



# TOWN OF FAIRFAX

## STAFF REPORT

### November 5, 2014

**TO:** Mayor and Town Council

**FROM:** Garrett Toy, Town Manager 

**SUBJECT:** Approve agreement with Coastland Engineering in an amount not to exceed \$24,000 for the design of the Pavilion Parking Lot

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#### **RECOMMENDATION**

Authorize the Town Manager to execute an agreement with Coastland Engineering in an amount not to exceed \$24,000 for the design of the Pavilion Parking Lot

#### **DISCUSSION**

At its September 2014 meeting, the Council approved the reprogramming of the Per Capita grant funding from the California Department of Parks and Recreation. Specifically, the Council reprogrammed \$89,600 from the ADA improvements for the Pavilion Seismic Retrofit project to the reconstruction of the Pavilion Parking Lot. The funds needed to be reprogrammed because the State Park grant funds must be used by March 31, 2015. The earliest the Seismic Retrofit project could proceed is late FY14-15.

The design schedule anticipates making bid packets available in January and the Council awarding a bid in February 2015. Based on a lot size of approximately 13,500 sf., the project's preliminary cost estimate is \$130,000. However, we will have a better estimate once the project is at 85% design.

Staff will be recommending that the TAM Measure A funds (transportation funding) reserved for the Parkade renovation project in FY13-14 be reallocated to the Pavilion Parking Lot. As the Parkade project is not slated to begin until FY14-15, the Council can allocate Measure A funds for FY14-15 for the Parkade as part of the budget approval process. No budget amendments are required at this time. Staff will request budget amendments to the adopted FY14-15 Capital Improvement Program (CIP) at the time of bid award.

Coastland has acted as the Town Engineer for road and street improvements since 2009.

#### **FISCAL IMPACT**

None at this time. The current grant will cover the design costs.

#### **ATTACHMENT**

Agreement with scope of work

**TOWN OF FAIRFAX  
DESIGN PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Fairfax (hereinafter referred to as the "TOWN") and Coastland Civil Engineering, Inc., a California Corporation (hereafter referred to as "CONSULTANT").

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

**ARTICLE 1  
SCOPE OF SERVICES**

**1.1 Project Description**

The Project is described as follows:

Designing the Pavilion Parking lot improvements

**1.2 Description of Services**

CONSULTANT shall: Provide services to design the Pavilion (Bank St.) Parking Lot Improvements which includes full pavement reconstruction and restriping per the CONSULTANT's Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

**1.3 Schedule of Work**

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

**ARTICLE 2  
COMPENSATION**

**2.1 Fee**

TOWN agrees to compensate CONSULTANT an amount not to exceed Twenty-Three Thousand Seven Hundred Fifty One dollars (\$23,752.00) for services as described in Article 1.

**2.2 Terms of Compensation**

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

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

### 2.3 Additional Services

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

### 2.4 Term of Agreement

This Agreement shall commence on October 1, 2014 and shall terminate on March 31, 2015 unless sooner terminated pursuant to Article 4 of this Agreement. Additionally, there shall be 3 month option to renew the Agreement with the mutual written consent of both parties.

## ARTICLE 3 INDEMNIFICATION AND INSURANCE

### 3.1 Indemnification, Hold Harmless, and Duty to Defend

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

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

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

### 3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

### 3.3 Professional Liability

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

### 3.4 Automobile Liability

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

### 3.5 Worker's Compensation

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

### 3.6 Notice of Cancellation

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

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

### 3.7 Entire Policy and Certificate of Insurance

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

### 3.8 Primary Coverage

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

## ARTICLE 4

### TERMINATION

#### 4.1 Termination of Agreement

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

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

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

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

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

CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the TOWN has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the TOWN, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of TOWN officials, harmless from any loss, claim or liability in any way related to a claim that TOWN's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the TOWN is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for TOWN the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for TOWN; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

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

## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Representation

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

### 6.2 Fair Employment Practices/Equal Opportunity Acts

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

### 6.3 Personnel

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

### 6.4 CONSULTANT's Representations

CONSULTANT represents, covenants and agrees that: a) CONSULTANT is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONSULTANT's full performance under this Agreement; c) to the extent required by the standard of practice, CONSULTANT has investigated and considered the scope of services performed, has carefully considered how the services should be performed, and understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

#### 6.5 Conflicts of Interest

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

#### 6.6 Legal Action

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

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

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

#### 6.7 Assignment

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

Notwithstanding the above, CONSULTANT may use the services of persons and entities not in CONSULTANT's direct employ, when it is appropriate and customary to

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

#### 6.8 Independent Contractor

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

#### 6.9 Titles

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

#### 6.10 Entire Agreement

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

#### 6.11 Construction

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

#### 6.12 Non-Waiver of Terms, Rights and Remedies

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

6.13 Severability

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

6.14 Notice

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

To TOWN:

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

To CONSULTANT:

Responsible Person: Paul Wade

Coastland Engineering  
1400 Neotomas Ave  
Santa Rosa, CA 95405

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONSULTANT")

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

TOWN OF FAIRFAX  
("TOWN")

By: \_\_\_\_\_  
TOWN MANAGER

## **Exhibit A**

### **Consultant's Proposal**



October 23, 2014

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

Subject: Proposal for Engineering Design Services for the Bank Street Parking Lot Improvement Project

Dear Garrett,

In follow-up to our discussions, I am pleased to provide you with this letter proposal for services associated with the Bank Street Parking Lot Improvement Project.

#### Project Understanding

The Town has a grant for rehabilitation of the parking lot and access driveway adjacent to Bank Street. It is anticipated that the rehabilitation of the parking lot will consist of full pavement reconstruction (asphalt concrete over aggregate base), restriping and installation of parking bumpers where appropriate. As part of the striping improvements we will layout the parking lot configuration of stalls and drive aisles to maximize spaces. As part of the parking lot improvements an ADA compliant pedestrian access to the street area will be installed. This pedestrian access may require the need for a low retaining wall.

During design, Coastland's project engineer will field review the existing pavement condition to confirm that this is an appropriate pavement rehabilitation strategy. In order to keep costs down on this relatively simple project, a geotechnical investigation of the pavement and subgrade will not be conducted. For pavement reconstruction areas, we will design the road structural section using the appropriate traffic index and an assumed R-value.

We understand that all of the work will occur within the Town's existing rights-of-way and no right-of-way acquisition is necessary for this project.

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

## **SCOPE OF WORK**

### **Task 1 – Field Review and Background Information**

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

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

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

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

### **Task 2 – Meetings with Town Staff**

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

### **Task 3 – Topographic Survey**

Our subconsultant, Cinquini and Passarino, will conduct the topographic survey of the parking lot area. At a minimum, the topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to, fence line, pavement limits, pavement shoulder, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on the project control for the previous 41st Avenue topographic survey recently performed for Firma Design Group.

### **Task 4 – 85% Submittal**

Upon completion field review and background efforts, we will prepare an 85% submittal which will include preliminary plans, engineer's estimate and specifications. The plans will

include the design of the parking lot improvements and pedestrian access to the street, including grades and any necessary details.

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

### **Task 5 – Final Bid Documents**

The Final bid documents will be complete and will incorporate any comments from the Town on the 85% submittal. The final plans, specifications and estimate will be submitted electronically to the Town for a brief review prior to plotting final drawings. It is assumed that the purpose of this review is to confirm that all Town comments on the 85% submittal are addressed, and that no significant revisions are requested.

Final bid documents will be prepared including stamped and signed bond drawings and camera ready specifications. An electronic copy of the drawings and specifications will also be provided for the Town's records.

### **Task 6 – Bid and Contract Support**

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

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

### **Exceptions**

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

- Environmental assessments and clearances.
- Geotechnical evaluation.
- Public participation effort.
- Meetings in Fairfax.
- Construction assistance
- Grant Administration

**Schedule**

We understand the Town needs to have the design and construction complete by March 2015. Based upon a notice to proceed date by October 27<sup>th</sup>, 2014 we anticipate having design documents completed and ready for bidding by mid-January 2015. This schedule assumes a Town review period of 1 week for the 85% and Final submittals. It also assumes an approximate bid period of 2.5 weeks and a 3.5 week period for contract award, contractor bond and insurance submittal and issuance of a construction notice to proceed. It appears with this schedule construction could start the first week of March 2015, weather permitting.

2014/2015 SCHEDULE									
Task	Task Description	Weeks	October	November	December	January	February	March	April
NTP	Notice to Proceed	10/27/2014	★						
1	Field Review and Background Information	2 weeks							
2	Meetings with Town	4 meetings							
3	Topographic Suvey	3 weeks							
4	85% Submittal	4 weeks							
~	Town Review	1week							
5	Final Submittal	2 weeks							
~	Town Review	1week							
5	Final Bid Docs	1week							
6	Bid and Contract Support	2.5 weeks							
~	Contract Award and NTP	3.5 weeks							

## Estimated Cost

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$23,751. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

DESIGN WORK ESTIMATE											
Parking Lot - Bank Street								Town of Fairfax			
TASK INFORMATION			BILLING CLASSIFICATION & RATE						HOURS & COST INFORMATION		
Task No. (Consolidated Code)	Task Information	Principal Engineer	Supervising Engineer	Associate Engineer	CAD Designer	Const. Manager	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$185	\$165	\$125	\$115	\$145	\$75				
1 (106)	Field Review and Background Information										
	Field Review/Background Info		6	6	4				16	\$2,200	
	Coordination with Utility Companies			2	4				6	\$710	
2 (102)	Meetings with Town										
	Meetings		2						2	\$330	
3 (107)	Field Survey									\$3,036	Cinque and Passerino
	Coordinate with Surveyor		2		2				4	\$560	
4 (200)	85% PS&E Submittal										
	Plans		6	8	24				38	\$4,750	
	Specifications		2	8					10	\$1,330	
	Estimate			2	4				6	\$710	
	QA/QC	2				4			6	\$850	
5 (232)	100% PS&E Submittal										
	Plans		4	6	16				26	\$3,250	
	Specifications		2	4					6	\$830	
	Estimate			2	4				6	\$710	
	QA/QC	2				2			4	\$660	
6 (231)	Bid Assistance										
	Bid Administration		4	4	2		8		18	\$1,990	
	Bid Tabulation and Review		4	2			1		7	\$965	
	Reproduction and Travel							\$750		\$750	
	<b>Total Hours</b>	4	32	44	60	6	9		155		
	<b>Project Total</b>	\$740	\$5,280	\$5,500	\$6,900	\$870	\$675	\$750		\$23,751	

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

Sincerely,



Heidi Utterback, PE  
COASTLAND CIVIL ENGINEERING, INC.

Cc: Paul Wade

1400 Neotomas Avenue Santa Rosa, CA 95405

707.571.8005 Tel

707.571.8037 Fax

SANTA ROSA AUBURN

## **Exhibit B**

### **Schedule of Hourly Rates**

\$185 Principal Engineer

\$165 Supervising Engineer

\$125 Associate Engineer

\$115 Cad Designer

\$145 Construction Manager

\$ 75 Administration