



# TOWN OF FAIRFAX

## STAFF REPORT

### August 7, 2013

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager *GT*

**SUBJECT:** Approval of an agreement with California Infrastructure Consultancy (CIC) for preliminary engineering, environmental, and design work for the Meadow Way, Creek Road, Marin Road, Spruce Road, and Canyon Rd. bridges.

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#### **RECOMMENDATION**

Authorize the Town Manager to execute an agreement with California Infrastructure Consultancy (CIC) for preliminary engineering, environmental, and design work for the Meadow Way, Creek Road, Marin Road, Spruce Road, and Canyon Road bridges in an amount not to exceed \$479,000.

#### **DISCUSSION**

In March 2013, the Council authorized staff to issue a Request For Proposals for a firm to provide preliminary engineering, environmental, and design services for five bridges in Fairfax. The RFP requested one consulting firm or team to handle all the tasks for the five bridges. Five firms responded to the RFP (see attached list). While all the firms were highly qualified, the selection panel consisting of the Town's Acting Public Works Director, Town Manager, Caltrans rep, and the firm that prepared the RFP unanimously selected CIC as the team best fitted to perform the work. CIC has worked with the Town previously to secure preliminary funding for the bridges under the Federal Highway Bridge Program (HBP) and Bridge Preventative Maintenance Program, administered by Caltrans Local Assistance. The Meadow Way and Creek Road Bridge projects are funded under HBP. Canyon, Marin, and Spruce roads are funded under BPMP.

This contract only funds the Phase I scope of work. The Phase I work is based on the current rating of the bridge under the National Bridge Inventory. In general, the Phase I work for BPMP and Creek Road includes preliminary environmental review, field surveys/geotechnical work, community outreach, and some preliminary design. For the Meadow Way Bridge, Phase I consist of a Structural Assessment Report evaluating the structural condition of the bridge and the creek banks for loads and elements such as scour, seismic, commercial and fire truck traffic, flooding and fish passage. CIC will also look at initial and lifecycle costs to the Town, as well other liabilities, associated with build (replacement) and no-build actions. Phase II work will be based on the Council's direction regarding the bridges and the commitment of funding for Phase II from Caltrans. In any case, Council approval will be required before any Phase II work can proceed.

#### **FISCAL IMPACT**

For FY13-14, the Town budgeted \$100,000 for matching funds for Meadow Way and \$40,000 for the BPMP bridges in Fund 51. The Town's estimated matching requirement for Phase I is approximately \$26,000 or 11.5% of the \$229,000 total Phase I costs for Meadow Way and BPMP. The Creek Road bridge is 100% funded for Phase I (\$250,000), subject to final approval by Caltrans.

**ATTACHMENTS:** Contract and scope of work, list of firms responding to RFP

**AGENDA ITEM # 12**

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfax, California, as of \_\_\_\_\_, 20\_\_, by and between the Town of Fairfax, a municipal corporation (the "TOWN") and California Infrastructure Consultancy, Inc., a California Corporation ("CONSULTANT"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."
2. **PAYMENT.** TOWN shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the TOWN in the manner specified in Exhibit "B."
3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.
5. **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.
6. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Fairfax, a municipal corporation

By: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Preliminary engineering, environmental, and design services for five bridges in Town as described in the attached CONSULTANT scope of work for Phase I.

If there are any inconsistencies between CONSULTANT's proposal and this Agreement, the provisions of this Agreement shall control.



## EXHIBIT 1 – FULL PROJECT SCOPE OF SERVICES

### TASK 1 - PROJECT MANAGEMENT AND ORGANIZATIONAL LOGISTICS

**Task 1.1 Project Management and Organization** – The Project, including a bridge to be potentially replaced, one bridge seismically retrofitted, and three structures slated for preventive maintenance, will begin concurrently. The scope of work below does not necessarily reflect the order of work. The schedule presented in this proposal shows the chronology of the events. We have divided the work scope for the PE phase into 10 major Tasks, with subtasks, essential to the running of the project. Services during bid and construction add two additional Tasks to this scope. The deliverables have been shown in a complete matrix at the end of this scope of services. CIC-MGE JV will provide a complete, turnkey handling of the project and will be available to not only fulfill its technical requirements, but assist the Town with its administrative tasks. At the outset, CIC-MGE 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, including a NEPA/CEQA Workshop

**Project Team Meetings.** Hold on a regular basis; provide agenda, to do list, issues, actions and deadlines

**Project Delivery.** Proceed with Project Manager as the single point of contact for delivery, schedule and budget

**Correspondence.** Maintain organized electronic and hard copy files for turning over to Fairfax at the end

**External Presentations.** Strategize events with Fairfax, prepare, designate presenters and run events smoothly

**Change Management.** Anticipate project change in advance, evaluate its ramifications and adapt to it

**Quality Assurance and Quality Control.** Implement the independent check, Senior Review, constructability review, as well as QA/QC by subconsultants

**Invoicing.** Invoice monthly, regularly and accurately so that Fairfax can invoice Caltrans for proper cash flow

**Turnkey Assistance of Fairfax with Project Administrative Tasks.** Prepare supplemental funding applications; assist with Caltrans invoicing, Caltrans Status Reports and other documents, and utility and ROW certifications; and debrief Town staff on various issues.

**Task 1.2 Initial Field Activities** - Upon the Notice to Proceed, CIC-MGE 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 Task 10 of this scope of services.

**Task 1.3 Site Review and Research Data** – A site review of the five bridges in the Town's program 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 all problems with the 4 bridges other than Meadow Way Bridge through notes and sketches and photographs. The Meadow Way Bridge assessment is addressed in the Phase I scope of work. Elements inspected on the 4 bridges will include the primary structural systems, such as beams, decks and supports; distressed concrete; expansion joints; deck soffit; deck asphalt concrete (AC); bearings; piers and abutments; sidewalks and curbs; approach roadways and slabs; safe truck load signage; deck and approach road drainage; embankment erosion and other items not listed in Bridge Inspection Reports (BIRs), or the Town RFP. For Creek Road Bridge all dimensions will be field-measured.
- Inspect all five bridges in the project, for such issues as access, residential traffic patterns and utilities carried by each bridge.
- Look for birds' nests; document the animal species around the bridges; note schools, parks, historic sites, residences and businesses adjacent or close to each site.

### TASK 2 - ENVIRONMENTAL STUDIES AND PERMITS

In general, to maintain cost efficiency during the environmental studies, it is assumed that all three project components, Meadow Way, Creek Road and BPMP, will proceed concurrently. Economy of scale is reflected in the budget for Task 2. If the components became separate, additional budgets may need to be negotiated. We have included the current permit application fees for the various agencies in our budget proposal submitted separately. The environmental staff will attend three public meetings and conduct a workshop at the Charter Meeting.



## EXHIBIT 1- FULL PROJECT SCOPE OF SERVICES

**Task 2.1 Caltrans Field Review and Preliminary Environmental Study (PES) Form** - Kelly Biological Consulting (Kelly) will prepare a separate PES form for each of the three separate project components (Creek Road Bridge, Meadow Way Bridge, and BPMP). Kelly will attend two Field Review meetings with the Town, Caltrans, and other key personnel and up to a total of three additional meetings for the three project components.

**Task 2.2 Biological Studies Including Wetlands** - Kelly will prepare a Natural Environment Study (NES) report for Creek Road, Meadow Way, and the BPMP based on existing resource information and field surveys. The reports will include measures to avoid and minimize potential impacts to the biological resources and address the biological components of NEPA and the Migratory Bird Act requirements. The field studies to be conducted are Special-Status Plant Habitat Assessment, Plant Community Characterization and Mapping, Noxious Weed Survey, Wetland Delineation, Special-Status Wildlife Habitat Assessment, Fish Habitat Assessment 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 studies for each project for review and revise and finalize the draft reports once, based on the comments received and provide the Town and Caltrans.

**Wetland and Related Permitting** - Kelly will assist Fairfax with obtaining the required resources agencies permits. Creek Road, Meadow Way, and the BPMP will each be permitted independently. Permits will also be obtained for the geotechnical engineer to perform drilling in the creek bed at Creek Road. 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 each project for one review by the Town and Caltrans and revise and finalize the draft plans once based on the comments received and provide the Town and Caltrans.

**Section 404 of the Clean Water Act (CWA) Permit.** Kelly will prepare one Pre-Construction Notification (PCN) for the CORPS authorization under Nationwide Permit 14 and 33 for each of the three projects and, if needed, for the Creek Road drilling. 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 for each project, but if the CORP determines that an individual permit is needed, additional scope of work and budget will be necessary. The permits will likely require a conceptual mitigation (restoration) plan, which will be prepared in draft version for each project for one review by the Town and Caltrans. Kelly will finalize the draft plans once, based on the comments received.

**Section 401 CWA Certification.** A Section 401 Water Quality Certification application package, submitted to the San Francisco Bay RWQCB for the project, will be prepared for or each of the three projects and, if needed, for the Creek Road Bridge's geotechnical drilling. Based on the assumption that there will be less than 0.01 acres of impacts for each project, the current application fees of \$3,940 (\$985 each) is included in the budget. The RWQCB package will be submitted after the Town has completed an approved CEQA compliance document. It is anticipated that the CEQA document will be submitted with the application package.

**Section 1600 Series California Fish and Wildlife Streambed Alteration Agreement.** Kelly will prepare a Streambed Alteration Agreement application package for each of the three projects and, if needed, the Creek Road drilling, to be sent to CDFW. The currently enforced fees of \$10,867 (\$4,485 for Creek Road, \$4,485 for Meadow Way, \$1,673 for BPMP, and \$224 for the drilling) are included in the budget. Kelly will send a copy of the approved CEQA compliance document to CDFW.

**2.3 CEQA/NEPA** - WRA assumes that the PES forms will likely determine that the three projects qualify for NEPA Categorical Exclusions ("CatEx" or "CE") with technical reports. Given the proposed projects' potential impacts to wetlands/stream, special-status species, cultural resources, water quality and noise, CEQA Categorical Exemptions will not necessarily apply to all of the projects and that Initial Studies/Mitigated Negative Declarations (IS/MND) will likely be required instead. The Town of Fairfax, as the CEQA lead agency, will be responsible for determining the level of CEQA review required. WRA will complete the following tasks to ensure CEQA/NEPA compliance.

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



## EXHIBIT 1- FULL PROJECT SCOPE OF SERVICES

**NEPA Categorical Exclusion (CatEx)** - Based on our understanding of the projects, a CatEx should be prepared for the project. WRA staff will prepare a CatEx for the project in conformance with Section 6.6 of the Local Assistance Procedures Manual (LAPM), Categorical Exclusion with Technical Studies. WRA will assist in the preparation of the required CatEx technical reports in accordance with the format and content requirements mandated by Caltrans.

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 consultation with appropriate resource and regulatory agencies. WRA will then prepare the NEPA CatEx form and provide to Caltrans District SEP for signature and to determine whether the action qualifies for the CatEx. Compliance with NEPA and project can commence with final design.

**CEQA Initial Study/Mitigated Negative Declaration** - WRA will kick off the environmental review process for the Project Charter Meeting with the team by: 1) collecting all relevant reports and drawings; 2) discussing the desired format of the IS/MND; 3) discussing the proposed project; 4) resolving issues regarding overall assumptions; 5) identifying other key Town contacts; and 6) discussing overall communication protocols. WRA will attend up to four 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 each 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 projects, including but not limited to: Air Quality, Biological Resources, Cultural Resources, Geotechnical, Geomorphology, Greenhouse Gas Emissions, Hydrology, 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 of 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 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 \$2,156.25 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 projects.

**Air Quality and Greenhouse Gas Emissions Reporting** - Illingworth and Rodkin (I&R) will take the lead on completing documentation for air quality and greenhouse gas emissions. The project sites are located in the San Francisco Bay Air Basin and are 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.** Construction air quality impacts will be addressed qualitatively, focusing on identifying appropriate control measures to reduce PM<sub>10</sub> 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.



## EXHIBIT 1- FULL PROJECT SCOPE OF SERVICES

**Climate Change (GHG).** Following the Caltrans Guidelines, I&R will provide a discussion of the effects of the projects' 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 and well as local CEQA criteria. WRA will incorporate this information into the environmental documents.

**Revegetation Plans** - WRA will prepare schematic (30% Design) plans, cross sections and narratives for inclusion in the CEQA/NEPA documents and permit applications such as the CORPS and CDFW.

**Cultural Resources Document Completion** - JRP and Far Western will complete documentation for historic and archaeological resources. Compliance with Section 106 is being carried out with Caltrans' regulatory responsibilities. JRP will prepare documents for the projects following Caltrans' guidelines. None of the projects are anticipated to be considered screened (exempt) undertakings per the Caltrans Section 106 Programmatic Agreement (PA). Documentation will be used to support CEQA compliance and each bridge will require separate Section 106 documentation to be submitted to Caltrans. A Historic Property Survey Report (HPSR) will be required for each project and JRP will provide the appropriate reports and assist with Area of Potential Effects (APE) maps.

For Creek Road and Meadow Way Bridges, JRP will prepare Historical Resources Evaluation Reports (HRER) and will include appropriate Department of Parks and Recreation (DPR) 523 forms to survey and evaluate properties adjacent to the subject bridges. It is anticipated that up to two properties adjacent to each of these bridges will be included in the APEs. Far Western will prepare Archaeological Survey Reports (ASR) and assist JRP with preparation of the HPSRs. The HRERs and ASRs will be submitted with the HPSRs. The reports will develop environmental and cultural contexts for the region; document records search findings, consultation efforts with the Heritage Commission and local Native American groups/individuals, and field methods and results.

For the Bridge Preventive Maintenance Program project, Far Western will prepare the HPSRs with JRP's assistance, summarizing the overall study findings, and prepare the ASRs for these projects. No HRERs are anticipated for these projects. Area of Potential Effect (APE) will be prepared to address cultural resources. JRP and Far Western will review previously prepared documentation, if any, regarding historic architectural resources in the APEs.

JRP will send out letters regarding the projects to parties interested in historic architectural resources and collect responses. Far Western will conduct all necessary consultation with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission.

If the project is in a high sensitivity area, a trenching program should be implemented for on-Site Inspection. JRP and Far Western will visually inspect and photograph the resources in the APEs. Surveys will cover all safely accessible sides of each 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. This proposal assumes that CEQA and NEPA assessments will be required for the Meadow Way Bridge and Creek Road Bridge projects but not for the BPMP project. The proposed bridge replacement/retrofit projects do 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 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.



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**Visual Resources Document Completion** - The projects have yet to be completely evaluated according to Caltrans' Visual Impact Assessment (VIA) Guide, consisting of a checklist of 10 questions, each with a corresponding point value. The score indicates the potential for impact and the level of detail needed to adequately address visual impacts in the PES Form. However, given the low potential for the project to affect the visual or scenic resources, WRA will prepare a brief visual assessment in memo form, per Section 22 of the Local Assistance Procedures Manual, and assumes that a detailed Visual Impact Assessment is not required.

### TASK 3 - PUBLIC OUTREACH

**Task 3.1 Targeted Communications** - Each bridge is likely to have a different list of key stakeholders depending on the work involved and the adjacent land uses. The Meadow Way Bridge will be of interest to adjacent neighbors for whom this is the only point of ingress/egress and an old familiar relic. The retrofit of the Creek Road Bridge will concern neighbors directly adjacent, as well as those on Dominga Avenue and Forrest Avenue. Residents close to the three bridges being rehabilitated will appreciate being informed of the nature of the work and construction impacts. All are likely to be of great interest to the bicycle and pedestrian advocates.

We will walk the area surrounding each of the bridges, making note of potentially affected residences and identifying key stakeholders. The Fact Sheet discussed below will be delivered to all residences and businesses within a half-mile radius of the projects. We will develop independent lists of key stakeholders for the two capital projects as well as the BPMP and maintain contact with them, both individually and in smaller group meetings.

**Personalized Public Outreach: Management by Walking Door to Door** – Personal contact between the project management team and key stakeholders in the vicinity of the projects is the most effective way to address community concerns. Our plan will be to meet with these individuals and groups in the neighborhood to gather their input prior to the first set of public meetings for Meadow Way Bridge and Creek Road Bridge. This informal “door to door” approach brings out concerns early, resolving issues before becoming problematic.

Some key stakeholders prefer to be informed about aspects of the project impacting them without spending time at meetings. We will keep a detailed log of stakeholders' interests and develop targeted materials addressing their concerns. Walking door to door, we will bring information to individual stakeholders, working best when the outreach and technical teams are fully integrated. Individual stakeholders can be approached by an outreach coordinator working with a lead member of the engineering team.

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

**Web Site Development** – We will develop and maintain a project website for the bridge program that can be used for future Fairfax bridge projects as well. Fact sheets and other information will be available for each bridge, as well as contact information and an opportunity to send immediate email. Visitors to the website will be able to get on the mailing list for the project, get copies of all public documents, make comments and interact with the project team. We will add historic photographs and other images we can find relevant to the bridge projects. We will develop this as an independent but seamless site linked to the Town's webpage, minimizing the impact on the Town's IT staff and allowing us to make updates in real time.

**Project Fact Sheets and Newsletters** – We will prepare a project fact sheet for each of the three project components early in the process, to be mailed to all addresses within a set distance of the projects. The Fact Sheet will describe the bridge, its current condition, and the reasons for the intended actions. A cover letter will provide information on the project, its funding and an outline of its schedule. Fact sheets will be updated and available at all project meetings, as well as on the web. We will identify public sites, such as libraries, where fact sheets can be posted. We will also approach businesses that might have community postings to allow us to post them on their bulletin boards. Newsletters will be prepared at key points in the project lifecycle. We anticipate three newsletters – one each for the Meadow Way and Creek Road Bridges, and one focused on the BPMP.

**Press Management** – Our Outreach Coordinator will be the primary press contact for all comments on the project. However, we will work closely with the Town to ensure that the project message is correctly portrayed. We will prepare up to three press releases and press oriented fact sheets at critical points in the project. As issues come





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up, we will work with the Town to refine the message that will be delivered through the press. We expect some press coverage of public meetings, particularly on the Meadow Way Bridge project. We will make certain that all visual material is developed with the level of clarity that can be presented in newspaper stories.

**Public Open Houses** –We will make the public open house meetings interactive and provide the public with direct access to the technical team. Each meeting may include a presentation with clear visual materials, developed either on boards or Power Point. There will also be an opportunity for stations addressing individual project issues. These stations will be set up for interaction, making it easy for the public to voice opinions and access the best person to address their question. Public input will be gathered, including those gathered on comment cards at the meetings, or from emails, paper mail, and phone contacts. After each meeting, we will compile a list of “Frequently Asked Questions” to post with responses on the website.

We anticipate four public open house meetings, timed in coordination with the engineering team to provide the best input on their work. Chronologically, BPMP will be the first part of the project to be ready to go to the public, then Meadow Way Bridge, and finally Creek Road Bridge. Meetings will most likely be held at the Fairfax Women’s Club or a similarly suitable space. Following is the meeting logistics we propose:

**Open House Meeting 1 for BPMP and Meadow Way Bridge** (approximately 4 months into the project). During the first part of the meeting, we will introduce the BPMP to the public since it is a smaller project component and the least controversial. The need for the project and the general construction work will be described for each of the three bridges. Open-mike public comments will be taken. The second and main part of the meeting will focus on Meadow Way Bridge and discuss the need for the project, its schedule, and construction measures minimizing inconvenience. Data assessing the condition of the bridge as well as design concepts will be presented to solicit public comment. The real benefits of the project to the neighbors, structural safety, reliability and creek stability, will be emphasized.

**Open House Meeting 2 for BPMP and Creek Road Seismic Retrofit** (approximately 6 months into the project). This meeting will review the progress of the BPMP project again first, including information presented at the first meeting, responses to questions and comments, and further project updates. The second and main part of the meeting will focus on Creek Road Bridge. Since the visible elements of the bridge are of less concern to the public, construction issues will be emphasized. The retrofit may cause construction inconveniences such as noise, dust, and traffic disruption or temporary bridge closure. The public’s greatest concerns will be collected so these impacts can be mitigated. Open-mike public input will be gathered.

**Open House Meetings 3 and 4 for Meadow Way Bridge and Creek Road Bridge** (approximately 18 months into the project). A second set of meetings for each of these two bridges will be held once the design alternatives are much farther along. The purpose of these meetings will be to update the public on the status of the project and its schedule, inform residents of possible bridge closures during construction, and let them know of the mitigation measures planned. For Meadow Way Bridge the meeting will present the preferred design alternative through both a presentation and display stations. Open-mike public input will be gathered as time permits.

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

Chaudhary & Associates will support the design team by providing aerial mapping, supplemental field surveys, right of way engineering, and hydraulic cross sections. 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.

**Meadow Way Bridge and Creek Road Bridge.** These sites 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 one foot contour interval and spot grades meeting National Mapping Accuracy Standards. The estimated limits of the aerial mapping is 200' each side of the bridge along the road and 300' upstream and downstream of each bridge.



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Due to tree and brush coverage and areas obscured by the existing bridge structure, supplemental field surveys will be necessary to support the design process. These supplemental design surveys will include existing visible surface utilities, USA utility markings and, for trees within 50' of the existing bridges, tree trunks over 6" 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 design survey information will complement the aerial mapping and be incorporated into to provide one complete homogenous mapping base file for each location.

Right of Way Engineering 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 four parcels may have easement or right of way impacts at the two bridge locations that are being mapped and surveyed. Street right of way and adjacent property lines (Landnet) will be shown on the base map based on available public records. 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.

Chaudhary & Associates will prepare a Hybrid Map for each bridge. The Hybrid Map is 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 and will include base mapping, record boundary, control points, and easement information.

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.

**Surveys and ROW Tasks for BPMP** – No surveys are needed for the BPMP portion. All construction work is anticipated to be within the existing ROW. Should easements be necessary, they will be added to the scope at the end of the Assessment Phase.

**Surveys for the Hydraulic Analysis.** Cross sections will be surveyed upstream and downstream of Meadow Way and Creek Road Bridges at approximately 300' to 500' intervals, on average. Based on the distance between the bridges of approximately 2,600' and a 500' spacing interval, it is anticipated that an estimated 6 locations will be surveyed between the bridges plus the 4 cross sections at each bridge (one upstream and one downstream at each bridge) for a total of 14 cross sections.

### TASK 5 - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN

For both Meadow Way Bridge and Creek Road Bridge, the services will include subsurface exploration, laboratory testing and preparation of a Geotechnical Report geared for 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 Phase I Initial Site Assessments (ISA)** - Along with geotechnical evaluation, Miller Pacific will prepare Phase 1 ISA for the Meadow Way and Creek Road Bridges as part of the Task 2, Environmental Studies and Permits. Miller Pacific will also perform some limited laboratory environmental tests to form an opinion regarding creek bed contamination from the Meadow Way creosote-laden piles. The purpose of the Phase 1 ISA at each site will be to form an opinion regarding the potential existence of hazardous materials, identify potential on-site contaminants, and recommend further investigation and testing, if necessary.

The ISA work will generally follow the guidelines described by ASFE and ASTM for Phase I ISAs, judged applicable for the site and conditions. These include a review of environmental records through a database search to screen for environmentally significant properties in the vicinity of the site; review of relevant and reasonably available public records on file with Marin County or other government agencies for sites identified in the database search; development of site history through interviews and review of current and historical aerial photographs, compilation of known site, subsurface, and groundwater conditions; on-site reconnaissance to examine features identified through the database search and aerial photo review to visually identify indicators of the existence of hazardous materials; and preparation of a Phase I ISA report, including summary of activities, findings, and our opinion regarding the potential for on-site contaminated materials and recommendations regarding further investigation.



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Typically, for Phase 1 ISAs, the potential presence of radon, methane, lead paint, wetlands and other items normally excluded are not specifically evaluated. We will prepare separate reports for the two sites with a summary of our observations and opinions.

**Task 5.2 Limited Environmental Laboratory Testing for Meadow Way Bridge** - With the creosote-treated piles at the Meadow Way Bridge, we will also perform some limited laboratory testing of creek bed soils to rule out the presence of contaminants. We will hand auger in 3 locations adjacent to and just downstream of the wood piles and take composite samples for test of hydrocarbons and CAM17 metals. We will prepare a brief letter report with a summary of the findings and recommendations for additional assessments, if significant contamination is found.

**Task 5.3 Geotechnical Design Report for Meadow Way Bridge** - 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. Given the existing, narrow roadway, we will use tight access equipment which will allow the roadway to remain open during our exploration. Our borings will be within 10 to 15 feet of the planned new bridge abutments. During the drilling, we will obtain representative samples for laboratory testing, measure the ground water table levels and backfill the borings upon completion. Laboratory testing will include moisture density, strength, R-value, corrosion and other pertinent tests.

Based on the steps noted above, Miller Pacific will develop geotechnical design criteria for foundations, including recommendations for cast-in-drilled-hole (CIDH) piles, which are judged as the most likely alternative at this time. Other foundation options will be discussed with the project bridge engineers, such as torque-down and driven piles and, if deemed practical, a discussion and design criteria for those options will be provided. A seismic acceleration response curve and other criteria will be selected based on the Caltrans Seismic Design Criteria (SDC) Version 1.6. Miller Pacific will discuss site grading, retaining wall lateral pressures, material qualities, backfill methods, compaction and paving thicknesses for various Traffic Indexes, and lime treatment as a method to "winterize" the site (if needed) and to decrease the pavement section. Miller Pacific will prepare a design report with Caltrans-format boring logs, our laboratory test data and recommendations for the items described above.

**Task 5.4 Geotechnical Design Report for Seismic Retrofit of Creek Road Bridge** - A total of three borings will be drilled. One boring will be on a gravel bar in the creek channel to provide information to the environmental staff or others regarding the necessary CORPS, Fish and Game or other permits. Utilizing portable hydraulic equipment to eliminate the need for a large drill rig in the channel, Miller Pacific will also drill a boring to determine the depth the rock with a maximum depth of 50 feet. Traffic control for the drilling, which will likely block one of the travel lanes, will be provided. Miller Pacific will also explore subsurface conditions at the approximate location of each bridge abutment with augered borings to depths of about 50 feet and obtain representative samples for laboratory testing and measure water levels and backfill the borings. Laboratory testing will include moisture density, strength, R-value, corrosion and other pertinent tests.

Based on the above preparations, Miller Pacific will develop bearing capacity criteria for the site soils and rock, and provide opinions on the materials under the foundations based on the existing plans for the structure. Geotechnical design criteria for deep foundations, including recommendations for piling, if needed for the retrofit, will be provided. Other foundation options, such as torque-down and driven piles, will be provided. A Caltrans seismic acceleration response curve will be selected. Lateral soil pressures for both static and seismic conditions will be provided. Miller Pacific will prepare a design report with Caltrans-formatted boring logs, laboratory test data and geotechnical recommendations.

**Task 5.5 Geotechnical Consultation for BPMP for Bridges on Canyon, Marin and Spruce Roads** - The services will include consultation with the project team for bridge preventive maintenance but we do not anticipate subsurface exploration at this time. If minor new wingwalls or other new structural elements are planned, Miller Pacific will provide geotechnical design criteria for foundations and lateral pressures based on soil or bedrock exposures in the creek bed and prior experiences with similar and nearby projects. Miller Pacific will also consult with the project team for alternatives to stabilize existing wingwalls in place and/or repair scour distress, and will prepare brief letters reports to support the preventive maintenance work.



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**Task 5.6 Consultation and Plan Review** - As project plans advance to completion for all five project sites, the geotechnical engineer will review them to confirm the intent of the recommendations has been incorporated. Miller Pacific will be available for consultation if the project design changes or if additional data are required.

### 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 bridges at Creek Road and Meadow Way or located in the anticipated construction zone of any of the five bridges. Project plans will be provided to utility agencies for identifying and marking locations of their existing facilities or new ones to be installed on Meadow Way Bridge, if required.

**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 continue. It is anticipated that a total of five meetings will be held during the course of the project with each of the various utility agencies.

### TASK 7 - STREAM HYDROLOGIC AND HYDRAULIC ANALYSIS

**Task 7.1 Hydrologic Analysis** - Selecting an appropriate HEC-HMS method and estimating the parameters are critical steps in the model development. 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 both Meadow Way and Creek Road sites. Stetson personnel will attend two meetings with the project team and one presentation meeting with the Town of Fairfax. 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 sites by dividing the peak flows at the bridge sites 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 sites to obtain the peak flows for the different recurrence intervals.

**Task 7.2 Hydraulic Analysis** - Stetson will perform hydraulic analysis by developing a new HEC-RAS model for the study reach to determine the design flow characteristics for the existing condition and the new bridge at Meadow Way and the seismic retrofit at Creek Road Bridge. Stetson will coordinate creek cross section survey requirements with Chaudhary & Associates for site survey data located between Meadow Way and Creek Road bridges as well as at the bridge sites. Stetson will integrate the site survey cross sections data from the surveyor into the models for the Meadow Way Bridge and Creek Road Bridge.

**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 Meadow Way and Creek Road Bridges. Stetson will coordinate with Geomorph and make design recommendations on the need for scour countermeasures at both bridge sites. 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 Meadow Way Bridge improvements and Creek Road Bridge seismic retrofit. The report will summarize the recommendations and results from the hydrology, hydraulic and scour analyses. 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 Meadow Way Bridge and Creek Road Bridge. The report will include a summary of the hydrology and hydraulics report and a write up supporting the information required on the Caltrans Location Hydraulic Study Form.

### TASK 8 - STREAM GEOMORPHOLOGY

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. Recommendations incorporating habitat enhancement elements, which may serve as mitigation measures for the project, will be included. Geomorph will assist the project team to develop initial and final designs, obtain permits, and implement key measures of each project.

**Task 8.1 Design, Permitting, and Implementation Support for Meadow Way Bridge and Creek Road Bridge:**



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- Prepare sections of the project descriptions regarding bank stabilization, erosion protection, and habitat enhancement elements.
- Prepare sections of the alternatives analyses of bank stability and habitat protection and enhancement.
- Prepare plans and specifications for certain bank erosion protection and habitat protection elements.

**Task 8.2 Design, Permitting, and Implementation Support for BPMP** - Geomorph will conduct similar geomorphic assessments at the three BPMP sites (the bridges on Canyon Road, Marin Road, and Spruce Road). Geomorph will make recommendations for repair and maintenance measures at the sites to protect bank stability and the private properties adjacent to the sites in a manner that preserves and enhances aquatic and riparian habitat. Geomorph will assist the Project Team to design, permit, and implement the applicable measures.

### TASK 9 - TRAFFIC ANALYSIS

**Task 9.1 CEQA Input** - Parisi Transportation Consulting (Parisi) will complete Section XVI of Appendix G of the CEQA Guidelines for Meadow Way Bridge and Creek Road Bridge. Parisi will conduct research and prepare draft and final written responses for the traffic related CEQA questions.

**Task 9.2 Creek Road Traffic Handling** - Parisi will conduct a study to assess Temporary Traffic Handling routes during construction of the Creek Road Bridge. The study will include an evaluation of alternative routings, traffic volumes, out-of-direction travel, and potential effects along the alternative route.

**Task 9.3 Traffic Calming at Meadow Way** - Parisi will review physical, traffic, pedestrian and bicycle conditions in the vicinity of the Meadow Way Bridge. Parisi will assess the potential applicability of specific traffic calming measures, including tools to minimize vehicle travel speeds and/or vehicle cut-through traffic, improve sight distance, and accommodate pedestrians and bicyclists. Parisi will recommend potential signing and pavement marking enhancements, as well as physical devices, as appropriate.

**Task 9.4 Signing and Pavement Marking Plans** - Parisi will prepare signing and pavement marking plans, specifications and cost estimates for the bridge projects. It is assumed that the detour plans and temporary traffic handling plans will be prepared by others. PS&E will be prepared at the 65%, 90%, and 100% levels.

**Task 9.5 Meetings** - Parisi will attend the Project Charter Meeting, up to four public outreach meetings (e.g., two for each bridge), and a combined presentation to the Town Council. Parisi will also attend the Field Review for the two capital projects and assist the project team in completing the draft Field Review and the PES forms for Meadow Way and Creek Road bridges. Parisi's input will be related to traffic, pedestrian, bicycle, and safety.

### TASK 10 - CIVIL AND STRUCTURAL DESIGN

Task 10-1 and its subtasks below describe the BPMP design activities, and 10-2 and its subtasks describe those for Meadow Way Bridge and Creek Road Bridge combined.

**Task 10-1 Preliminary Engineering (PE) for the BPMP** - The three bridges programmed for BPMP are on Marin, Canyon and Spruce Roads and have differing preventive maintenance and other long-term care needs. They require repairs to certain structural members such as their wingwalls, an abutment, a bridge deck surface and joint seals. The PE scope of work for BPMP, grouped into Phases 1 and 2 in the RFP, appear in this scope as Task 10-1.1, the Assessment Phase, and 10-1.2, the Final Design Phase, the latter being completed after the approval of the appropriate environmental studies. The specific scopes of relevant environmental, public outreach, geotechnical and geomorphic services, not appearing below for BPMP, have been described earlier in the scope of services.

#### Task 10-1.1 Phase 1 BPMP Design (Preliminary BPMP Design)

**Preparatory Activities.** Create a new bridge "as-built" General Plan (GP) for future reference and the Town's records with a simple, scaled drawing for each bridge. Prepare the drawings based on the measurements from the Caltrans Bridge Inspection Reports (BIRs) and field measurements and observations. Show the bridge plan, elevation and cross section views on each GP. The bridge shapes, railings, sidewalks and piers will be depicted on the GPs. Additional useful information, such as the Caltrans bridge number and year constructed will be added.



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**Site Visit(s).** Visit the three bridge sites with the geotechnical engineer, geomorphologist and the biologist to investigate the foundations, stream flows, erosions at the bridges and the potential environmental impacts of the work. Observe the foundation soils and the exposed or damaged elements at each bridge. Note the channel side slopes, general soil types and locations of rock outcroppings. Mark and place working notes on prints of the new bridge GPs and take photographs. Assess the preventive maintenance needs of the three bridges through the investigations and engineering evaluation. Identify the construction work to be done to address the preventive maintenance needs of the three bridges.

**APE Maps & Field Review.** CIC-MGE will prepare APE maps for use in conjunction with environmental and cultural resources studies. The Preliminary Environmental Scoping (PES) form will be prepared by WRA and Kelly staffs in conjunction with the APEs. The Team will participate in a Field Review with Caltrans within the first 2 months to fully assess the extent of the environmental studies for the BPMP.

**BPMP Strategy and Preventive Maintenance Assessment Report (Preliminary BPMP Design).** This report, constituting the 30% BPMP Design Completion, will present the initial findings. A strategy will be developed for addressing the needs of Fairfax BPMP with consideration of its benefits, environmental impacts, the Town's short- and long-term infrastructure goals, and the larger picture of the flood control improvements. Bound copies of the Bridge Preventive Maintenance Assessment Report will be prepared with separate chapters for each bridge, including site descriptions, the Bridge GPs, photos, the latest Caltrans BIRs and the specific field observations. The level of environmental permitting processes to be performed in Phase 2 (Task 10-1.2 below) will be described. Temporary traffic control, lane closures, street closures and detours, if needed, including temporary loss of parking spaces, will be discussed. Recommendations will be made for each bridge, based on the Town's current and future priorities, as well as the ease of obtaining the regulatory agency permits.

**Task 10-1.2 Phase 2 BPMP Design (Final BPMP Design)** - Perform the final design after the acceptance of the environmental studies, while the permit approvals are progress forward. To facilitate construction, we will group all of the Bridge GPs created in Task 10-1.1 above and any additional plan sheets, into one set of plans for the preventive maintenance repairs. The repair work will likely include concrete wingwalls repair, replacement and stabilization; polyester concrete deck overlay and joint seals replacement. Any additional preventive maintenance item found during the initial assessment phase will also be addressed. CIC-MGE will add a title sheet to the set to show the affected sites, mark each Bridge General Plan with the specifics of the problem areas and the repairs, and add appropriate details, notes and specifications on the plans.

**Right-of-Way and Easements.** No new right-of-way takes or easements are anticipated. All repair work will be confined to within the public rights-of-way. When temporary construction easements are required, CIC will identify the affected properties, prepare the description of the work, the extent of the easement and the duration of the work for the Town's legal staff to draft an agreement with the property owner.

**BPMP Traffic Handling Plans.** Traffic control plans will be prepared to include all temporary signing and striping, temporary railing, and other traffic control devices. A detour plan is not anticipated.

**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 the waterways. Details and specifications will be presented for preventive measures and erosion control devices.

**Hydraulic Studies and Location Hydraulic Study.** These projects will not require new hydraulic studies. CIC-MGE's subconsultant, Geomorph, is fully familiar with the current conditions and will prepare a qualitative Location Hydraulic Study in Caltrans-compliant format for environmental studies.

**Design Exceptions, Field Surveys, Hazardous Materials / Waste Studies, Testing of Materials, Geotechnical Borings and Utility Relocations.** It is not anticipated that any of these items will be necessary, but the team members will be on hand if needed. Should the removal of any yellow thermoplastic striping be necessary, CIC-MGE will specify its removal storage and disposal per the Caltrans Design Information Bulletin (DIB) 84.

**60%, 95% Design and 100% BPMP PS&E.** Submittals will be made at each of these completion levels and the Town's comments will be logged in and addressed. Quality control measures and reviews will be incorporated



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throughout the submittal processes. Design standards used will be the applicable Caltrans Standard Plans and Specification, Standards of the Cities and County of Marin, the "GREEN BOOK" (2009 Edition), and local Fairfax Standards. Pedestrian access modifications are not expected. The boilerplate specifications from the Town of Fairfax will be incorporated in the project specifications. The 95% submittal will include independently checked plans, specifications, quantity estimates and cost. A senior review will be implemented which, along with other comments, will be affected into the final, camera-ready final submittal (100% Design).

**Bidding Assistance and Services During Construction.** It is anticipated that the BPMP component will be completed and advertised ahead of the other two project components. The design team will be available to respond to construction-related questions from prospective bidders. These 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 analysis. During construction, the design team will be available for technical assistance, addressing changes and responding to Requests for information (RFIs).

**Task 10-2 Design of Meadow Way Bridge Improvements and Seismic Retrofit of Creek Road Bridge –** The activities defined as Tasks 1 and 2 in the RFP for Meadow Way and Creek Road Bridges 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 the scope of services. The services are for both bridges, unless otherwise is noted.

**Task 10-2.1 - 30% Design Submittal -** This submittal will define the geometrics of the roadway at Meadow Way by developing layout plans, roadway typical sections, profile grades, a qualitative Existing Meadow Way Bridge Assessment Report, Bridge Advance Planning Studies (APS), Bridge General Plans, and Bridge Type Selection Report. It will also include the Retrofit Strategy Report for Creek Road Bridge, defining whether it is feasible to retrofit the bridge, how and for how much, or if it bridge should be replaced. The 30% Complete Design Submittal will include conceptual drawings for the following design plans for each bridge location.

**APE Maps and Field Review.** Please see the scope language from 10-1.1 C above for BPMP. It is anticipated the Field Review for the two bridges in projects will be performed separately and 4 months into the project's schedule.

**Preliminary Roadway Geometrics (Meadow Way only).** 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. The reports, plans, and other documents for all design submittals will be planned for combined bidding and concurrent construction and tailored for separate processing and bid if the need arises.

**Design Exceptions (Meadow Way only).** 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. An anticipated Design Exception will be the narrow bridge width resulting from a single traffic lane.

**Structural Aesthetic Features (Meadow Way only).** MacDonald Architects will coordinate with the project's bridge engineers in conceptualizing the design of Meadow Way 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/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 (Meadow Way only).** An Advance Planning Study (APS) will be prepared for Meadow Way 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.





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**Bridge Type Selection (Meadow Way only).** After the preferred bridge is selected for Meadow Way, CIC-MGE 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.

**Material Tests (Creek Road only).** Wiss, Janney, Elstner (WJE) will perform limited close-up surveys to record typical deterioration conditions at representative locations; perform limited non-destructive surveys of the reinforcing using ground penetrating radar at representative locations to document rebar density and cover; make limited inspection openings to measure rebar sizes; perform concrete strength testing and compression modulus testing; prepare report summarizing the findings from the close-up survey and strength tests for the bridge designers' use.

**Retrofit Strategy Report (Creek Road only).** Analysis of the seismic conditions of Creek Road Bridge will be performed using specialized bridge dynamic analysis software. If the bridge is found to be seismically vulnerable, conceptual seismic retrofit measures will be introduced. A Seismic Retrofit Strategy Report, describing the deficiencies and structural retrofit, along with a General Plan (GP), showing the repair concepts, will be submitted for this bridge. As an alternative to retrofitting, a replacement bridge for the site with its cost will also be explored and a GP prepared for cost comparison between replacement and retrofit. The design team will make recommendations to the Town based on the findings.

**Combined Bridge Type Selection and Bridge Retrofit Strategy Meeting.** CIC-MGE JV will coordinate and schedule a combined Type Section and Retrofit Strategy Meeting with the Town to discuss both bridges. Caltrans may also attend the meeting. The goal will be to obtain the approval of the bridge type and retrofit strategy at the meeting. The meeting minutes and final General Plan sheets will be submitted to the Town of Fairfax and Caltrans for approval.

**Task 10.2.2 - 65% Plans, Specifications & Estimate (Intermediate PS&E) -** This task will begin after the environmental document has reached a certain level of completion and there is confidence that the ensuing designs work will not be jeopardized by changes instigated by the environmental impacts analysis. For the purposes of this proposal, we are labeling the roadway, 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. Separate detour plans will be prepared when required. Based on the preliminary design concept, an initial study will be prepared identifying potentially significant impacts associated with traffic operations during construction as well as any increases in traffic during detours if closure is anticipated.

**Signing and Striping Plans.** Striping and Pavement Delineation plans will be prepared on 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 (Meadow Way only).** An analysis will be done to determine the drainage needs for the proposed improvements at Meadow Way. Preliminary drainage plans will be developed using a 10-year storm as the design criteria. This analysis will determine catch basin locations and pipe sizing needs.

**Street Lighting Plans (Meadow Way only).** The need for street lighting at Meadow Way 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





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utility will be established. All street conduits, wiring and pull boxes will meet local standards and applicable codes. Light lamps will be the efficient LED type with daylight sensors. Light poles will be selected with 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 be also identified and shown.

**Landscape Architecture.** WRA will design the revegetation based on our assessment that vegetation along San Anselmo Creek will be removed to implement these two projects. WRA has concluded an 80-90 linear feet of vegetation removal at the Meadow Way Bridge and 30-50 linear feet at the Creek Road Bridge may be necessary during construction. As a result, revegetation will be required by the CDFW as mitigation for the removal of riparian trees along the creek. In addition, revegetation will be required to prevent bank erosion and for aesthetics. WRA will include provisions for a drip irrigation system for the newly planted plants.

**Storm Water Pollution Prevention Plans (SWPPP) and Best Management Practices (BMPs).** Please see the BPMP Task 10-1.2 above for the description of this scope of work.

**Unchecked Bridge Plans.** Plans for both Meadow Way and Creek Road Bridges will be developed based on the civil layout, staging, hydraulics, topography and the recommendations in the Bridge Type Selection and Retrofit Strategy Reports. Aesthetic features for Meadow Way Bridge, such as treatment of the railings, belvederes and light fixtures, will be incorporated into the design, where applicable. Upon the completion of this phase work, the bridge plans will be 100% designed and detailed (but not independently checked), ready for independent check.

**Combined Intermediate Civil & Structural PS&E (65% Design).** Preliminary bridge and civil PS&E for each bridge will be combined and reviewed in-house as one package 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 Caltrans Standard Specifications will be the 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; Traffic Handling Plans; Construction Details; Drainage Layouts; Drainage Profiles; Signing and Pavement Delineation Layouts; Storm Water Pollution Prevention Plans (SWPPP); Utility Layouts; Landscaping and Revegetation Plans; Electrical Lighting Plans; and the entire set of Bridge Plans.

### Task 10.2.3 - 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-MGE 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 10.2.4 - 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 Caltrans format, will be submitted.



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It is anticipated that both bridges will be advertised together, requiring one bid package. However, the package will be split if concurrent advertising and construction will not be viable.

### **TASK 11 - BIDDING ASSISTANCE**

CIC-MGE JV will provide assistance with Right-of-Way and Utility Certifications as well as HBP Authorization to Proceed with Construction for each bridge. 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 assistance with determining the lowest responsible bidder.

### **TASK 12 – SERVICES DURING CONSTRUCTION**

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

**Pre-construction conference** – CIC-MGE 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-MGE 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-MGE will respond to the Contractor's questions communicated to through the Resident Engineer 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 two such visits per bridge 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 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.



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**Deliverables** - A consolidated list of deliverables for each of the 3 project components is presented based on the scope tasks. Numbers in brackets indicate hard copies submitted. Where the number is not shown, the requisite copies will be provided. Unless otherwise noted, deliverables are for all 5 bridges.

<b>Task 1</b>	<b>PROJECT MANAGEMENT AND ORGANIZATION</b>		
	Project Instructions Manual (10)	Minutes of various meetings (1)	
	Field observation notes (1)	Digital Photos (Electronic)	
	Copies of external memos & letters (1)		
<b>Task 2</b>	<b>ENVIRONMENTAL STUDIES AND PERMITS</b>		
	PES forms; Pre-Construction Notification (PCN) Water Quality Study Reports & Natural Environment Study (NES) and Streambed Alteration Agreement		
	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 (Creek Road & Meadow Way)		
	Visual Impact Assessment and Community Impact Assessment Reports (if needed)		
<b>Task 3</b>	<b>PUBLIC OUTREACH</b>		
	Mailing list; Announcement flyers; Fact Sheets, Meeting exhibits; Newsletters & Press Releases		
<b>Task 4</b>	<b>MAPPING AND SURVEYING (Meadow Way &amp; Creek Road)</b>		
	AutoCAD Base map & Digital Terrain Model (DTM).	Hybrid Map (24x36) for each site	
	Updated base map with design survey data.	Copies of title reports and deeds	
	Copies of field notes and utilities information	Plats & legal descriptions for easements	
	Cross-section survey data for Stetson Engineers	or right of way takes as-needed (optional)	
<b>Task 5</b>	<b>GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN</b>		
	Environmental Site Assessments (ESA) for Meadow Way and Creek Road Bridges		
	Preliminary and final Foundation Report for Meadow Way & Creek Road (5)		
	BPMP Geotechnical Memo for Canyon, Marin & Spruce (5)		
	Bridge Log of Test Borings on Meadow Way & Creek Road (1 mylar, copies)		
<b>Task 6</b>	<b>UTILITY INVESTIGATION AND COORDINATION</b>		
	Utility Markups & Updates. (Utility Plans will be included in civil plans.)		
<b>Task 7</b>	<b>Stream Hydrologic and Hydraulics (Creek Road &amp; Meadow Way)</b>		
	Preliminary & Final Hydraulics Report (5)	Location Hydraulic Study Report (5)	
<b>Task 8</b>	<b>STREAM GEOMORPHOLOGY</b>		
	Geomorphic Assessment and Erosion	Erosion Protection Memo for BPMP (5)	
	Protection Report for Meadow & Creek (5)	Location Hydraulic Study Report (5)	
<b>Task 9</b>	<b>TRAFFIC ANALYSIS (Creek Road &amp; Meadow Way)</b>		
	CEQA Traffic Studies (included in ED)	Traffic Detour & Staging plans	
<b>Task 10</b>	<b>CIVIL AND STRUCTURAL DESIGN</b>		
	BPMP Assessment Report (3)	Bridge Design and check calculations (1)	
	Meadow Way Bridge Assessment Report	Bridge independent check calculations (1)	
	Bridge Advance Planning Studies and Bridge Type	Quantity Calculations & Check (1)	
	Selection Report for Meadow Way (3)	Cost Estimates & Summary Forms (12)	
	Bridge General Plans (3)	RE Pending File (1)	
	Materials Test report for Creek Road (3)	Final Project Specifications (1)	
	Seismic Retrofit Strategy Report, Creek Road (5)	Final Reproducible Plans (1)	
	30%, 65%, 95% and Final Plans (5 sets each)		
<b>Task 11</b>	<b>BIDDING ASSISTANCE</b>		
	Contract Addenda and Response to bidder questions (if required)		
<b>Task 12</b>	<b>SERVICES DURING CONSTRUCTION</b>		
	Shop Drawings Review Comments, Response to RFIs & As-built Drawings		



## EXHIBIT 2 – MEADOW WAY BRIDGE ASSESSMENT & BPMP PHASE 1 SCOPE OF SERVICES

The tasks in the overall Scope of Services, Exhibit 1, are modified for Phase 1 as follows.

### **TASK 1 - PROJECT MANAGEMENT AND ORGANIZATIONAL LOGISTICS**

This will be the same as Tasks 1 in the overall Scope of Services (Exhibit 1), as it relates to the more limited Phase 1 services described below. For the existing Meadow Way Bridge, an initial qualitative structural assessment will be performed to establish the ultimate work to be done at this site. Later, the conclusions of the Assessment Report will be used to provide 2-3 alternate solutions for the site. Lifecycle costs for build and no-build alternatives will be provided. In addition, CIC will submit the overall project funding request for Meadow Way Bridge and BPMP early in the process in order to avoid delay and stoppage at the end of Phase 1.

### **TASK 2 - ENVIRONMENTAL STUDIES AND PERMITS**

From Task 2 in Exhibit 1, attendance of the environmental leads at the Project Charter Meeting, Field Review meeting with Caltrans and the one public outreach workshop is included.

### **TASK 3 - PUBLIC OUTREACH**

#### **Task 3.1 Targeted Communications and Small Group Meetings**

Each bridge is likely to have a different list of key stakeholders depending on the work involved and the adjacent land uses. Meadow Way Bridge will be of interest to adjacent neighbors as well as Meadow Way residents for whom this is the only point of egress. Residents close to bridges being rehabilitated will appreciate being informed of the nature of the work and will want to help identify mitigations to construction impacts. All bridges are likely to be of great interest to the bicycle and pedestrian advocates who would like to see safe crossings for non-motorized traffic integrated into the design.

In this task we will walk the area surrounding each of the bridges, making note of potentially affected businesses and residences, as well as identifying key stakeholders. The Fact Sheet (discussed below) will be sent to all residences and businesses within a half a mile of each of the Meadow Way Bridge and any of the three bridges in the BPMP project.

We will identify stakeholders and neighborhood groups around the Meadow Way Bridge as well as around the three bridges included in the BPMP. We will contact and meet with up to five of these groups, most likely at one of their regular meetings, explaining the projects, and gathering initial responses and concerns. This information will be brought back to the team in order to help shape the alternative designs, and to prepare responses for the Public Workshop and for the web site.

#### **Task 3.2 Public Information**

Information for the general public will be developed in a number of formats and will be readily accessible to everyone in Fairfax, as well as to visitors and employees in Fairfax who may be interested in these bridges. Our plan to reach people will include:

**Web Site Development** – We will develop and maintain a project website for the bridge program. All fact sheets and other information will be available for each bridge, as well as contact information and an opportunity to send immediate e-mail. Visitors to the website will be able to get on the mailing list for the project, get copies of all public documents, community meeting schedules and make comments. To add interest to the site, we will add any historic photographs and other images we can find for the bridge projects. We will develop this as an independent site that is linked to the Town's webpage, using the same style and graphics to be as seamless as possible with the Fairfax web site. This technique



## EXHIBIT 2 – MEADOW WAY BRIDGE ASSESSMENT & BPMP PHASE 1 SCOPE OF SERVICES

minimizes the impact on the Town's web developers and allows the consulting team to make updates and get information on the site in real time.

**Project Fact Sheets and Newsletters** – We will prepare a project fact sheet for the Meadow Way Bridge and the BPMP early in the process, to be mailed to all addresses within a half mile of the projects. The Fact Sheet describes the history of the bridge, its current state of repair, the need for the project, and intended actions. A cover letter will provide information on the project, project funding, planned meetings, and an outline of the project schedule. Fact sheets will be updated and will be available at all project meetings, as well as on the web. Working with the Town, we will identify public sites such as libraries where fact sheets can be posted. We will also approach businesses that might have community postings to allow us to add project fact sheets to their bulletin boards.

**Press Management** – Our Outreach Coordinator will be the primary press contact for all comments on the project. However, we will work closely with the Town to ensure that the project message is correctly portrayed. As issues come up, we will work with the Town to refine the message that will be delivered through the press. We expect some press coverage of the public meeting for the Meadow Way Bridge project/BPMP. We will make certain that all visual material is developed with the level of clarity that can be presented in newspaper stories, etc. to make the job of reporting the facts as easy as possible.

**Public Meetings** – During this phase, we will conduct one Public Open House/Workshop, to present the BPMP to the public, and to present preliminary data and findings including alternatives for the Meadow Way Bridge. The meeting is likely to include some type of presentation, with clear visual material, developed either on boards or in PowerPoint. There will be an opportunity for open house-style visiting to stations addressing individual issues on the project. These stations will be set up for interaction, making it easy for the public to voice concerns, understand trade-offs, and access the best person to address their question. After the meeting, we will compile a list of "Frequently Asked Questions" which will be posted along with responses on the website.

The Bridge Preventive Maintenance Program (BPMP) will be the first part of the project to be addressed, then the Meadow Way Bridge. Public input will be gathered, with multiple means of contact with the team provided, including written comments gathered on comment cards at the meetings, email, paper mail, and phone contacts. Meetings would be held in a convenient location in Fairfax, most likely the Fairfax Women's Club or a similarly suitable space.

We will develop an interactive meeting plan that will be designed to get meaningful public feedback about the alternatives in a workshop setting. Information gathered from the public meeting may be used to refine any of the initial designs and will be used to select a preferred alternative, which will be presented to the public at Commission and Council meetings in Phase 2 of the project. The preferred alternative will address the ideas and concerns raised by the public at the meeting, as well as feedback obtained throughout the outreach process.

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

Chaudhary will perform Task 4.1 (Field and Aerial Mapping), as well as Task 4.2 (Right-of-Way Base Maps) per the overall Scope of Services (Exhibit 1) for Meadow Way Bridge.

### **TASK 5 - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN**

Miller Pacific will perform Tasks 5.4 (Geotechnical Design Report for Meadow Way Bridge) in the overall Scope of Services (Exhibit 1) and provide a preliminary geotechnical memo for this bridge. Miller Pacific



## EXHIBIT 2 – MEADOW WAY BRIDGE ASSESSMENT & BPMP PHASE 1 SCOPE OF SERVICES

will also perform Task 5.5 (Geotechnical Consultation for BPMP for Bridges on Canyon, Marin and Spruce Roads) and provide a letter report with recommendations.

### **TASK 6 - UTILITY INVESTIGATIONS AND COORDINATION**

CIC will begin inventorying the utilities in and around the structures at Meadow Way and Canyon, Marin and Spruce Roads and plan the improvements around them, whether they will be protected in place or relocated.

### **TASK 7 - STREAM HYDROLOGIC AND HYDRAULIC ANALYSIS**

This task is not applicable in this phase.

### **TASK 8 - STREAM GEOMORPHOLOGY**

This task is not applicable in this phase for Meadow Way. However, Geomorph will attend field meetings with the design team for the bridges in BPMP and perform Task 8.1 of Exhibit 1 (Design, Permitting, and Implementation Support for BPMP).

### **TASK 9 - TRAFFIC ANALYSIS**

Parisi Transportation Services will attend the project Charter Meeting as well as one public outreach workshop as part of its overall scope in Exhibit 1 and provide input.

### **TASK 10 - CIVIL AND STRUCTURAL DESIGN**

For BPMP, Task 10-1.1 of Exhibit 1 (Phase 1 BPMP Design), except the preparation of APE Map, will be included.

For Meadow Way Bridge, work to produce a qualitative Structural Assessment Report, as well as portions of Task 10-2.1 (30% Design Submittal) from Exhibit 1 will be performed as follows. Instead of the 30% Design submittal in this task, the Phase 1 engineering deliverable target will be a 15%-20% milestone. The tasks from 10-2.1 will include: Preliminary APE Map and Field review, Preliminary Roadway Geometrics, Design Exceptions, Structural Aesthetic Features and Bridge Advance Planning Studies. If bridge replacement becomes the preferred alternate by the Town, MacDonald Architects will coordinate with the project's bridge engineers in conceptualizing the design of a new Meadow Way Bridge and all of its related architectural amenities. Up to three viable bridge types, based on community input and direction from the Town Council, will be presented and the most suitable bridge recommended. A combined meeting for Bridge Type Selection and Bridge Retrofit Strategy (Creek Road) will be held.

### **TASK 11 - BIDDING ASSISTANCE**

This task is not applicable in this phase.

### **TASK 12 – SERVICES DURING CONSTRUCTION**

This task is not applicable in this phase.

**Fees** – The fees requested for the work outlined in this Scope of Services, the work for some of which references Exhibit 1, are \$140,000 and \$89,140 for Meadow Way Bridge and BPMP, respectively. It is noted that the cost of preparing the Structural Assessment Report for Meadow way Bridge, or \$10,520 has been deferred to the next phase of the project.



The tasks in the overall Scope of Services, Exhibit 1, are modified for Phase 1 as follows.

### **TASK 1 - PROJECT MANAGEMENT AND ORGANIZATIONAL LOGISTICS**

This will be the same as Tasks 1 in the overall Scope of Services (Exhibit 1), as it relates to the more limited Phase 1 services described below. In addition, CIC will submit the overall project funding request for Creek Road Bridge early in the process in order to avoid delay and stoppage at the end of Phase 1.

### **TASK 2 - ENVIRONMENTAL STUDIES AND PERMITS**

From Task 2 in Exhibit 1, attendance of the environmental leads at the Project Charter Meeting, Field Review meeting with Caltrans and the one public outreach workshop is included. In addition, Kelly Biological Consulting and WRA will be assisting the geotechnical engineering subconsultant, Miller Pacific, with acquiring a permit to drill an exploratory boring for the bridge in San Anselmo Creek. The scope and fees include separate biological studies by the two subconsultants and \$4,800 in permit fees to secure permits from the resource agencies.

### **TASK 3 - PUBLIC OUTREACH**

#### **Task 3.1 Targeted Communications and Small Group Meetings**

Built in 1929, Creek Road Bridge was closed for several years after a washout in 2005. Although reopened at present, the bridge is eligible for seismic retrofit, and would also be eligible for replacement, should it be determined that the retrofit would exceed 50% of the estimated cost to replace the bridge. Through outreach we will solicit input from the nearby residents and other key stakeholders, and then in combination with the engineering studies and determinations, the Town can decide on a preferred option.

The retrofit of the Creek Road Bridge will concern neighbors directly adjacent, but will also affect those on Dominga Avenue and Forrest Avenue. Residents close to bridges being rehabilitated will appreciate being informed of the nature of the work and will want to help identify mitigations to construction impacts. All bridges are likely to be of great interest to bicycle and pedestrian advocates who would like to see safe crossings for non-motorized traffic integrated into the design.

Our work plan for Creek Road Bridge will mirror closely that for Meadow Way. In this task we will walk the area surrounding each of the bridges, making note of potentially affected businesses and residences, as well as identifying key stakeholders. The Fact Sheet (discussed below) will be sent to all residences and businesses within a half a mile of Creek Road Bridge.

We will identify stakeholders and neighborhood groups around the Creek Road Bridge. We will contact and meet with up to five of these groups, most likely at one of their regular meetings, explaining the project and gathering initial responses and concerns. This information will be brought back to the team in order to help shape the alternative designs, and to prepare responses for the Public Workshop and for the web site.

#### **Task 3.2 Public Information**

Information for the general public will be developed in a number of formats and will be readily accessible to everyone in Fairfax, as well as to visitors and employees in Fairfax who may be interested in these bridges. Our plan to reach people will include:



**Web Site Development** – We will develop and maintain a project website for the bridge program. All fact sheets and other information will be available for each bridge, as well as contact information and an opportunity to send immediate e-mail. Visitors to the website will be able to get on the mailing list for the project, get copies of all public documents, and make comments. To add interest to the site, we will add any historic photographs and other images we can find for the bridge projects. We will develop this as an independent site that is linked to the Town's webpage, using the same style and graphics to be as seamless as possible with the Fairfax web site. This technique minimizes the impact on the Town's web developers and allows the consulting team to make updates and get information on the site in real time.

**Project Fact Sheets and Newsletters** – We will prepare a project fact sheet for the Creek Road Bridge early in the process, to be mailed to all addresses within a half mile of the projects. The Fact Sheet describes the history of the bridge, its current state of repair, the need for the project, and intended actions. A cover letter will provide information on the project, project funding, planned meetings, and an outline of the project schedule. Fact sheets will be updated and will be available at all project meetings, as well as on the web. Working with the Town, we will identify public sites such as libraries where fact sheets can be posted. We will also approach businesses that might have community postings to allow us to add project fact sheets to their bulletin boards.

**Press Management** – Our Outreach Coordinator will be the primary press contact for all comments on the project. However, we will work closely with the Town to ensure that the project message is correctly portrayed. As issues come up, we will work with the Town to refine the message that will be delivered through the press. We expect some press coverage of the public meeting for the Creek Road Bridge project. We will make certain that all visual material is developed with the level of clarity that can be presented in newspaper stories, etc. to make the job of reporting the facts as easy as possible.

**Public Meetings** – During Phase 1, we will conduct one Public Open House/Workshop, to present the preliminary alternatives for the Creek Road Bridge Replacement. The meeting is likely to include some type of presentation, with clear visual material, developed either on boards or in PowerPoint. There will be an opportunity for open house-style visiting to stations addressing individual issues on the project. These stations will be set up for interaction, making it easy for the public to voice concerns, understand trade-offs, and access the best person to address their question. After the meeting, we will compile a list of "Frequently Asked Questions" which will be posted along with responses on the website.

Public input will be gathered, with multiple means of contact with the team provided, including written comments gathered on comment cards at the meetings, email, paper mail, and phone contacts. Meetings would be held in a convenient location in Fairfax, most likely the Fairfax Women's Club or a similarly suitable space.

We will develop an interactive meeting plan that will be designed to get meaningful public feedback about the alternatives in a workshop setting. Information gathered from the public meeting may be used to refine any of the initial designs and will be used to select a preferred alternative, which will be presented to the public at Commission and Council meetings in Phase 2. The preferred alternative will address the ideas and concerns raised by the public at the meeting, as well as feedback obtained throughout the outreach process.

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

Chaudhary will perform Task 4.1 (Field and Aerial Mapping), as well as Task 4.2 (Right-of-Way Base Maps) per the overall Scope of Services (Exhibit 1) for Creek Road Bridge.





## EXHIBIT 3 – PHASE 1 CREEK ROAD SCOPE OF SERVICES

### **TASK 5 - GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN**

Miller Pacific will perform Tasks 5.5 (Geotechnical Design Report for Seismic Retrofit of Creek Road Bridge) in the overall Scope of Services (Exhibit 1) and provide a geotechnical memo for this bridge with preliminary foundation design recommendations.

### **TASK 6 - UTILITY INVESTIGATIONS AND COORDINATION**

CIC will begin inventorying the utilities in and around the structure at Creek Road and plan the improvements around them, whether they will be protected in place or relocated.

### **TASK 7 - STREAM HYDROLOGIC AND HYDRAULIC ANALYSIS**

This task is not applicable in this phase.

### **TASK 8 - STREAM GEOMORPHOLOGY**

This task is not applicable in this phase.

### **TASK 9 - TRAFFIC ANALYSIS**

Parisi Transportation Services will attend the project Charter Meeting as well as one public outreach workshop as part of its overall scope in Exhibit 1 and provide input.

### **TASK 10 - CIVIL AND STRUCTURAL DESIGN**

All applicable activities for Creek Road Bridge in Task 10-2.1 (30% Design Submittal) of Exhibit 1 will be performed. A combined meeting for Bridge Retrofit Strategy and Bridge Type Selection (Meadow Way) will be held.

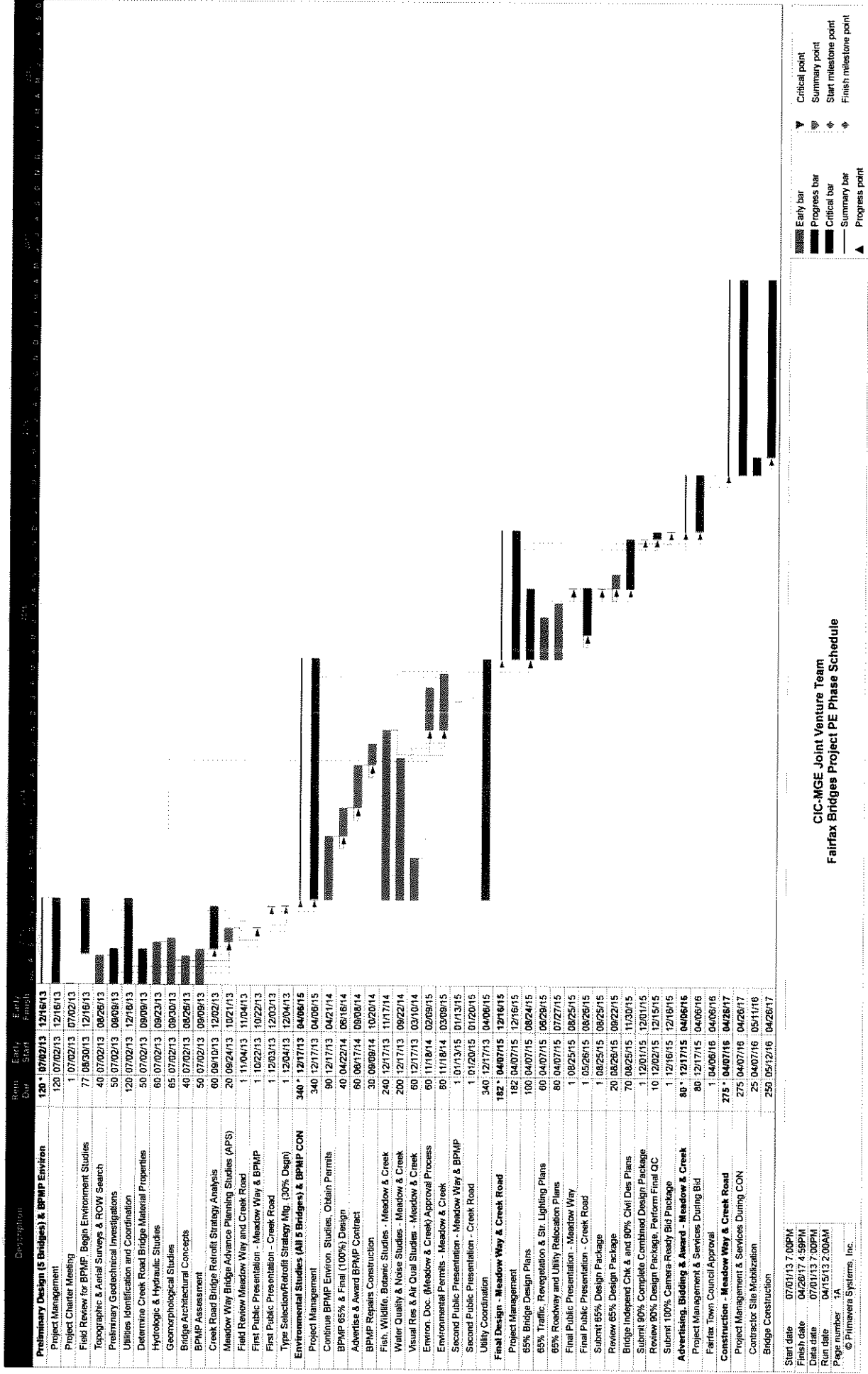
### **TASK 11 - BIDDING ASSISTANCE**

This task is not applicable in this phase.

### **TASK 12 – SERVICES DURING CONSTRUCTION**

This task is not applicable in this phase.

**Fees** – The fees requested for the work outlined in this Scope of Services, the work for some of which references Exhibit 1, is \$246,850.



CIC-MGE Joint Venture Team  
Fairfax Bridges Project PE Phase Schedule

Start date 07/01/13 7:00PM  
Finish date 04/26/17 4:59PM  
Data date 07/01/13 7:00PM  
Run date 04/15/13 2:00AM  
Page number 1A  
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# ORGANIZATION CHART



## Town of Fairfax Department of Public Works

### Permitting Agencies

California Department of Transportation (Caltrans)

California Department of Fish & Game

US Army Corps of Engineers

US Fish & Wildlife Service

National Oceanic and Atmospheric Administration fisheries

Regional Water Quality Control Board

Project Manager

Nader Tamannaie, PE

QA/QC - Constructability Review

Matt Morzadzi, PE

CIC-MGE IV

Assistant Project Manager

Robert Sennett, PE, SE

CIC-MGE IV

## PROJECT TEAM

### SUPPORT SERVICES

NEPA/CEQA Studies  
& Landscape Architecture

WRA-Kelly

Geoff Kelly

Task Lead/Sr. Environmental Planner

Michael Kelly

Professional Wetland Scientist

Justin Semion, PWS

Aquatic Ecologist

Rob Schell

Wildlife Biologist

Daniel Chase

Wildlife Biologist

Tyler Barnes

Environmental Planner & Biologist

Ingrid Marken

Landscape Architect

Michael Thill

Air Quality

Christopher McMorris

Historical Surveys

Patricia Mikkelsen

Archaeology

### DESIGN

Hydrology / Hydraulics,  
Geomorphology & Drainage

Stetson Engineers

Joe DeMaggio, PE

Lead Hydraulic Design Engineer

James Kelly, PE

Task Lead

Xiaoping Zeng, PhD, PE

Hydraulic Engineer/Hydrologist

GeomorphDESIGN

Matt Smetzer, PE

Geomorphologist

Civil Engineering

CIC-MGE IV

Steve Jackson, PE

Civil Project Engineer

Jeff Crovitz, PE

Utilities Coordination, SWPPP

Manouch Boroumand

Street Lighting Design

Bridge Architecture

MacDonald Architects

Don MacDonald, FAIA

Task Lead

Andy Hill

Bridge Architect

Public Outreach

Nelson\Wygaard

Valerie Taylor

Public Outreach Lead

Bonnie Nelson

Associate Project Planner

Danielle Perrone

Public Coordination

### SUPPORT SERVICES

Materials Testing

Wiss\Janney\Elstner

Dan Ellbeck

Material Testing Lead

Paul Krauss

Materials Testing

Aaron Weiss

Materials Testing

Traffic Engineering

Parisi Associates

David Parisi, PE, TE

Traffic/Civil Engineer

Structural Engineering

CIC-MGE IV

Robert Sennett, PE, SE

Bridge Project Engineer

Manouch Mahmoudzadeh, PE

Bridge Engineer

Sean Fu, PE

Bridge Engineer

Diane Wang, PhD, PE

Independent Design Check

Geotechnical Engineering

Miller Pacific Engineering Group

Mike Morisoli, PE, GE

Geotechnical Lead

Surveying, Mapping & ROW

Chaudhary & Assoc.

Arvin Chaudhary, PE, PLS

Survey Lead

Helmut Korteck, PLS

Project Surveyor

## About our Team...

California Infrastructure Consultancy (CIC), Inc. and MGE Engineering have joined forces to form the joint venture CIC-MGE IV for this significant project. The principals of the two firms have known and worked with each other for over 34 years, since then they began their career at Caltrans Bridge in 1979. Since then, their two firms have worked together, most notably on bridge and civil design, as well as bridge constructions, projects for the City of Los Angeles.

The rest of this team is also composed of firms that are leaders in their specialties. They are all local, Marin County or Bay Area firms with strong roots in this part of the state and stellar performance records. The entire team has worked on projects in Fairfax, Ross Valley, Marin County or all of the above.

**California Infrastructure Consultancy, Inc. - Project Management, Civil and Structural & Street Lighting Design**  
Contact: Nader Tamannaie | 916-448-1380

**MGE Engineering, Inc. - Structural Design, Independent Check, Utilities, SWPPP Design**  
Contact: Robert Sennett | 916-421-1090

**Stetson Engineers - Hydrology, Hydraulics**  
Contact: Joe DeMaggio | 415-457-0701 ext. 20

**geomorphDESIGN - Geomorphology**  
Contact: Matt Smetzer | 510-219-1064

**Miller Pacific Engineering Group - Geotechnical**  
Contact: Mike Morisoli | 415-382-3444

**Nelson\Wygaard - Public Outreach**  
Contact: Valerie Taylor | 415-284-1544

**WRA- Environmental Studies, Landscape Architecture**  
Contact: Geoff Kelly | 415-454-8868 x140

**Kelly Biological Consulting - Biological Studies**  
Mick Kelly | 415-482-9703

**MacDonald Architects - Bridge Architecture**  
Contact: Don MacDonald | 415-626-9100

**Chaudhary - Surveys and Mapping**  
Contact: Arvin Chaudhary | 707-255-2729 ext. 107

**Wiss, Janney, Elstner - Materials Testing**  
Contact: Daniel Ellbeck | 510-428-2907 ex 525

**Parisi Associates - Traffic Engineering**  
Contact: David Parisi | 415- 388-8978



**MGE ENGINEERING, INC.**  
A Joint Venture

CALIFORNIA INFRASTRUCTURE CONSULTANCY

## **EXHIBIT "B"**

### **PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed \$479,000, which shall be paid on a time and materials basis, as specified in the attached proposal.

Other fees, costs, expenses and rates as described in the PROPOSAL (Exhibit A). In the event of any inconsistency between the terms of this Exhibit "B" and the PROPOSAL, the terms of this Exhibit "B" shall control.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Town of Fairfax, 142 Bolinas Road, Fairfax, CA 94930 , Attention: Town Manager, for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the TOWN and CONSULTANT, and shall be billed on a time and materials basis to the Town of Fairfax, 142 Bolinas Road, Fairfax, CA 94930 , Attention: Town Manager, for the same.

Town of Fairfax  
Highway Bridge Program  
Summary of Meadow Way Bridge PE Phase Hours & Costs Phase 1

MEADOW WAY BRIDGE SUMMARY													
Task	Task Total Hours	0	4	8	4	4	4	12	0	0	0	20	0
Task Cost	\$24,584	\$0	\$612	\$920	\$760	\$780	\$2,016	\$0	\$0	\$0	\$0	\$2,763	\$0
Task Total Hours	20	0	12	12	0	0	0	0	0	0	0	0	0
Task Cost	\$4,000	\$0	\$1,836	\$1,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total Hours	48	0	4	0	6	0	64	0	0	0	0	56	0
Task Cost	\$8,288	\$0	\$612	\$0	\$1,140	\$0	\$8,121	\$0	\$0	\$0	\$0	\$6,788	\$0
Task Total Hours	32	0	0	0	0	0	0	135	0	0	0	0	0
Task Cost	\$5,600	\$0	\$0	\$0	\$0	\$0	\$0	\$18,825	\$0	\$0	\$0	\$0	\$0
Task Total Hours	3	0	0	0	0	0	0	0	0	0	0	0	0
Task Cost	\$550	\$0	\$0	\$0	\$0	\$5,254	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total Hours	12	0	0	0	0	0	0	0	0	0	0	0	0
Task Cost	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total Hours	0	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	\$0
Task Total Hours	2	0	0	0	0	0	0	0	0	0	0	0	0
Task Cost	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total Hours	2	0	0	0	0	0	0	0	0	0	0	0	0
Task Cost	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Total Hours	156	0	0	0	0	0	0	0	0	0	0	56	0
Task Cost	\$20,456	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,195	\$0
Task Total Hours	0	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	\$0
Task Total Hours	0	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	\$0
Task Total Hours	439	0	20	20	10	51	76	135	0	0	0	132	0
Project Total Labor Cost	\$66,078	\$0	\$3,060	\$2,300	\$1,900	\$6,034	\$10,137	\$18,825	\$0	\$0	\$0	\$15,747	\$0
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$302	\$65	\$0	\$0	\$0	\$0	\$0	\$0
Subconsultants	\$67,651	\$0	\$0	\$0	\$0	\$3,622	\$0	\$3,470	\$0	\$0	\$0	\$0	\$0
Sub Markup (10% Max)	\$5,074	\$0	\$0	\$0	\$0	\$362	\$0	\$347	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expenses	\$1,200	\$0	\$0	\$0	\$0	\$80	\$600	\$0	\$0	\$0	\$0	\$800	\$0
Total PE Phase Cost	\$140,003	\$0	\$3,060	\$2,300	\$1,900	\$10,400	\$10,802	\$22,642	\$0	\$0	\$0	\$16,547	\$0

Town of Fairfax  
Highway Bridge Program  
Summary of Creek Road Bridge PE Phase Hours & Costs Phase 1

CREEK ROAD BRIDGE SUMMARY														
Task Total Hours	200	0	4	8	4	4	4	16	0	0	28	0	0	264
Task Cost	\$25,292	\$0	\$612	\$920	\$760	\$780	\$2,688	\$0	\$0	\$0	\$4,008	\$0	\$0	\$35,062
Task Total Hours	28	8	32	140	0	0	0	0	0	0	0	0	0	208
Task Cost	\$5,600	\$1,901	\$4,116	\$16,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,717
Task Total Hours	32	8	4	0	6	0	0	120	0	0	0	0	0	170
Task Cost	\$5,088	\$1,901	\$612	\$0	\$1,140	\$0	\$14,169	\$0	\$0	\$0	\$0	\$0	\$0	\$22,910
Task Total Hours	44	0	0	0	0	0	0	0	135	0	0	0	0	179
Task Cost	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,825	\$0	\$0	\$0	\$0	\$26,825
Task Total Hours	14	0	0	0	0	0	0	0	0	0	0	0	0	70
Task Cost	\$2,300	\$0	\$0	\$0	\$0	\$0	\$6,103	\$0	\$0	\$0	\$0	\$0	\$0	\$8,403
Task Total Hours	24	0	0	0	0	0	0	0	0	0	0	0	0	24
Task Cost	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Task Total Hours	10	0	0	0	0	0	0	0	0	0	0	0	0	10
Task Cost	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Task Total Hours	4	0	0	0	0	0	0	0	0	0	0	0	0	4
Task Cost	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
Task Total Hours	26	0	0	0	0	0	0	0	0	0	0	0	0	26
Task Cost	\$3,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,720
Task Total Hours	350	8	0	0	0	0	0	0	0	0	195	0	0	553
Task Cost	\$48,016	\$1,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,266	\$0	\$0	\$77,183
Task Total Hours	0	0	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	\$0	\$0
Task Total Hours	0	0	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	\$0	\$0
Task Total Hours	732	24	40	148	10	60	136	136	135	0	223	0	0	1,508
Project Total Labor Cost	\$104,416	\$5,702	\$5,340	\$17,020	\$1,900	\$6,883	\$16,857	\$18,825	\$0	\$0	\$31,276	\$0	\$0	\$208,219
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Subconsultants	\$130,749	\$0	\$0	\$0	\$0	\$5,600	\$0	\$3,470	\$0	\$0	\$6,500	\$0	\$0	\$15,570
Sub Markup (10% Max)	\$9,806	\$0	\$0	\$0	\$0	\$560	\$0	\$347	\$0	\$0	\$650	\$0	\$0	\$11,363
Permit Fees	\$0	\$0	\$0	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,800
Other Direct Expenses	\$1,880	\$0	\$0	\$0	\$0	\$60	\$584	\$0	\$0	\$0	\$4,075	\$0	\$0	\$6,599
Total PE Phase Cost	\$246,852	\$5,702	\$5,340	\$21,820	\$1,900	\$13,403	\$17,441	\$22,642	\$0	\$0	\$42,501	\$0	\$0	\$246,852



Town of Fairfax  
Highway Bridge Program  
Summary of BPMP PE Phase Hours & Costs Phase 1

BPMP SUMMARY													
Task Total Hours	82	4	8	12	0	0	16	0	0	0	0	0	122
Task Cost	\$14,160	\$950	\$1,224	\$1,380	\$0	\$0	\$2,688	\$0	\$0	\$0	\$0	\$0	\$20,403
Task Total Hours	20	0	12	12	0	0	0	0	0	0	0	0	44
Task Cost	\$3,600	\$0	\$1,836	\$1,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,816
Task Total Hours	33	4	4	0	0	0	79	0	0	0	0	0	120
Task Cost	\$6,400	\$950	\$612	\$0	\$0	\$0	\$9,701	\$0	\$0	\$0	\$0	\$0	\$17,663
Task Total Hours	0	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	\$0
Task Total Hours	4	0	0	0	0	0	16	0	0	0	0	0	20
Task Cost	\$800	\$0	\$0	\$0	\$0	\$0	\$2,666	\$0	\$0	\$0	\$0	\$0	\$3,466
Task Total Hours	28	0	0	0	0	0	0	0	0	0	0	0	28
Task Cost	\$4,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400
Task Total Hours	8	0	0	0	0	0	0	0	0	0	0	0	8
Task Cost	\$1,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350
Task Total Hours	4	0	0	0	0	0	0	0	0	0	0	0	20
Task Cost	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,360
Task Total Hours	2	0	0	0	0	0	0	0	0	0	0	0	2
Task Cost	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Task Total Hours	140	8	0	0	0	0	0	0	0	0	0	0	164
Task Cost	\$19,208	\$1,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,669
Task Total Hours	0	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	\$0
Task Total Hours	0	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	\$0
Project Total Hours	321	16	24	24	0	0	95	0	16	0	0	0	528
Project Total Labor Cost	\$51,118	\$3,802	\$3,672	\$2,760	\$0	\$0	\$12,389	\$0	\$5,120	\$0	\$0	\$0	\$81,526
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$0	\$333	\$0	\$0	\$0	\$0	\$0	\$333
Subconsultants	\$31,656	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,656
Sub Markup (10% Max)	\$3,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,166
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Direct Expenses	\$3,200	\$0	\$0	\$0	\$0	\$0	\$40	\$875	\$0	\$0	\$0	\$0	\$4,115
Total PE Phase Cost	\$89,140	\$3,802	\$3,672	\$2,760	\$0	\$0	\$3,039	\$13,264	\$0	\$5,120	\$0	\$0	\$89,140



## 2013-2014 Fee Schedule

### California Infrastructure Consultancy

<u>Staff or Cost Item</u>	<u>Hourly Rate</u>
Principal Engineer	\$200
Senior Engineer	\$175
Associate Engineer	\$150
Assistant Engineer	\$120
CAD Technician	\$120
Administrative Assistant	\$36 to \$54
Travel Mileage	\$0.55 per mile
Other Travel (Car rental, hotel, etc.)	At Cost
Postage & Shipping	At Cost



## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to TOWN that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to TOWN that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind TOWN to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TOWN, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from TOWN of the desire of TOWN for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products which CONSULTANT delivers to TOWN pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. TOWN shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the TOWN at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of TOWN.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the TOWN.

10) INDEMNIFY AND HOLD HARMLESS.

a) If this AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the TOWN, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN.

b) If this AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the TOWN, its officers, agents, employees or volunteers.

c) It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

d) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the TOWN shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the TOWN if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The TOWN desires wherever possible, to hire qualified local residents to work on Town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors,

contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13) FEDERAL REQUIREMENTS. If federal funds are involved in this Agreement, CONSULTANT shall comply with the federal requirements in Exhibit "E". As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

14) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the TOWN or any TOWN official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any TOWN decision beyond these conclusions, advice, recommendation, or counsel.

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### **1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### **2) INDUSTRY SPECIFIC COVERAGES**

The following insurance is also required:

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

#### **3) INSURANCE PROVISIONS**

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The TOWN, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or

automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN, its officers, officials, employees or volunteers.

- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the TOWN, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the TOWN, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the TOWN.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the TOWN.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the TOWN with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the TOWN or on forms equivalent to CG 20 10 11 85 subject to TOWN approval. All insurance certificates and endorsements are to be received and approved by the TOWN before work commences. At the request of the TOWN, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.