhaust emissions.
- *Climate Change* - Following the Caltrans Guidelines, I&R will provide a discussion of the effects of the project's operational and construction impacts on climate change.

- *Prepare Air Quality Report* - An air quality technical report would not be required. A memo will be prepared using appropriate Caltrans format and will address the FHWA/Caltrans requirements, as well as local CEQA criteria. WRA will incorporate this information into the environmental documents.

Cultural Resources Document Completion. WRA will create an Area of Potential Effects (APE) map in consultation with JRP Historical (JRP) and Far Western. JRP and Far Western will complete documentation for historic and archaeological resources. Compliance with Section 106 is being carried out with Caltrans's regulatory responsibilities. Cultural documents will be prepared following Caltrans guidelines as outlined in the Standard Environmental Reference (Volume 2). The project is not anticipated to be a screened (exempt) undertaking per the Caltrans Section 106 Programmatic Agreement (PA). Project efforts will be used to support CEQA compliance and Section 106 documentation will be submitted to Caltrans.

JRP will send letters regarding the project to, and collect responses from, parties interested in historic architectural resources. Far Western will conduct all necessary initial consultation with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, plus facilitate government-to-government communication between federally recognized Native American tribes, Caltrans, and the Town.

Far Western will prepare an Archaeological Survey Report (ASR) and, if necessary, an Extended Phase I plan and Extended Phase I report (this latter effort would require additional budget). These reports will develop environmental and cultural contexts for the region; document records search findings (including previous cultural resource identification and evaluation efforts within the project area); consultation efforts with the Heritage Commission and local Native American groups/individuals; and field methods and results. Far Western will share the results of the Information Center records search with JRP.



JRP will prepare a Historical Resources Evaluation Report (HRER) and will include appropriate Department of Parks and Recreation (DPR) 523 forms to survey and evaluate properties adjacent to the subject bridge. The bridge was previously determined not eligible for listing in the National Register of Historic Places (NRHP) and does not require re-evaluation. It is anticipated that up to three properties adjacent to the bridge will be included in the APE and will require evaluation. Far Western will prepare the Historic Property Survey Report (HPSR) with JRP's assistance, summarizing the overall study findings.

If the project is in a high sensitivity area, a coring program should be implemented to ensure that buried archaeological deposits will not be affected by the project. JRP and Far Western will visually inspect and photograph the resources in the APE. Surveys will cover all safely accessible sides of the bridge, the bridge approaches, construction lay-down areas, any potential roadway realignments, road detour areas, and all other areas which may encounter ground-disturbing activities. The crew will record any undocumented resources; revisit and, if necessary, update any previously recorded resources in the project area; and use GPS equipment for precise locational mapping.

Noise Report. I&R will take the lead on completing documentation for potential noise-related impacts. The proposed bridge replacement project does not meet the definition of a Type I project, and a Noise Study Report would not be required. It is assumed that noise and vibration from project construction will need to be evaluated. The following scope of work is proposed to complete the NEPA and CEQA noise analysis. I&R will identify sensitive receptors; quantify noise and vibration from major construction activities, including pile driving; establish appropriate significance thresholds and assess noise and vibration impacts; and recommend measures to mitigate the impacts.

The key component of the study will be an assessment of the noise and vibration resulting from pile driving or drilled piers and other noise generating activities during construction.

Hydroacoustic sound levels will be submitted to Kelly Biological Consulting and WRA wildlife biologists to assess impacts to any protected biological resources potentially affected by noise. The impacts of vibration will be assessed against appropriate criteria for construction vibration established by Caltrans and other agencies. If significant noise or vibration impacts are identified, mitigation will be recommended.

TASK 3 - PUBLIC OUTREACH

Task 3.1 Targeted Communications - The replacement of the Azalea Avenue Bridge will especially be of interest to adjacent residential neighbors on Azalea Avenue between Arroyo Road and Spruce Road, for whom this bridge is a primary point of access and a familiar local fixture. Residents close to the bridge, and local pedestrian and bicycle advocates alike, will appreciate being informed of the nature of the work and construction impacts.

Our project team will visit the area surrounding Azalea Avenue Bridge, to note potentially affected residences and identify key stakeholders. Fact sheets, discussed in more detail below, will be delivered to all residences and businesses within a half-mile radius of the bridge at each project phase. We will develop lists of key stakeholders in partnership with the Town, maintain contact with individuals, and have smaller group meetings.

Personalized Public Outreach. Direct contact between the project management team and key neighborhood stakeholders is the most effective way to address community concerns and build a coalition of support. Our project team will connect with individuals and groups in the neighborhood via e-mail early in the project timeline. This informal approach identifies key questions and concerns prior to discussion in a public forum, allowing for issues to be resolved as they arise. We will keep a log of stakeholders' interests and develop targeted materials to address their concerns. An active and responsive outreach approach works best when the outreach and technical teams are fully integrated. Stakeholder questions at every stage of the project will be addressed by the outreach team and



members of the engineering team, as necessary.

Task 3.2 Public Information - Information for the general public will be developed in a number of formats and made readily accessible to everyone in Fairfax, including Town staff. Our plan to reach the public will include:

Web Site Development. We will build on the existing Fairfax Bridges website, which will frame the Azalea Bridge work as consistent with ongoing efforts for other local bridge replacements. Fact sheets and other information will be available for each project milestone, along with project team phone and e-mail contact information. Visitors to the website will be able to register for the project mailing list, access copies of all public documents, make comments, and interact with the project team. We will add historic photographs and other images relevant to the bridge projects. We will develop and maintain the website and supporting materials ongoing, to minimize the impact on Fairfax IT staff and allow us to make updates in real time.

Project Fact Sheets and Newsletters. Early in the process, we will prepare a project fact sheet for the Azalea Avenue Bridge, to be shared with all neighbors within a set radius of the project. The fact sheet will describe the bridge, its current condition, reasons for the required replacement, project funding, and an outline of the bridge replacement schedule. Fact sheets will be updated at each stage of the project to keep neighbors and interested public informed of progress. These will be sent to the project mailing list, made available at all project meetings and posted on the website. We will also identify public sites, such as libraries, local businesses, and community posting bulletin boards, where we can post fact sheets.

Press Management. Our Outreach Coordinator will be the primary press contact for all comments on the project, and will work closely with the project manager and the Town to ensure that the project message is correctly portrayed. We will prepare press releases and press oriented fact sheets at critical points in the project. The project website will also be a resource for press interested in

project background and additional materials. We will ensure that all visual materials are developed with the level of clarity that can be presented in newspaper stories.

Public Open Houses. The public open house meetings will be interactive and provide the public with direct access to the technical team. Each meeting may include a presentation with clear visual materials, either on boards or Power Point. Meeting formats will be developed for interaction, making it easy for the public to voice opinions and access the best person to address their questions. Public input will be gathered from comment cards at the meetings, e-mails, phone calls, and other contact with stakeholders. After each meeting, we will compile a list of "Frequently Asked Questions" along with responses to be posted on the website.

We anticipate two public open house meetings, timed in coordination with the engineering team to provide the best input on their work. The first meeting will take place early in the project timeline, to introduce the Azalea Bridge replacement to the public, define the project needs, and provide an overview of construction and associated impacts. High-level bridge replacement design concepts will be presented to inspire public comment. This meeting will emphasize to neighbors the real benefits of the project, including structural safety, reliability, and creek stability. A second meeting will take place when more advanced design alternatives have been developed. This meeting will provide an update on project status and schedule, inform residents of possible construction impacts and planned mitigation measures, and present a preferred design alternative. Nelson Nygaard will be available for an optional third outreach meeting, if needed.

TASK 4 - TOPOGRAPHIC MAPPING, AERIAL PHOTOGRAMMETRY, SURVEYS AND ROW BASE MAPPING

Oberkamper & Associates will support the design team by providing aerial mapping, ortho-rectified aerial photos, supplemental field surveys and right of way engineering. All work will be performed in accordance with the Caltrans Survey Manual, Code



of Safe Surveys, Safety Manual, and Manual of Uniform Traffic Control Devices.

Task 4.1 Field and Aerial Topographic Surveys and Mapping - The project site will be mapped using photogrammetric methods for the base map. The control will be referenced to the North American Datum (NAD) 83 for horizontal coordinates and to the North American Vertical Datum (NAVD) 88 for vertical values. A minimum of three control points will be clearly located outside the assumed construction area and field-tied to allow for ease of use during construction. Topographic mapping will be prepared at a scale of 1" = 20' with a one-foot contour interval and spot grades meeting National Mapping Accuracy Standards. The estimated limits of the aerial mapping are 200' each side of the bridge along the road, and 200' upstream and downstream of the bridge along the channel.

Due to tree and brush coverage and areas obscured by the existing bridge structure, supplemental field topographic surveys will be necessary to support the design process. These surveys will include a survey of the creek channel and Arroyo Road 100 feet upstream and downstream of the bridge, and Azalea Avenue 200 feet either side of the bridge. These topographic surveys will include existing visible surface utilities, USA utility markings and, for trees within 50' of the existing bridge, tree trunks over 6" in diameter. Storm drain, sanitary sewer structures and inverts, all visible fire hydrants, water valves, and PG&E vaults within the right-of-way (ROW) will be located. The field topographic information will complement the aerial mapping and be merged with it to provide one complete homogenous mapping base file for the site.

Task 4.2 Right of Way Engineering – Record map research, field boundary surveys, landnet analysis and right of way mapping will be conducted in conformance with Chapter 10 of the Caltrans Survey Manual. Title reports will be necessary for all parcels adjacent to the project area. A minimum of three parcels may have easement or right of way impacts at the bridge location. Street right of way and adjacent property lines (landnet) will be shown on the base map based on available public records

and boundary resolution. The base map will contain names of adjacent property owners, as well as Assessor's Parcel Numbers (APN). Existing survey monuments within, or adjacent to, the ROW will be located, to be preserved during construction.

Task 4.3 Map Preparation - Oberkamper & Associates will prepare a hybrid map for the bridge, consistent with Federal and Caltrans Local Assistance Manual requirements for meeting the certification of right of way and use by the right of way agent. It will include base mapping, recorded boundary lines, control points, and easement information.

A Record of Survey will most likely be required and will be prepared in accordance with State law. If requested, plats and legal descriptions for temporary construction easements, utility easements, drainage easements, or right of takes will be prepared as needed in support of the design process. These are optional tasks and are not budgeted for until the extent of this work is known, typically during the 65%-90% phase of design.

Task 4.4 Surveys for the Hydraulic Analysis - Stetson will review the existing HEC-RAS model developed for the Ross Valley CIP study and identify the needs for more detailed topo survey at the vicinity of Azalea Avenue Bridge. Stetson will conduct the surveys, which will include top of banks, additional cross sections, and check surveys for some existing cross sections.

TASK 5 - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN

Geotechnical services will include subsurface exploration, laboratory testing and preparation of a Geotechnical Report geared to the project design. We will notify USA to mark utilities and obtain drilling permits from Marin County. We will obtain an encroachment permit from the Town and anticipate permit fees will be waived.

Task 5.1 Geotechnical Investigation and Laboratory Testing – The services will include subsurface exploration and laboratory testing. We will notify USA to mark utilities and obtain



necessary drilling permits from Marin County. Permits for drilling in the channel will be provided by Kelly, although we will assist with a description of our planned work and a site plan showing the locations. We will obtain an encroachment permit from the Town (if needed) although we anticipate those permit fees will be waived.

We will explore subsurface conditions at the approximate location of each bridge abutment with augered borings (one at each abutment) to depths of about 50 feet, or refusal if hard rock is encountered. These borings will be performed with a truck rig in the street so signage and traffic control will be provided. We expect to keep at least one traffic lane open during our work. We will also drill four borings in the creek using portable drilling equipment as a basis for our foundation recommendations for the new wing walls. These borings will extend to depths of about 25 feet, or refusal in hard rock, if encountered. All borings will be grouted shut or backfilled according to permit requirements in the creek.

During the drilling, we will obtain representative samples for laboratory testing. We will measure water levels and backfill the borings upon completion. Laboratory testing will include moisture density, strength, R-value, corrosion and other pertinent tests.

Task 5.2 Geotechnical Investigation Report - Based on the subsurface exploration and laboratory testing, we will develop preliminary geotechnical design criteria for foundations, including recommendations for cast-in-drilled-hole (CIDH) piles, which are judged the most likely alternative at this time. We will select an acceleration response curve and other criteria based on Caltrans' Seismic Design Criteria (SDC) Version 1.7.

We will prepare a brief design memo with preliminary foundation recommendations for the bridge and retaining walls/abutment walls in the creek upon completion of our subsurface exploration and laboratory testing. As project design becomes further advanced, we will prepare a detailed design report (our Task 5.3) including Caltrans-format boring logs, our laboratory test

data, and recommendations for the items described above.

The services in this Task will include preparation of a Geotechnical Design Report that will be used by others on the team for final structural and civil design. We will prepare geotechnical design criteria for foundations with recommendations for CIDH piles, although we can also provide criteria for other foundation options the project's Structural Engineer wishes to evaluate, such as torque-down and driven piles. We will discuss seismicity and provide response criteria based on Caltrans' SDC Version 1.7.

For the bridge abutments and roadways, we will discuss site grading, retaining wall lateral pressures, material qualities, backfill methods and compaction and paving thicknesses for various Traffic Indexes (Tis). We will specifically discuss lime treatment as a method to "winterize" the site (if needed) and to decrease the pavement section.

For the bridge wingwalls, we will prepare design criteria for foundations, lateral active and passive pressures, geotechnical drainage requirements and other details.

Task 5.3 Consultation and Plan Review - As project plans are nearing completion, we should review them to confirm that the intent of our recommendations has been incorporated. We will also be available for consultation if the project design changes or if additional geotechnical items are required.

As an optional task, Miller Pacific will be prepared to provide geotechnical services during construction.

TASK 6 - UTILITY INVESTIGATIONS AND COORDINATION

Task 6.1 Utility Surveys, Notification and Coordination – A field review will be conducted to document all utilities in the area that are either attached to the bridge or located in the anticipated construction zone. Project plans will be provided to utility agencies for identifying and marking locations of their existing facilities or new ones to be installed in the future bridge. Once existing



utilities have been located and marked, Oberkamper & Associates will survey the marked alignments and incorporate this information into the project base topographic mapping.

Task 6.2 Utility Relocations - Coordination with the utility agencies for the relocation and/or protection of conflicting utilities, and preparation of utility agreements will, be continued. It is anticipated that during the course of the project a total of three meetings will be held with each of the various utility agencies.

TASK 7 - STREAM HYDROLOGIC AND HYDRAULIC ANALYSIS

The hydrologic and hydraulic analysis will consider the following six scenarios to assist in the design of the replacement bridge:

- I. Existing condition
- II. Proposed replacement bridge only condition
- III. Proposed replacement bridge under the 10-Year Work Plan condition
- IV. Proposed replacement bridge under the CIP condition
- V. Proposed replacement bridge under the 10-Year Work Plan without the detention basins condition
- VI. Proposed replacement bridge under the CIP without the detention basins condition

Accordingly, the following hydrologic, hydraulic, and scour analyses will be conducted for the above scenarios.

Task 7.1 Hydrologic Analysis – The recently installed stream stage gage in Fairfax Creek (installed in 2007) does not have a long enough period of recording annual peak flows to perform a reliable flood frequency/probability analysis. Stetson will use the HEC-HMS hydrologic modeling method to determine flood frequency/probability for various return intervals (e.g., 50-year, 100-year flood). Stetson will compare its HEC-HMS model results with those of FEMA's model and use the most appropriate results to estimate the peak flows at the bridge site for various return intervals. The

following approach will be used to estimate the peak flows for different return intervals:

- Using the calibrated HEC-HMS model, calculate the flow ratio at the bridge site by dividing the peak flows at the bridge site by the peak flow at the Ross stream flow gage.
- Multiply the Flood Frequency Analysis peak discharges at the Ross stream flow gage by the flow ratio at the bridge site to obtain the peak flows for the different recurrence intervals.
- Conduct HEC-HMS modeling to determine the peak flows at the bridge site for the scenarios with detention basins.

Task 7.2 Hydraulic Analysis - Stetson will perform hydraulic analysis using the existing HEC-RAS hydraulic model developed for the Ross Valley CIP study to determine the design flow characteristics for the existing condition and the new bridge under different scenarios. Prior to the hydraulic analysis, Stetson will refine the existing HEC-RAS model using more detailed topo survey data in the bridge vicinity. It is anticipated that iterative hydraulic analysis will be needed to arrive at the most appropriate bridge design to achieve the best hydraulic performance under the site constraints.

Task 7.3 Bridge Scour Analysis and Countermeasure Design - Stetson will perform a bridge scour analysis using HEC-RAS to determine the scour potential for the replacement bridge. Stetson will coordinate with Geomorph and make design recommendations on the need for scour countermeasures at the bridge site. The results from the scour analysis will be included in the Hydrology and Bridge Hydraulics Report.

Task 7.4 Hydrology and Bridge Hydraulics Report - Stetson will prepare a Hydrology and Bridge Hydraulics Report for Azalea Bridge replacement. This report will present the design hydrologic and hydraulic characteristics for both the existing bridge and the proposed replacement bridge, while verifying whether the proposed replacement bridge meets bridge design hydraulic criteria. It will also present the bridge scour potential and recommend scour countermeasures. The report will include the



detailed hydraulic model output results along with appropriate hydrology information used as the model input.

Task 7.5 Location Hydraulic Study Report - Stetson will prepare a Location Hydraulic Study Report for Azalea Bridge replacement. The report will document the hydrologic and hydraulic information required on the Caltrans Location Hydraulic Study Form and provide the documentation necessary to support findings with regard to floodplain encroachment impacts. Per the requirements of Federal Highway Administration and Caltrans, the following items will be evaluated commensurate with the severity of the risk or environmental impact:

- The risks to life or property associated with implementation of the action
- The impacts on natural and beneficial floodplain values
- The support of probable incompatible floodplain development
- The measures to minimize floodplain impacts associated with the action
- The measures to restore and preserve the natural and beneficial floodplain values impacted by the action
- The practicability of alternatives to any significant encroachment;
- The practicability of alternatives to any longitudinal encroachment
- The consistency with existing watershed and floodplain management programs.

Task 7.6 Meetings - Stetson personnel will attend two meetings with the project team and one presentation meeting with the Town of Fairfax.

TASK 8 - STREAM GEOMORPHOLOGY

Task 8.1 Design, Permitting, and Implementation Support - Geomorph will develop site-specific design recommendations for bank erosion protection and stabilization structures, and for configuring bridge foundation components for best

protecting aquatic resources at the site. If applicable, Geomorph will recommend and design aquatic habitat enhancement elements consistent with the reach-scale geomorphic design recommendations and ensuring the structures do not conflict with project hydraulic objectives. Geomorph will synthesize past geomorphic assessments with new field observations and measurements and advise the project team on bridge replacement design layout. Geomorph will:

- Field-assist topographic survey of the bed and banks and environmental features for site plan base maps by others
- Assist the project team to develop initial and final designs for scour countermeasures
- Prepare 30%, 65%, 95%, and 100% plans and specifications for certain bank stabilization, erosion protection, and habitat protection and enhancement elements

Task 8.1 General Design, Permitting, and Implementation Support - Geomorph will conduct preliminary field and office research and confer with project team members to steer the bridge type selection and preliminary layout. The goal will be to produce a project that can be supported by the environmental regulatory agencies for using biotechnical and habitat enhancement design features as far as practically feasible.

Task 8.2 Geomorphology Report - Geomorph will prepare a Geomorphology Report documenting design constraints encountered and opportunities realized for the proposed project layout shown in the 30% or later level design plans. The report will contain narrative materials suitable for incorporation in the project description and alternative analysis for NEPA/CEQA documents.

TASK 9 - TRAFFIC ANALYSIS

Input from Parisi Transportation Consulting (Parisi) will relate to traffic, pedestrian, bicycle, and traffic safety related aspects. Parisi will attend the Project Chartering Meeting and up to two public outreach meetings, as well as a combined presentation to the Town Council.



Task 9.1 CEQA Input - Parisi will complete Section XVI of Appendix G of the CEQA Guidelines for the bridge. Parisi will conduct research and prepare draft and final written responses for the following traffic related CEQA questions:

- Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit
- Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads
- Resulting change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks
- Substantially increased hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)
- Resulting inadequate emergency access
- Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities

Task 9.2 Azalea Avenue Two-Way Traffic Analysis - Upon Town direction, Parisi will consider the potential traffic effects if Azalea Avenue were converted from one-way to two-way traffic operations. Parisi will conduct weekday peak hour traffic counts at up to four intersections and estimate the traffic volume changes on up to three roadway segments. Parisi will address potential changes to intersection traffic controls, and recommend channelization changes, as

appropriate. In this task, Parisi will provide an evaluation of the applicable CEQA guidelines.

Task 9.3 Temporary Traffic Handling - Parisi will conduct a study to assess temporary traffic handling routes during construction of the bridge. The study will include an evaluation of alternative routings, traffic volumes, out-of-direction travel, and potential effects along the alternative route. Parisi will review the 30% design plans for items related to transportation.

TASK 10 - CIVIL AND STRUCTURAL DESIGN

The activities defined as Tasks 1 and 2 in the RFP have been described below. Again, the specific scope of relevant environmental, public outreach, mapping and surveying, geotechnical and geomorphic services not appearing below, have been presented earlier in this scope of services.

Task 10.1 - 30% Design Submittal - This submittal will define the geometrics of the roadway at Azalea Avenue by developing layout plans, roadway typical sections, profile grades, Bridge Advance Planning Studies (APS), Bridge General Plan, and Bridge Type Selection Report.

The 30% Design Submittal will include conceptual drawings for the following project elements.

APE Maps. CIC will assist WRA with preparation of APE maps for use in conjunction with environmental and cultural resources studies. The Preliminary Environmental Scoping (PES) form will not be required since it has already been done.

Preliminary Roadway Geometrics. Roadway layout, typical sections and profile plans will be developed. The project will be designed using imperial units, and electronic plan preparation will be in the AutoCAD 2011 platform. The plans sheets for all design submittals will conform to the preferred Town of Fairfax border format.

Design Exceptions. Any design exceptions will be identified and presented to the Town and Caltrans with reasons why the exception is needed and what other alternatives were investigated.

Structural Aesthetic Features. MacDonald Architects will coordinate with the project's bridge engineers



in conceptualizing the design of Azalea Avenue Bridge and all of its related architectural amenities. This work will be illustrated for the Town, stakeholders and community via the following modes: computer renderings, photo montages, and sketches. After a thorough data research and analysis of the engineers' preliminary data, the bridge design team and MacDonald Architects will meet with the Town to brainstorm various design schemes. The next stage will involve generating hand drawn sketches and/or computer renderings of preliminary design alternatives. MacDonald Architects will prepare presentation materials for community group meetings as part of the public outreach program. MacDonald Architects design with a three scale system: 1) pedestrian movement; 2) bike movement; and 3) auto movement. Each movement requires details at different scales.

Bridge Advance Planning Studies. An Advance Planning Study (APS) will be conducted for the bridge to present the optimum bridge types. Up to three viable bridge types, minimizing disruptions and expediting construction, will be presented and the most suitable bridge recommended. The results of geotechnical investigations and hydraulic and geomorphic studies will be reflected in these studies. Conceptual design construction cost estimates will be prepared for each alternative. The APS package will be used to define the bridge work for the environmental process.

Bridge Type Selection. After the preferred bridge is selected, CIC will proceed with the Bridge Type Selection process. A General Plan will be prepared for the preferred structure type showing the proposed structure, foundation type and typical section. A Preliminary Type Selection Memo, including updated bridge cost, will be prepared and distributed to Town, Caltrans and others, as needed.

Bridge Type Selections Meeting. CIC will coordinate and schedule a Type Section Meeting with the Town and Caltrans to discuss the bridge. The goal will be to obtain the approval of the bridge type at the meeting. The meeting minutes and final General Plan sheet will be submitted to the Town of

Fairfax and Caltrans for approval.

Task 10.2 - 65% Plans, Specifications & Estimate (Intermediate PS&E) - This task will be completed after the environmental document has reached a certain level of completion and there is confidence that the ensuing design work will not be jeopardized by changes instigated by the environmental impacts analysis. For the purposes of this proposal, we are labeling the roadway, detour, traffic control, signing and striping, utility, drainage, street lighting, landscape architecture (revegetation) and SWPPP plans as "Civil Plans." One meeting will be held to review comments received on the 30% submittal and determine how each comment shall be addressed. The 65% submittal will further refine the 30% design and incorporate comments received from the review of the 30% Design Submittal package.

Traffic Control Plans. Traffic control plans will be prepared to include all temporary signing and striping, temporary railing, and other traffic control devices. A detour plan will be prepared, as required. Based on the preliminary design concept, an initial study will be prepared identifying potentially significant impacts associated with traffic operations during construction plus any increases in traffic during detours due to the anticipated street closure.

Signing and Striping Plans. Striping and Pavement Delineation plans will be prepared on a skeleton of the base layout plan sheets and include final and temporary traffic lines, pavement markings, channelizers, delineators, object markers, etc. Signs will be shown on the same sheets to depict new and existing signs, as well as those to be removed, relocated, salvaged or modified.

Utility Plans. Preliminary Utility Layout sheets based on information gathered in Task 6 above will be developed including conceptual relocation plans. Conceptual design plans will be developed for any Town-owned facilities that will require relocation.

Drainage Facilities Plans. An analysis will be done to determine drainage needs for the proposed Azalea Avenue Bridge improvements. Preliminary drainage plans will be developed using a 10-year



storm as design criteria. This analysis will determine catch basin locations and pipe sizing needs.

Street Lighting Plans. The need for street lighting at Azalea Avenue Bridge will be analyzed. Lighting, if necessary, will be serviced from existing circuits if adequate capacity is found available. Conduit and wiring will be spliced and extended from the existing service, with pull boxes included for pulling of cables and splices at new fixtures. If the existing service does not have the required ampacity, a new service from the serving electrical utility will be established. All street conduits, wiring and pull boxes will meet local standards and applicable codes. Light lamps will be an efficient LED type with daylight sensors. Light poles will be selected in consultation with the Town if a decorative pole is desired.

Right-of-Way Plans. The existing right-of way, as identified in Task 4, will be shown on the improvement plans. New right-of way takes are not anticipated. Construction easements will also be identified and shown.

Revegetation Plans. WRA will prepare schematic (30% Design) revegetation plans, cross sections and narratives for inclusion in the CEQA/NEPA documents, and permit applications such as CORPS and CDFW. The 30% design submittal will include a draft and final submission. As part of this task, WRA will prepare an estimate of the cost of construction for the 30% design. WRA's scope includes time to conduct a site assessment of the proposed revegetation site, and to prepare one sheet of restoration planting plans and one sheet of irrigation plans for the project. This task includes time to participate in two design coordination meetings with Town staff and the design team.

Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices (BMPs). SWPPPs will be developed based on best management practices for this type of construction work, especially for work around waterways. Details and specifications will be presented for preventive measures and erosion control devices.

Unchecked Bridge Plans. Plans for Azalea Avenue Bridge will be developed based on the civil layout,

staging, hydraulics, topography, and Bridge Type Selection Report recommendations. Aesthetic features for the bridge, such as treatment of concrete surfaces, railings and light fixtures, will be incorporated into the design, where applicable. Upon the completion of this phase of work, the bridge plans will be 100% designed and detailed, and ready for the Independent Check process.

Combined Intermediate Civil & Structural PS&E (65% Design) - Preliminary bridge and civil PS&E for the bridge will be combined and reviewed in-house for quality and consistency of the overall work. The cost estimate will be based on preliminary, unchecked quantities, with unit prices from the latest Caltrans Contract Cost Data publication. The 2015 Caltrans Standard Specifications and Plans will be our standard reference document for the bridge work. All other design work will use the Town's and County of Marin Standard Specifications as the standard reference document. The Intermediate PS&E package will be submitted to the Town for review. Project plans will include Title and Location Map; Layout; Profiles; Typical Cross Sections; Stage Construction; Construction Details; Drainage Layouts; Drainage Profiles; Signing and Pavement Delineation Layouts; Detour/Temporary Traffic Handling; Storm Water Pollution Prevention Plans (SWPPP); Utility Layouts; Revegetation Plans; Electrical Lighting Plans; and the entire set of Bridge Plans.

Task 10.3 - 95% Plans Specifications & Estimate (Draft PS&E)

Civil Plans. One meeting will be held to review comments received on the 65% Submittal and determine how each comment shall be addressed. This submittal will fully develop the civil PS&E package based on the comments received from the 65% Submittal. All components of the design will be defined and shown on the plans. Quantity estimates and cost will be updated and independently checked as a QC measure.

Checked Bridge Plans. An independent check of each design will be performed as part of the QC process. CIC will also prepare two independent sets of bridge quantities take-offs. Bridge special



provisions, specifications, Marginal Estimate of construction costs and Suggested Working Day Schedule will be prepared in Caltrans format. All documents will be signed and sealed by California registered engineers.

Combined 95% (Draft PS&E) Submittal. Checked bridge and civil plans, updated specifications and quantity estimate for the entire project will be combined once again, senior-reviewed as part of our quality control plan, and submitted to the Town. The project cost estimate will be based on the final checked quantities. A meeting will be scheduled with the Town to discuss the submittal and comments.

Task 10.4 - 100% Plans Specifications & Estimate (Final, "Camera-Ready" PS&E) - This task includes preparing the final submittal of the construction drawings and technical specifications to the Town upon addressing the comments received on the 95% submittal. This submittal will contain the final bid documents, signed by the designers and checkers, ready for advertising. The final QA/QC will be done before this submittal. Boilerplate specifications consisting of legal sections and General Conditions will be provided by the Town for incorporation into the construction documents. A Resident Engineer's Pending File, following the Caltrans format, will also be submitted.

TASK 11 - BIDDING ASSISTANCE

CIC will provide assistance with Right-of-Way and Utility Certifications as well as HBP Authorization to Proceed with Construction for the project. The design team will be available to respond to construction-related questions from prospective bidders. The activities may include responding to written questions in a "General Response to Bidders Question," preparing addenda for the contract documents, if required, attending a Pre-Bid Meeting and bid evaluation (if requested).

TASK 12 – SERVICES DURING CONSTRUCTION

The CIC team will be available for engineering services requested by the Resident Engineer (RE) during the construction. These services will

include:

Pre-construction conference. CIC Project Manager will attend a meeting with the Town, the Contractor and others, once the project has been awarded and prior to the start of work.

Review of Shop Drawings. The CIC staff will review shop plans for prestressing and joint seals, and will list any exceptions found for the Contractor's correction and resubmittal.

Responding to Requests for Information (RFIs). CIC will respond to the Contractor's questions communicated through the Resident Engineer (RE) with written memos addressed to the RE. Response to Cost Reduction Incentive Proposal (CRIP), for the benefit of the Contractor, is not included in the scope.

Field Visits. We have scheduled three field visits during the construction period to consult with the Town and the Resident Engineer, as needed.

As-built plans corrections. The project plans will be revised, as necessary, for archiving at the end of the construction period with field input from the RE to reflect the changes made. The corrections can be done either manually or electronically, as desired by the Town.

PROJECT DELIVERABLES

A consolidated list of deliverables is presented on the following two pages based on the scope tasks. Numbers in brackets indicate hard copies submitted. Where the number is not shown, the requisite copies will be provided.



SCOPE OF SERVICES

Scope Task	Deliverables
Task 1	PROJECT MANAGEMENT AND ORGANIZATION <ul style="list-style-type: none"> • Project Instructions Manual (10) • CUFS Binders (1 set) • Minutes of various meetings (1) • Digital Photos (Electronic)
Task 2	ENVIRONMENTAL STUDIES AND PERMITS <ul style="list-style-type: none"> • NES Report; NLAA or BA Reports • JARPA applications (Wetland Delineation, Pre-Construction Notification, RWQCB Certification application, Streambed Alteration Agreement) • Wetland Mitigation Plans, Mitigation Monitoring and Reporting Program • NEPA Categorical Exclusion with Technical Studies • CEQA Initial Study/MND, Draft and Final Versions • Section 106 Documentation, including HPSR, ASR & HRER • Visual Impact Assessment Report • Community Impact Assessment Reports (if needed)
Task 3	PUBLIC OUTREACH <ul style="list-style-type: none"> • Website Maintenance • Mailing List • Fact Sheets • Meeting Announcements and Exhibits • Newsletters • Press Releases
Task 4	MAPPING AND SURVEYING <ul style="list-style-type: none"> • AutoCAD Base Map & Digital Terrain Model (DTM). • Updated Base Map with Design Survey Data. • Copies of Field Notes and Utilities Information • Hybrid Map (24x36) OD Aerial and Ground Surveys • Copies of Title Reports and Deeds • Plats & Legal Descriptions for Easements or Right of Way Takes as-needed (optional)
Task 5	GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN <ul style="list-style-type: none"> • Preliminary and Final Foundation Report (5) • Bridge Log of Test Borings (1 mylar, copies)
Task 6	UTILITY INVESTIGATION AND COORDINATION <ul style="list-style-type: none"> • Utility Markups and Updates (Utility Plans will be included in civil plans)



SCOPE OF SERVICES

Scope Task	Deliverables
Task 7	Stream Hydrologic and Hydraulics <ul style="list-style-type: none"> • Preliminary & Final Hydraulics Report (5) • Cross-section Survey Data • Location Hydraulic Study Report (5)
Task 8	STREAM GEOMORPHOLOGY <ul style="list-style-type: none"> • Geomorphic Assessment and Erosion • Erosion Protection Memo (5)
Task 9	TRAFFIC ANALYSIS <ul style="list-style-type: none"> • CEQA Traffic Studies (included in ED) • Traffic Detour & Staging Report
Task 10	CIVIL AND STRUCTURAL DESIGN <ul style="list-style-type: none"> • Bridge Advance Planning Studies Report • Bridge Type Selection Report (3) • Bridge General Plans (3) • 30%, 65%, 95% and Final Plans (5 sets each) • Bridge Design and Check Calculations (1) • Bridge Independent Check Calculations (1) • Quantity Calculations & Check (1) • Cost Estimates and Summary Forms (12) • RE Pending File (1) • Final Project Specifications (1) • Final Reproducible Plans (1)
Task 11	BIDDING ASSISTANCE <ul style="list-style-type: none"> • Contract Bi d Addenda (if required) • Response to bidder Questions (if required)
Task 12	SERVICES DURING CONSTRUCTION <ul style="list-style-type: none"> • Site Visit Memos • Shop Drawings Review Comments • Response to RFIs • As-built Correction Drawings

EXHIBIT B
FEEs

Town of Fairfax
Summary of Azalea Avenue Bridge PE Phase Hours and Costs

AZALEA AVENUE BRIDGE SUMMARY		CIC	MGE	WRA	Kelly	Parisi	Miller Pacific	Nelson \ Nygaard	OberKamper	Geomorph	MacDonald	Stetson	Total Project
Task 1 - Project Management and Organizational Logistics	Task Total Hours	302	0	24	4	4	0	10	0	0	12	0	356
	Task Cost	\$58,780	\$0	\$3,890	\$560	\$980	\$0	\$1,520	\$0	\$0	\$3,138	\$0	\$68,868
Task 2 - Environmental Studies and Permits (less CEQA)	Task Total Hours	20	0	259	110	0	0	0	0	0	0	0	389
	Task Cost	\$4,300	\$0	\$33,175	\$15,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,875
Task 3 - Public Outreach	Task Total Hours	24	8	0	0	3	0	115	0	0	18	0	168
	Task Cost	\$5,160	\$1,866	\$0	\$0	\$735	\$0	\$13,600	\$0	\$0	\$3,313	\$0	\$24,674
Task 4 - Topographic Mapping, Aerial Photogrammetric Surveys, & ROW Mapping	Task Total Hours	12	0	0	0	0	0	0	178	12	0	46	248
	Task Cost	\$2,580	\$0	\$0	\$0	\$0	\$0	\$0	\$30,650	\$2,160	\$0	\$6,190	\$41,580
Task 5 - Geotechnical Investigation and Pavement Design	Task Total Hours	18	0	0	0	0	58	0	0	0	0	0	76
	Task Cost	\$3,390	\$0	\$0	\$0	\$0	\$7,790	\$0	\$0	\$0	\$0	\$0	\$11,180
Task 6 - Utility Investigations and Coordination	Task Total Hours	84	0	0	0	0	0	0	16	0	0	0	100
	Task Cost	\$12,960	\$0	\$0	\$0	\$0	\$0	\$0	\$3,260	\$0	\$0	\$0	\$16,220
Task 7 - Stream Hydrologic and Hydraulic Analysis	Task Total Hours	18	0	0	0	0	0	0	0	16	0	214	248
	Task Cost	\$3,390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,880	\$0	\$31,414	\$37,684
Task 8 - Stream Geomorphology	Task Total Hours	10	0	0	0	0	0	0	0	8	0	0	18
	Task Cost	\$1,670	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,440	\$0	\$0	\$3,110
Task 9 - Traffic Analysis	Task Total Hours	8	10	0	0	44	0	0	0	0	0	0	62
	Task Cost	\$1,720	\$1,750	\$0	\$0	\$10,780	\$0	\$0	\$0	\$0	\$0	\$0	\$14,250
Task 10 - Civil and Structural Design	Task Total Hours	156	92	0	0	0	0	0	0	0	14,529	0	346
	Task Cost	\$24,260	\$12,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,926
Task 11 - Bidding Assistance	Task Total Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 12 - Services During Construction	Task Total Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$128	\$0	\$0
Project Total Hours		652	110	283	114	51	58	125	194	36	20,980	260	2,011
Project Total Labor Cost		\$118,210	\$15,753	\$37,065	\$15,960	\$12,495	\$7,790	\$15,120	\$33,910	\$6,480	\$0	\$37,604	\$321,367
Salary Escalation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$194	\$0	\$0	\$194
Subconsultants		\$254,595	\$0	\$26,313	\$0	\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$38,813
Sub Markup (10% Max)		\$25,460	\$0	\$2,631	\$0	\$0	\$1,250	\$0	\$0	\$0	\$0	\$0	\$29,341
Permit Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expenses		\$1,400	\$250	\$1,000	\$350	\$0	\$500	\$950	\$5,500	\$0	\$20,980	\$0	\$9,950
Phase 1 Cost for Each Consultant and Total		\$145,070	\$16,003	\$67,009	\$16,310	\$12,495	\$22,040	\$16,070	\$39,410	\$6,674	\$20,980	\$37,604	\$399,665

Task 2.2B CEQA Studies	CIC	WRA, INC		Kelly	Total
Hours	23	45	70	28	143
Cost	\$4,945	\$8,235	\$10,220	\$3,920	\$27,320
Subconsultant Markup (10%)	\$0	\$824	\$1,022	\$392	\$2,238
Total CEQA	\$4,945	\$9,059	\$11,242	\$4,312	\$29,558

EXHIBIT C
FORMS

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the founder and president, and duly authorized representative of the firm of California Infrastructure Consultancy, whose address is 930 Alhambra Boulevard, Suite 220, Sacramento, CA 95816, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

9/7/16

(Date)



(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 12.6%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants 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 Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- 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 subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract 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 a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts 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 Contract. 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 Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

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 Contract 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 Contract, 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 Contract 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, Contract, 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 Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract 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 Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. 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.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased 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 Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," 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 Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent 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 Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

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

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

1. Local Agency Name: Town of Fairfax, Marin County, CA
2. Project Location: Azalea Avenue Bridge over Fairfax Creek in Fairfax
3. Project Description: Replacement of Azalea Avenue Bridge
4. Consultant Name: California Infrastructure consultancy, Inc.
5. Contract DBE Goal: 12.6%

DBE Commitment Information

6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Independent Structural Assessment Review	Bob Sennett, MGE Engin'g. 916-421-1000	08145	11.5%
Geotechnical Drilling	Ryan Woodward, Woodward Drilling 707-374-4300	37887	1.1%

Local Agency to Complete this Section

16. Local Agency Contract Number: _____
17. Federal-aid Project Number: BRLO-5277(028)
18. Proposed Contract Execution Date: 9/7/16

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

Garrett Toy

19. Local Agency Representative Name (Print)



20. Local Agency Representative Signature

9/15/16

21. Date

Town Manager

22. Local Agency Representative Title

(415) 458-2345

23. (Area Code) Tel. No.

10. Total
% Claimed

12.6%



11. Preparer's Signature

Nader Tamannaie

12. Preparer's Name (Print)

President

13. Preparer's Title

9/7/16

14. Date

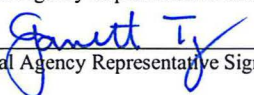
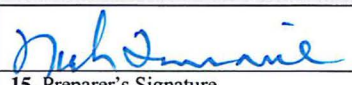
916-448-1980

15. (Area Code) Tel. No.

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: Town of Fairfax, Marin County, CA			
2. Project Location: Azalea Avenue Bridge over Fairfax Creek in Fairfax			
3. Project Description: Replacement of Azalea Ave Bridge			
4. Total Contract Award Amount: <u>\$399,665</u>			
5. Consultant Name: California Infrastructure consultancy, Inc.			
6. Contract DBE Goal 12.6%			
7. Total Dollar Amount for <u>all</u> Subconsultants: <u>\$254,595</u>			
8. Total Number of <u>all</u> Subconsultants: <u>10</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Independent Structural Assessment Review	Bob Sennett, MGE Engin'g. 916-421-1000	08145	\$16,003
Geotechnical Drilling	Ryan Woodward, Woodward Drilling	37887	\$10,000
	707-374-4300		
Local Agency to Complete this Section		13. Total Dollars Claimed	\$26,003
20. Local Agency Contract Number: _____		14. Total % Claimed	12.6 %
21. Federal-aid Project Number: <u>BRLO-5277(028)</u>			
22. Contract Execution Date: <u>9/7/16</u>			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
Garrett Toy _____			
23. Local Agency Representative Name (Print)			
		9/15/16	
24. Local Agency Representative Signature		25. Date	
Town Manager _____		(415) 458-2345	
26. Local Agency Representative Title		27. (Area Code) Tel. No.	
Caltrans to Complete this Section		15. Preparer's Signature	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
		16. Preparer's Name (Print)	
		Nader Tamannaie	
		17. Preparer's Title	
		President	
		9/7/16	
28. DLAE Name (Print)		18. Date	
29. DLAE Signature		916-448-1980	
30. Date		19. (Area Code) Tel. No.	

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

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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, U.S. 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.

The prospective participant also agrees by submitting his/her proposal/bid that he/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.

EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants 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 Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE			
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
ORIGINAL COMMITMENT \$			TOTAL	\$	\$				
<p style="text-align: center;">DBE</p> <p>List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>									
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	

Copy Distribution-Caltrans contracts:

Original - District Construction**Copy**- Business Enterprise Program**Copy**- Contractor**Copy** Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)**Copy**- District Local Assistance Engineer**Copy**- Local Agency file

**Fiscal Year 2013/2014 California Department of Transportation
Debarment and Suspension Certification**

As required by U.S. DOT regulations on governmentwide Debarment and Suspension

(Nonprocurement), 49 CFR 29.100:

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

**DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2013/2014
SIGNATURE PAGE**

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature Nader Tamannaie Date 9/7/16

Printed Name NADER TAMANNAIE

Note: The requirements for attorney's statement and signature below are waived per consultation with Caltrans.

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For _____ (Name of Applicant)

Signature _____ Date _____

Printed Name _____

of Applicant's Attorney

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTING SERVICES

This Amendment No. 1 to Agreement for Consulting Services (this "Amendment No. 1") is made and entered into as of December _____, 2017, by and between the TOWN OF FAIRFAX (hereinafter "**TOWN**"), and CALIFORNIA INFRASTRUCTURE CONSULTANCY, INC., a California corporation (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, TOWN and CONSULTANT previously entered into that certain Agreement for Consulting Services dated as of September 15, 2016 (the "Contract"). Capitalized terms used in this Amendment No. 1 shall have the meanings assigned to them in the Contract; and

WHEREAS, the parties wish to modify the Contract as provided more particularly below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, TOWN and CONSULTANT hereby agree as follows:

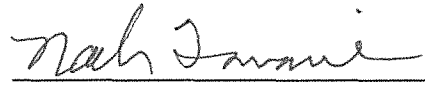
1. CONSULTANT shall complete Phase II of the work for the Azalea Avenue Bridge per the Contract and the maximum amount payable under the Contract shall be increased by \$431,458 for a total not to exceed amount of \$860,678.
2. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the day, month and year first above written.

TOWN OF FAIRFAX

CONSULTANT


Garrett Toy, Town Manager

By: 
Name: Nader Tamannaie, PE
Title: President

ATTEST:


Michele Gardner, Town Clerk

