




TOWN OF FAIRFAX

STAFF REPORT

December 12, 2016

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager 

SUBJECT: Approval of an agreement with Coastland Engineering for services to design Tamalpais Road and Mountain View Road in an amount not to exceed \$24,100.

RECOMMENDATIONS

Authorize the Town Manager to execute a contract with Coastland Engineering for services to design Tamalpais Road between Scenic Road and Mountain View Road and Mountain View Road from Manzanita Road to Tamalpais Road in an amount not to exceed \$24,100.

DISCUSSION

The Town's FY16-17 Capital Improvement Budget (CIP) includes the repavement of the stretch of Tamalpais Road between Scenic Road and Mountain View Road, and Mountain View Road from Manzanita Road to Tamalpais Road. The Town was initially going to repave Tamalpais Road in FY15-16, but put the project on hold pending the completion of the PG&E pipeline replacement project in the area. As a condition of the pipeline project, PG&E agreed to contribute approximately \$52,000 toward the repavement of the two roads. The total length of roadway rehabilitation is approximately 1700 lineal feet. It is anticipated that the rehabilitation strategy will consist of full reconstruction or a deep grind and corresponding thick overlay. The proposed approach to this project is very similar to the design approach for Scenic Road Pavement Rehabilitation Project in 2013.

During design, Coastland's project engineer will field review, along with Town staff, the existing pavement condition to confirm that this is an appropriate pavement rehabilitation strategy. In order to keep costs down on this relatively simple project, a geotechnical investigation of the pavement and subgrade will not be conducted. Additionally, a topographic survey will not be performed and full size plans will not be prepared for this project. Instead, a map and pavement details will be included as exhibits to the specifications. Town staff and the Town's consulting engineer for capital improvements, Wayne Bush, believe the field review will be sufficient to identify any existing road grade and/or drainage issues that could arise. The project will be bid out per the Town's public bidding requirements for public works projects.

Coastland Engineering has acted as the Town Engineer for road improvement projects since 2009.

FISCAL IMPACT

The FY16-17 CIP budget estimates total project costs to be approximately \$237,000. The project is funded with a combination of Measure A and B transportation funds from TAM, and PG&E funds.

ATTACHMENT

Agreement

**TOWN OF FAIRFAX
DESIGN PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the Town of Fairfax (hereinafter referred to as the "TOWN") and Coastland Civil Engineering, Inc.(hereafter referred to as "CONSULTANT").

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Project Description

The Project is described as follows:

The repavement of Tamalpais Road between Scenic Road and Mountain View Road and Mountain View Road from Manzanita Road to Tamalpais Road in Fairfax.

1.2 Description of Services

CONSULTANT shall: Provide design services for the repavement of the stretch of Tamalpais Road between Scenic Road and Mountain View Road, and Mountain View Road from Manzanita Road to Tamalpais Road, as described in the CONSULTANT's Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

1.3 Schedule of Work

Upon receipt of written Notice to Proceed from the TOWN, CONSULTANT shall perform with due diligence the services requested by the TOWN. Time is of the essence in this Agreement. CONSULTANT shall not be responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of TOWN to furnish timely information or to approve or disapprove CONSULTANT's work promptly, or delay or faulty performance by TOWN, other consultants/contractors, or governmental agencies, or any other delays beyond CONSULTANT's control or without CONSULTANT's fault.

**ARTICLE 2
COMPENSATION**

2.1 Fee

TOWN agrees to compensate CONSULTANT an amount not to exceed Twenty Four Thousand One Hundred dollars (\$24,100) for services as described in Article 1.

2.2 Terms of Compensation

CONSULTANT shall submit monthly invoices for the percentage of work completed in the previous month. TOWN agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. TOWN agrees to use its best efforts to notify CONSULTANT of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, TOWN's failure to timely notify CONSULTANT of a disputed amount or claimed completion percentage shall not be deemed a waiver of TOWN's right to challenge such amount or percentage.

Additionally, in the event TOWN fails to pay any undisputed amounts due CONSULTANT within forty-five (45) days after invoices are received by TOWN then TOWN agrees that CONSULTANT shall have the right to consider said default a total breach of this Agreement and be terminated by CONSULTANT without liability to CONSULTANT upon ten (10) working days advance written notice.

2.3 Additional Services

TOWN may request additional specified work under this Agreement. All such work must be authorized in writing by the TOWN's Director of Public Works prior to commencement. CONSULTANT shall perform such services, and TOWN shall pay for such additional services in accordance with CONSULTANT's Schedule of Hourly Rates, which is within Exhibit "B." The rates in Exhibit "B" shall be in effect through the end of this Agreement.

2.4 Term of Agreement

This Agreement shall commence on December 12, 2016 and shall terminate on June 30, 2017 unless sooner terminated pursuant to Article 4 of this Agreement. Additionally, there shall be one (1) year options to renew the Agreement with the mutual written consent of both parties.

ARTICLE 3

INDEMNIFICATION AND INSURANCE

3.1 Indemnification, Hold Harmless, and Duty to Defend

(a) *Indemnity for Design Professional Services.* In connection with its design professional services and to the maximum extent permitted by law, CONSULTANT shall hold harmless and indemnify TOWN, and its officials, officers, employees, agents and independent contractors serving in the role of TOWN officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) *Other Indemnities.* In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 3.1(a), and to the maximum extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the TOWN, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of TOWN's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 3.1(b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under Section 3.1 shall survive termination of this Agreement.

3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other

activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

3.3 Professional Liability

CONSULTANT shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of A:VII or better. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on the TOWN's behalf until three (3) years after the date of work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three-year extended reporting period endorsement, which reinstates all limits for the extended reporting period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of the TOWN. Renewal or replacement policies shall not allow for any advancement of such retroactive date.

3.4 Automobile Liability

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident.

3.5 Worker's Compensation

CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. CONSULTANT shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

3.6 Notice of Cancellation

(a) All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to TOWN, or ten (10) days notice if cancellation is due to nonpayment of premium.

Additionally, CONSULTANT shall provide immediate notice to the TOWN if it receives a cancellation or policy revision notice from the insurer.

(b) CONSULTANT agrees that it will not cancel or reduce any required insurance coverage. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, TOWN may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, TOWN may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

3.7 Entire Policy and Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the TOWN Clerk both a copy of the entire policy and a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the TOWN, its officers, agents and employees as additional insureds.

3.8 Primary Coverage

The insurance provided by CONSULTANT shall be primary to any coverage available to TOWN. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation.

ARTICLE 4 TERMINATION

4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by the TOWN upon thirty (30) days prior written notice or by CONSULTANT upon ninety (90) days prior written notice. Notice shall be deemed served if completed in compliance with Section 6.14.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or TOWN, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement as determined by the TOWN, CONSULTANT shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONSULTANT for the full performance of the services described in this Agreement.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

5.1 Ownership of Documents and Work Product

All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the TOWN without restriction or limitation upon its use, duplication or dissemination by the TOWN. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the TOWN without restriction or limitation upon their use, duplication or dissemination by the TOWN. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products.

CONSULTANT hereby assigns to the TOWN all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the TOWN pursuant to the paragraph directly above this one.

CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the TOWN has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the TOWN, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of TOWN officials, harmless from any loss, claim or liability in any way related to a claim that TOWN's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the TOWN is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for TOWN the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for TOWN; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

Upon termination, abandonment or suspension of the Project, the CONSULTANT shall deliver to the TOWN all Written Products and other deliverables related to the Project without additional cost or expense to the TOWN. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide TOWN with said document both in a printed format and in an electronic format that is acceptable to the TOWN.

ARTICLE 6 GENERAL PROVISIONS

6.1 Representation

The TOWN representative shall be the Director of Public Works or his or her designee, and CONSULTANT shall notify TOWN of CONSULTANT's designated representative. These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 11200, et seq.).

6.3 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. CONSULTANT shall make reasonable efforts to maintain the continuity of CONSULTANT's staff who are assigned to perform the services hereunder and shall obtain the approval of the Director of Public Works of all proposed staff members who will perform such services. CONSULTANT may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall CONSULTANT be responsible for its associates and subcontractors' services.

6.4 CONSULTANT's Representations

CONSULTANT represents, covenants and agrees that: a) CONSULTANT is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this

Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONSULTANT's full performance under this Agreement; c) to the extent required by the standard of practice, CONSULTANT has investigated and considered the scope of services performed, has carefully considered how the services should be performed, and understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

6.5 Conflicts of Interest

CONSULTANT agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by TOWN on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

6.6 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

(b) If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

(c) Should any legal action about a project between TOWN and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, TOWN shall compensate CONSULTANT for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

6.7 Assignment

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of the TOWN. Any such purported assignment without written consent shall be null and void, and CONSULTANT shall hold harmless, defend and indemnify the TOWN and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any

unauthorized assignment.

Notwithstanding the above, CONSULTANT may use the services of persons and entities not in CONSULTANT's direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of subcontractors for additional services shall not be unreasonably restricted by the TOWN provided CONSULTANT notifies the TOWN in advance.

6.8 Independent Contractor

CONSULTANT is and shall at all times remain, as to the TOWN, a wholly independent contractor. Neither the TOWN nor any of its agents shall have control over the conduct of CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and CONSULTANT is free to dispose of all portions of its time and activities which it is not obligated to devote to the TOWN in such a manner and to such persons, firms, or corporations as the CONSULTANT wishes except as expressly provided in this Agreement. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the TOWN or otherwise act on behalf of the TOWN as an agent. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of TOWN. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold the TOWN harmless from any and all taxes, assessments, penalties, and interest asserted against the TOWN by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and its employees. CONSULTANT further agrees to indemnify and hold the TOWN harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. The TOWN shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to the TOWN from CONSULTANT as a result of its failure to promptly pay to the TOWN any reimbursement or indemnification arising under this Article.

6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

6.10 Entire Agreement

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between TOWN and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or

breach may be waived, only by subsequent written agreement signed by both parties.

6.11 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

6.12 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the TOWN of any payment to CONSULTANT constitute or be construed as a waiver by the TOWN of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the TOWN shall in no way impair or prejudice any right or remedy available to the TOWN with regard to such breach or default.

6.13 Severability

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

6.14 Notice

Except as otherwise required by law, any payment, notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's or TOWN's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To TOWN:

Responsible Person: Garrett Toy, Town Manager
Town Fairfax
142 Bolinas Road
Fairfax, CA 94930

To CONSULTANT:

Responsible Person: Heidi Utterback

Address:
Coastland Engineering
1400 Neotomas Ave
Santa Rosa, Ca 95403

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

Dated: _____

("CONSULTANT")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

TOWN OF FAIRFAX
("TOWN")

By: _____
TOWN MANAGER

ATTEST:

APPROVED AS TO FORM:

By: _____
TOWN Clerk

By: _____
TOWN Attorney

Exhibit "A":
CONSULTANT's Proposal



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

November 18, 2016

Mr. Garrett Toy
Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930

Subject: Proposal for Engineering Design Services for the Tamalpais Road and Mountain View Road Pavement Rehabilitation Project

Dear Garrett,

In follow-up to correspondence with the Town, we are pleased to provide you with this letter proposal for services associated with the Tamalpais Road and Mountain View Road Pavement Rehabilitation Project.

Project Understanding

The Town has an allocation Measure A and B funds from TAM to rehabilitate the pavement of the stretch of Tamalpais Road between Scenic Road and Mountain View Road and Mountain View Road from Manzanita Road to Tamalpais Road. The total length of roadway rehabilitation is approximately 1700 lineal feet. It is anticipated that the rehabilitation strategy will consist of full reconstruction or a deep grind and corresponding thick overlay.

Our proposed approach to this project is very similar to what we provided for the Scenic Road Pavement Rehabilitation Project in 2013. During design, Coastland's project engineer will field review the existing pavement condition to confirm that this is an appropriate pavement rehabilitation strategy. In order to keep costs down on this relatively simple project, a geotechnical investigation of the pavement and subgrade will not be conducted. Consequently, the actual design of a pavement structural section cannot be performed.

Additionally, a topographic survey will not be performed and full size plans will not be prepared for this project. Instead, a map and pavement details will be included as exhibits to the specifications. This will further reduce design costs. Please understand that eliminating the topographic survey introduces some risk that potential grade and drainage issues may not be fully considered. However, given the existing grades, we do not believe this will be an issue. We understand that all of the work will occur within the Town's existing rights-of-way and no right-of-way acquisition is necessary for this project.

Based on the above understanding of the project, we have prepared the following scope of work and estimated fee for your consideration:

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95403

Auburn
11865 Edgewood Road
Auburn, CA 95603
www.coastlandcivil.com

SCOPE OF WORK

Task 1 – Field Review and Background Information

Coastland will review all of the available Town information pertaining to the project including base maps, as-built drawings, and any additional pertinent information for the project.

Coastland staff will field review the project site, take field measurements, note existing striping, manholes and valve boxes requiring adjustment, and potential areas for digout repairs. We will also take digital photos and observe existing conditions so we will be able to identify any unusual or special condition that may affect the project design or construction.

After the initial field review, Coastland will prepare a memo or email documenting our findings and providing our recommendation on a pavement rehabilitation strategy.

Coastland will also write letters to Marin Municipal Water District, Ross Valley Sanitary District, PG&E, Telephone and Cable companies informing them of the project and asking whether they have any current plans to perform work within the project limits.

Task 2 – Meetings with Town Staff

If necessary, depending on the results of our field review, Coastland will conduct a preliminary design meeting with the Town to discuss our recommendations and options. This task also includes one progress meeting after the submittal of the 85% specifications and bid documents to review any Town comments or questions. All meetings are anticipated to be conducted by teleconference.

Task 3 – 85% Submittal

Upon completion field review and background efforts, we will prepare an 85% submittal to include project specifications, exhibits and bid documents. Full size plans will not be prepared for this project. The exhibits will include a site map, pavement section details, manhole and valve box adjustment details and other details for placement of the asphalt overlay, as necessary. As part of the submittal, we will also prepare an estimate of probable construction costs.

The 85% submittal documents will be submitted to the Town for review and comment. We will provide the Town with 2 hard copies by mail or we can email electronic copies of the documents, if preferred.

Task 4 – Final Bid Documents

We will incorporate any comments received on the 85% submittal specifications, exhibits and bid documents into the final bid documents. The final bid documents will be transmitted electronically (PDF) to the Town for review and approval prior to making reproductions for bidding.

Task 5 – Bid and Contract Support

Coastland will prepare the Notice to Bidders to the Town for advertisement. The Town will be responsible for placing the advertisement for bidding in the local paper. We will reproduce and



administer the distribution of the bid documents to contractors, including placing the bid packages in up to five (5) local plan rooms. We will answer any questions that may arise during bidding and maintain a phone log of inquiries. We will prepare any addendum that may be necessary. We assume that there will not be a pre-bid meeting for this project. After the bid opening, Coastland will tabulate the results, review the low bidder's documents and forward the bid summary package to the Town for bid award concurrence. It is anticipated that the Town will conduct the bid opening and that Coastland's attendance will not be necessary.

Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the other bidders, we can provide this as extra service on a time and materials basis, as the time necessary to process the protest is unknown.

The Town will be responsible for coordinating with the Town's attorney to review the apparent low bidder's insurance and bonds prior to issuing the notice to proceed.

Exceptions

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the Town desires:

- Environmental assessments and clearances.
- Geotechnical evaluation.
- Public participation effort.
- Meetings in Fairfax.
- Preparation of full size plans.
- Construction assistance

Estimated Cost

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$24,070. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

We appreciate the opportunity to provide this proposal to the Town of Fairfax. Please review this information and let me know if you have questions.

Sincerely,

Heidi E. Utterback

Heidi E. Utterback, PE
Principal

cc: Wayne Bush

Attachments: Work Estimate
Coastland 2016-17 Schedule of Hourly Rates



WORK ESTIMATE

Tamalpais Rd and Mountain View Rd Pavement Rehabilitation Project		Proposal for Professional Engineering Services						Town of Fairfax	
Task Information		Billing Classification & Rate						Hour & Cost Information	
Task	Task	Supervising Engineer	Assistant Engineer	CAD Designer	Clerical	Const Manager	Total	Total	Subconsultant/Comments
No.	Description	\$175	\$125	\$125	\$85	\$150	Hours	Cost	
1 Meeting with City Staff									
	Kick-off Meeting (1)	2					2	\$350	All meetings by phone
	Design Progress Meeting (1)	2					2	\$350	All meetings by phone
	Subtotal						4	\$700	
2 Background Information									
	Background Information	2		2			4	\$600	
	Field Review and Measurements	16	16	6			38	\$5,550	
	Utility Coordination		2	4			6	\$750	
	Field Memorandum	2	2				4	\$600	
	Subtotal						52	\$7,500	
4 85% Submittal									
	Map & Details	2		32			34	\$4,350	exhibit type 11x17 plans
	Preliminary Specifications	2	6		2		10	\$1,270	
	Preliminary Cost Estimate		4	2			6	\$750	
	QC Review	2				2	4	\$650	
	Subtotal						54	\$7,020	
5 Final Documents									
	Final Exhibits	2		20			22	\$2,850	exhibit type 11x17 plans
	Specifications & Bid Documents	4	6		2		12	\$1,620	
	Final Cost Estimate		3	1			4	\$500	
	QC Review	2				2	4	\$650	
	Subtotal						42	\$5,620	
	Miscellaneous Costs							\$750	Mileage, Photos, Repro
	DESIGN TOTAL	38	39	67	4	4	152	21,590	
6 Bid Assistance									
	Bid Support	6	4	2	8		20	\$2,480	
	Subtotal						20	\$2,480	
	BID SUPPORT TOTAL	6	4	2	8	0	20	\$2,480	
PROJECT TOTAL								\$24,070	

Exhibit "B":
Schedule of Hourly Rates



SCHEDULE OF HOURLY RATES
July 01, 2016 through June 30, 2017

PROFESSIONAL SERVICES

Principal Engineer	\$180-200/hour
Supervising Engineer	\$155-180/hour
Senior Engineer	\$140-160/hour
Associate Engineer	\$125-140/hour
Assistant Engineer	\$100-125/hour
Junior Engineer	\$95-115/hour
Principal Designer	\$135-145/hour
Engineering Assistant	\$105-135/hour
Senior Engineering Technician	\$120-135/hour
Engineering Technician	\$100-120/hour
Engineering Aide	\$85-95/hour
Resident Engineer	\$140-165/hour
Construction Manager	\$135-150/hour
Construction Inspector*	\$115-125/hour
Construction Administrator	\$75-85/hour
Building Official	\$135-160/hour
Building Plan Check Engineer	\$135-155/hour
Plans Examiner	\$95-125/hour
Building Inspector	\$90-115/hour
Building Technician	\$75-85/hour
CLERICAL	\$75-85/hour
VEHICLE	\$14-18/hour
MILEAGE	\$0.65/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- * Includes services subject to prevailing wage rates.
- ** Mileage rates are subject to change based on fuel cost increases