



TOWN OF FAIRFAX

STAFF REPORT

September 2, 2015

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

SUBJECT: Discuss Caltrans determinations regarding the Meadow Way Bridge and approve contract amendment No. 4 with the California Infrastructure Consultancy for the environmental and design phase for the Meadow Way Bridge

RECOMMENDATION

- 1) Discuss Caltrans' determinations regarding the Meadow Way Bridge.
- 2) Authorize the Town Manager to execute Amendment No. 4 to the agreement with California Infrastructure Consultancy (CIC) to increase the contract amount by \$770,000 for a total not to exceed amount of \$2,013,360 for the design phase of the Meadow Way Bridge and extend the agreement to September 2018.

BACKGROUND

In October 2013, the Council awarded a contract to CIC to provide preliminary engineering, community outreach, environmental, and design services for five bridges in Fairfax. The project has progressed with community workshops conducted for all five bridges: Creek, Meadow, Marin, Spruce, and Canyon Road bridges. Contract Amendment No. 1 added \$140,000 to fund the Phase I work for the Meadow Way Bridge. Amendment No. 2 increased the contract by \$27,250 for additional work.

In September 2014, the Council approved contract Amendment No. 3 to increase the agreement by \$737,110 to allow CIC to begin the environmental and design work for the Spruce, Canyon, and Marin Road bridges (funded by the federal BPMP program) and Creek Road bridge seismic retrofit project.

DISCUSSION

For the past 18 months, staff and the consulting engineer have been working with the Caltrans Local Assistance Office in Oakland and Headquarters in Sacramento to get responses regarding the key issues brought up at the first community workshop regarding Meadow Way Bridge in November 2013. We also requested additional funding from Caltrans for completing various studies and reports to continue with the project including funds for more extensive community outreach.

A letter has been sent to neighborhood providing them an update on activities including the following Caltrans' determinations regarding the bridge:

- The bridge must be replaced. Caltrans indicates the bridge is Functionally Obsolete and they will not fund any repairs. Caltrans has agreed that a replacement bridge made of timber (i.e., wooden structure) would be allowed under the program. Initially, Caltrans would not allow a timber replacement bridge. However, we "appealed" their decision to the Federal Highway Administration who indicated a timber bridge is an option that is eligible for funding.

- Caltrans agreed, after much discussion, that the replacement bridge can be one-lane, but must meet current standards. The existing bridge is 14 feet wide including the guard rails. The minimum width of new bridges is 21 feet including rails.
- Caltrans authorized addition funding for engineering design and environmental assessments including funding for continued public outreach and to finish current studies and reports.

Staff believes these are major concessions from Caltrans regarding this project. For your reference attached is a copy of the letter sent to the neighborhood. In addition, all reports (e.g., geotechnical) to date have been posted to the bridge website (www.fairfaxbridges.com).

Similar to the previous contract amendments, Amendment No. 4 allows CIC to begin Phase II of the project which is environmental analysis and project design. The initial contract includes the entire scope of work for the project, but it was agreed that each phase would require Council approval of the funding.

This Amendment No. 4 will allow CIC to complete unfinished reports/studies and continue with the next step in the process, which is a community workshop. This workshop (to be scheduled in the Fall) will provide residents an opportunity to ask questions and hear directly from Caltrans staff who have agreed to attend the workshop. The workshop will also provide an opportunity for residents to comment on conceptual designs (e.g., bridge type).

The design and environmental phase will take 2-3 years to complete, with construction not anticipated to begin until FY18-19. So we still have a long time to go with plenty opportunity for community input on design and other issues. Given that the current contract with CIC expires September 1, 2016 and that the design may not be completed until FY18-19, we are recommending the contract be extended thru September 1, 2018.

FISCAL IMPACT

The \$770,000 includes approximately \$29,000 for CEQA costs which are not eligible for reimbursement. The grant will cover approximately 89% of the \$741,000 cost. The Town's matching costs including CEQA is approximately \$114,000 spread over 3 years. The FY15-16 Capital Improvement Program budget includes these expenditures for Meadow Way Bridge (Project 51-856). Caltrans also approved an additional \$8,000 for the Town to be reimbursed for other engineering costs (e.g., Town Engineer) related to reviewing and coordinating the work of CIC.

ATTACHMENTS

1. Contract Amendment No.4
2. Original Contract
3. Letter to neighborhood

AMENDMENT NO. 4 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 4 to Design Professional Services Agreement (this "Amendment No. 4") is entered into as of September __, 2015, by and between the TOWN OF FAIRFAX (the "Town") and CALIFORNIA INFRASTRUCTURE CONSULTANCY (the "Contractor"), with reference to the following facts:

RECITALS

A. Town and Contractor previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 (the "Contract"). Capitalized terms used in this Amendment No. 4 shall have the meanings assigned to them in the Contract.

B. The parties wish to modify the Contract as provided more particularly below.

AGREEMENT

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

1. Contractor shall complete the work for the Meadow Way Bridge per the Contract and the maximum amount payable under the Contract shall be increased by \$770,000.00 to a total not to exceed \$2,013,360.
2. Amend the term of the Contract to expire on September 1, 2018.
3. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Contractor have executed this Amendment No. 3 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

"CONTRACTOR"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**TOWN OF FAIRFAX
DESIGN PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of Sept., 2013, by and between the Town of Fairfax (hereinafter referred to as the "TOWN") and California Infrastructure Consultancy, Inc. (hereafter referred to as "CONSULTANT").

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

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Project Description

The Project is described as follows:

Preliminary engineering, environmental, community outreach, and design services for five bridges in Town as described in the attached CONSULTANT scope of work for Phase I. CONSULTANT shall not provide the proposed services for the Meadow Way Bridge until receipt of a written notice to proceed and amendment to this Agreement to provide compensation for the services.

1.2 Description of Services

CONSULTANT shall: Provide preliminary engineering, environmental, community outreach, and design services for five bridges as described in the TOWN's Request For Proposals, which is attached hereto as Exhibit "A" and incorporated herein by this reference, and in CONSULTANT's Proposal, which is attached hereto as Exhibit "B" 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. In the event of any conflict between Exhibits "A" and "B," the terms of Exhibit A shall control, except for the Phase I work described in Exhibit B. The proposed scope of work for the Meadow Way Bridge is included in the event the Agreement is amended to provide funding for work related to the Meadow Way Bridge.

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. CONSULTANT shall only proceed with the scope of work for the Creek Road Bridge and Marin, Spuce and

Canyon Road bridges. CONSULTANT shall not conduct any work for the Meadow Way Bridge until receipt of written notice to proceed and amendment to the Agreement to provide compensation for the services. 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 Three Hundred Thirty Nine Thousand dollars (\$339,000) for services as described in Article 1. The compensation for the Meadow Way Bridge is not included in the fee.

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 or Town Manager 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 September 1, 2013 and shall terminate on September 1, 2014 unless sooner terminated pursuant to Article 4 of this Agreement. Additionally, there shall be an one (1) -year 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 of Fairfax
 142 Bolinas Road .
 Fairfax, CA 94930

To CONSULTANT:
Responsible Person:
Address:

Nader Tamannaie, principal
930 Alhambra Blvd, Suite 220
Sacramento, CA 95816

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

Dated: _____ CALIFORNIA INFRASTRUCTURE CONSULTANCY
("CONSULTANT")

By: Nader Tamannaie

Printed Name: NADER TAMANNAIE

Title: PRESIDENT

By: _____

Printed Name: _____

Title: _____

Dated: 9/27/13

TOWN OF FAIRFAX
("TOWN")

By: [Signature]
Town Manager

APPROVED AS TO FORM:

By: _____
Town Attorney

Exhibit "A":
TOWN's Request For Proposals



TOWN OF FAIRFAX

REQUEST FOR PROPOSAL

PRELIMINARY ENGINEERING,
ENVIRONMENTAL AND DESIGN SERVICES
FOR

HIGHWAY BRIDGE PROGRAM

Meadow Way Bridge (No. 27C0008) Replacement
Creek Road Bridge (No. 27C0144) Seismic Retrofit

BRIDGE PREVENTIVE MAINTENANCE PROGRAM

Canyon Road Bridge (No. 27C0146)
Marin Drive Bridge (No. 27C0143)
Spruce Road Bridge (No. 27C0141)

MARCH 2013

Submit proposal to:

Wayne Bush
Acting Public Works Director
Town of Fairfax
142 Bolinas Rd
Fairfax, CA 94930

PROPOSALS DUE BY: 11:00 A.M., Wednesday, April 24, 2013

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TOWN OF FAIRFAX
HIGHWAY BRIDGE PROGRAM (HBP)
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)

INTRODUCTION

The Town of Fairfax is inviting qualified consulting engineering firms or consulting teams to submit a proposal to provide engineering and environmental services for the replacement of Meadow Way Bridge over San Anselmo Creek, the seismic retrofit of Creek Road Bridge over San Anselmo Creek, and the preparation of a Bridge Preventive Maintenance Program (BPMP) for three other bridges in the Town. This project is funded by the Highway Bridge Program (HBP), administered by Caltrans Local Assistance. HBP authorization has been obtained for Preliminary Engineering (PE), including environmental assessment and design for the bridges on Meadow Way and Creek Road. The BPMP has been programmed and is awaiting authorization.

This set of bridge projects ("the Project", as defined below) is funded through the Highway Bridge Program (HBP). The purpose of the Program is to replace, seismically retrofit, or maintain public highway bridges when the State and the Federal Highway Administration determine that a bridge is significantly important and is unsafe because of structural deficiencies, physical deterioration, or functional obsolescence.

The Project scope of work may include, but is not limited to, bridge and approach road Plans, Specifications & Estimate (PS & E), Geotechnical Investigation, Bridge Architecture, Mapping and Design Surveys, Right-of-Way (ROW) Engineering, Hydrologic and Hydraulic Analyses, Creek Geomorphology, Materials Testing, Traffic Handling, Utilities, Landscape Design, Project Management and Coordination, Environmental Assessment and Permitting, and Public Outreach. Consultant must be familiar with the guidelines and requirements of the Highway Bridge Program as administered by Caltrans. The Town reserves the right to adjust the scope of services as deemed appropriate and necessary.

The Town's consultant is expected to scope the Project based on the Project descriptions provided, as well as its team's site inspection and observations prior to the proposal. Once the Project is awarded, the consultant will provide services to secure additional federal funds if the current funds are inadequate. The consultant will also assist the Town with obtaining supplemental funds to meet the local obligation amounts from other local sources.

One consultant will be selected to handle all the tasks within the Project. The Project is to be handled in a turnkey fashion, including not only the technical tasks, but all administrative tasks, such as invoicing Caltrans, documentation, response to Caltrans and audit requirements, right-of-way certification, construction authorization, internal Town filing setup, etc. The Consultant will likely be working with Caltrans directly under the Acting Public Works Director's supervision. The consultant is to prepare an expenditure plan that lays out monthly cash flow expectations between the consultant and the Town. As much as possible, the Town needs a smooth approach to invoicing to avoid spikes that create payment problems due to cash flow.

The Town of Fairfax has established a DBE goal for this project of 4.6% (see Exhibit V for further information).

DESCRIPTION OF THE PROJECT

There are two bridges in the Town of Fairfax eligible for replacement and seismic retrofit funds and three others for which a Bridge Preventive Maintenance Program (BPMP) shall be prepared.

Replacement – Meadow Way Bridge (No. 27C-0008 over San Anselmo Creek), possibly including a temporary bridge.

Seismic Retrofit – Creek Road Bridge (No. 27C-0144 over San Anselmo Creek)

BPMP – Canyon Road Bridge (No. 27C-0146 over San Anselmo Creek)

May include wingwall replacement, wingwall fortification, abutment repairs

Marin Drive Bridge (No. 27C-0143 over Fairfax Creek)

May include wingwall replacement, wingwall repairs, spall repairs

Spruce Road Bridge (No. 27C-0141 over Fairfax Creek)

May include polyester concrete deck overlay, spall repairs, joint seal replacement, foundation erosion protection repairs

No as-built plans are available for any of the bridges, except two superstructure replacement plan sheets from 1996 for Canyon Road Bridge. Detailed descriptions of the replacement and seismic retrofit work required for the bridges can be found in Exhibit I. Because of federal funding, environmental assessment for both NEPA (Caltrans lead) and CEQA (Town of Fairfax lead) clearances will be required before final engineering can begin.

Exhibit I includes a map showing the locations of the bridges in this project.

SCOPE OF WORK

Consultant's general scope of work includes the preliminary engineering, environmental clearance, and design work necessary to replace Meadow Way Bridge, seismically retrofit Creek Road Bridge and correct the deficiencies of the bridges on Canyon Road, Marin Road and Spruce Road under the BPMP, for which funding is available and will be obtained in the future. Said designs will comply with all environmental requirements and will result in sets of bid-ready PS&E to be submitted to the Town and Caltrans for construction funding approval and authorization. Because of its more limited scope, the BPMP portion is expected to be advertised separately as one bid set ahead of the other two bridges, requiring a separate set of PS&E documents. Creek Road Bridge and Meadow Way Bridge may be advertised together as one contract, but the consultant is expected to be prepared to provide two separate sets of PS&E documents, if it becomes necessary to advertise each bridge separately. Construction management services are not included in this request for proposal.

The task list generally consists of the preparation of plans, specifications and estimates for the Project, including the preparation of all necessary CEQA, NEPA, Caltrans Local Assistance, Federal and any other agency-required documents. More specifically, the scope of work will include, but will not be limited to the following tasks. Other related services to produce Caltrans-approved bid sets should be anticipated.

ELEMENTS OF SCOPE FOR REPLACEMENT & SEISMIC RETROFIT:

TASK 1- PRELIMINARY ENGINEERING –BRIDGE TYPE SELECTION STUDY (FOR MEADOW WAY BRIDGE), SEISMIC RETROFIT STRATEGY (FOR CREEK ROAD BRIDGE) AND ENVIRONMENTAL ASSESSMENT

Bridge construction and permits must satisfy Local, State and Federal procedures for funding and environmental compliance. Preliminary engineering of bridge alternatives and selection of a preferred alternative is required in order for the project environmental impacts to be assessed. The work scope shall include, but is not limited to:

1. Attend Project Kickoff Meeting for both bridges in this task.
2. Attend Field Review and complete draft Field Review and Preliminary Environmental Studies (PES) Forms for both bridges in this task. Revise the PES forms based on the results of the Field Review.
3. Conduct Aerial Photogrammetry, Surveys, Mapping, and Right-of-Way Research, as needed for both bridges.
4. Prepare Hydrology and Bridge Hydraulics Report as well as Location Hydraulic Study Report (for environmental document) for both bridges in this task.
5. Perform Creek Geomorphological and Bridge Scour Analysis for both bridges in this task.
6. Undertake Geotechnical / Foundation Investigation, including R Values and recommendations for approach roadway design for both bridges in this task.
7. Determine whether lighting will be necessary for Meadow Way Bridge.
8. Conduct Roadway Alignment and Temporary Bridge Alignment Studies as needed. (Meadow Way Bridge).
9. For both bridges in this task, perform environmental and cultural resources assessment and draft appropriate documents; allow for public review and incorporate comments to issue final environmental documents that comply with Caltrans and CEQA/NEPA requirements; identify the regulatory agencies and obtain permits as needed. Consultant must ensure all proper environmental studies are conducted to clear all requirements and obtain the necessary permits.
10. Conduct Studies for Temporary Traffic Handling during construction for both bridges in this task.
11. Prepare and present alternatives assessment and make recommendation for the preferred bridge type (Meadow Way Bridge replacement project) in the Bridge Type Selection Report.
12. Perform testing to determine the concrete and rebar strengths and the approximate layout and sizes of the reinforcement in Creek Road Bridge. Perform bridge seismic analysis and prepare a Seismic Retrofit Strategy Report, including bridge replacement alternative(s), if necessary, and the cost of each option.

13. Implement a separate public outreach workshop for each bridge to effectively communicate the goals of the Project with the public, the Town Council and other stakeholders. Additionally, make at least one combined presentation to the public and another to the Town Council.
14. Submit for approval Bridge General Plans – (30% Design) for bridge replacement and bridge seismic retrofit.

**TASK 2 – BRIDGE AND SEISMIC RETROFIT DESIGN, ENGINEERING,
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**

Prepare plans, specifications, estimates and contract bid documents for each bridge in this portion of the Project. Specifications are to incorporate Town of Fairfax General Provisions and are to be prepared in final form and ready for bid. Tasks and deliverables provided by Consultant shall include the following during the design phase:

1. Consider Town's available project funding for the design process, provide recommendations for work scope adjustments based on budgetary constraints, and provide assistance in obtaining supplemental funding, as necessary.
2. Obtain necessary outside agency permits to satisfy the NEPA requirements. Prepare application packages for agencies that require permits for construction and work through the permit approval process.
3. Furnish additional surveys and geotechnical services required for the bridges.
4. Meet with Town Public Works staff and present preliminary design and construction cost estimates for review.
5. Coordinate with impacted utility companies, as needed, and schedule the planned relocations and improvements.
6. Perform an additional public outreach workshop for each bridge and make at least one presentation to the Town Council. Provide response to public and Town Council inquiries.
7. Assist the Town with ROW Certification / Temporary Construction Easements.
8. Prepare PS&E for Roadway/Civil Design, Detour Plans, Temporary Traffic Handling, Striping, Signage, SWPPP, Drainage, Landscaping, Creek Improvements (within the project footprint), Bridge Lighting (if necessary) and Structural Design. Prepare 65%, 90% and 100% design submittals.
9. Because of the environmental sensitivities of the project area, Best Management Practices (BMPs) design must be incorporated in the design. Both motorized and non-motorized access must remain available during construction.
10. All plans must be Caltrans-compliant and prepared using AutoCAD 2010 (or later) platform. Specifications shall use the latest Caltrans Standard Specifications, Special Provisions, Bridge Reference Specifications, and The Standard Specifications of the Cities and County of Marin. Submit electronic copies of plans and specifications (both AutoCAD and PDF) in addition to hard copies.
11. Consultant is required to provide all final deliverables, such as plans, studies, reports, calculations, permits and other documents, in sufficient count, as may be necessary, in addition to those listed in this RFP, for project approval. The final

product for bid advertisement shall also include one (1) set of unbound plans, specifications and estimate (PS&E), camera-ready and suitable for reproduction.

12. Implement turnkey project management and quality control services, including independent check by a separate licensed engineer for bridge and retrofit designs and quantity estimating tasks, as well as constructability reviews.
13. Prepare funding application for authorization to proceed with construction and submit to Caltrans Local Assistance for E-76 Authorization. Prepare ROW Certification documents for each bridge.
14. Provide bid phase support, including attending a pre-bid meeting, respond to requests for information and assist with any required bid addenda
15. Provide design services during construction. Respond to RFIs from the Contractor and perform technical reviews of submittals as required.
16. Meet with Public Works on a monthly basis, throughout the project period and provide project status briefings as needed.

ELEMENTS OF SCOPE FOR BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP):

PHASE 1 BPMP SCOPE OF WORK

1. Refer to the deficiencies of the three bridges stated earlier in this RFP. Conduct a preliminary assessment to analyze the bridges for existing and potential issues in coordination with the Bridge Preventive Maintenance Program goals, which appear in "Bridge Preventive Maintenance Program Guidelines" posted at Caltrans web site and reached through this link:

<http://www.dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm>.

2. As a part of a thorough assessment, the Consultant should also document any issues related to the age, construction, structural integrity, geometry, foundations and/or support structures of the bridge. Include any other related items affecting the integrity or lifespan of the bridges, public safety, or the overall functionality of the bridges. Specify deficiencies which may be outside of the limitations of the Preventive Maintenance Program.
3. After inspections and tests, where required, the consultant shall prepare a detailed Final Assessment Report, including preliminary plans and costs, narratives, listing of the environmental studies to be undertaken, etc. Document all of the necessary repairs and/or maintenance items. Provide design alternatives with cost, when justifiable. The approved BPMP Assessment Report will constitute the 30% level of completion for the BPMP component of the Town's project.
4. The consultant is required to be familiar with the work items specifically eligible for HBP reimbursement under the Bridge Preventive Maintenance Program, appearing in the Caltrans web site cited above.

5. Prepare the Field Review and Preliminary Environmental Studies (PES) Form and attend the Field Review meeting. Revise the PES forms based on the results of the Field Review.

PHASE 2 BPMP SCOPE OF WORK

The baseline BPMP project is that which addresses all the work necessary to address the deficiencies of the three bridges noted earlier under "DESCRIPTION OF THE PROJECT." The full scope of Phase 2 work shall be dependent on the final results of the Phase 1 analysis and the BPMP Assessment Report generated by the consultant. Depending on the results of the Assessment Report, the contract with the consultant will be modified to include all of the necessary tasks, design, and environmental requirements for completing this portion of work.

The Phase 2 scope of work may generally be described as follows:

1. Provide technical studies and documentation for CEQA and NEPA clearance. Coordinate with pertinent regulatory agencies and stakeholders, and obtain all necessary agency permits. Perform environmental and cultural resources assessment and draft appropriate documents; allow for public review and incorporate comments to issue final environmental documents that comply with Caltrans and CEQA/NEPA requirements. ~~Consultant must ensure all proper environmental studies are conducted to clear all requirements and obtain the necessary permits.~~
2. Perform field surveys and right-of-way research, as necessary. The right-of-way work shall be coordinated with Caltrans District 4 Local Assistance for the project right-of-way certification needs, post-PS&E period. Temporary construction easements may be required.
3. Coordinate a public outreach and workshop for all three bridges (e.g. meetings with stakeholders and Town Council meetings). For cost estimation, a total of two (2) meetings/workshops may be assumed and can be combined with other project workshops, if deemed reasonable by the Town.
4. Provide the necessary geotechnical studies for the design of improvements.
5. Include flood plain limits, a hydrology and hydraulics report and recommendations, and a Location Hydraulic Report for each bridge, if necessary.
6. Prepare plans, specifications and estimates for the project improvements. In addition to the structural details, the plans will identify all information regarding above-grade, at-grade and below-grade modifications, all exposed and underground utilities, manholes, gate valve boxes, survey monuments and any structures that would be affected by project construction.
7. Documents will be in a Caltrans-compliant format (units, scaling, etc.) and as approved by the Town of Fairfax. All plans must be prepared using AutoCAD, version 2010 or later. Electronic copies of the PS&E (AutoCAD, Word and PDF) must be submitted to the Town of Fairfax in addition to hard copies. It is anticipated that draft plans and documents will be submitted for approval at key stages of project development (i.e. 60%, 95% and 100%). Prepare Engineer's Estimate for project and design to accompany plans & specifications at 95%, and 100% submittals.

8. Because of the environmental sensitivities of the project area, Best Management Practices (BMPs) design must be incorporated in the design. Both motorized and non-motorized access must remain available during construction.
9. ~~Attend project and schedule update meetings, as appropriate, based on scope/agenda topics. The meetings may be combined with those held monthly for the bridge replacement and retrofit design. The consultant will be responsible for detailed progress reports.~~
10. Consultant is required to provide all final deliverables, such as plans, studies, reports, calculations, permits and other documents, in sufficient count, as may be necessary, in addition to those listed in this RFP, for project approval. The final product for bid advertisement shall also include one (1) set of unbound plans, specifications and estimate (PS&E) suitable for reproduction.
11. Implement turnkey project management and quality control services, including independent check by a separate licensed engineer for design and quantity estimating tasks, as well as constructability reviews.
12. Prepare funding application for authorization to proceed with construction and submit to Caltrans Local Assistance for E-76 Authorization. Prepare ROW Certification documents for each bridge.
13. Provide assistance during bid period, as well as during the construction. Attend a pre-bid meeting, provide technical assistance for responding to bidder's inquiries, bid evaluation, response to RFIs, perform technical reviews of submittals as required, etc.

CONTENTS OF PROPOSAL

To maintain uniformity in the evaluation process, your proposal shall be limited to a maximum of 60 pages on single-sided, 8½" x 11" paper (occasional 11" x17" sheets for charts and graphics are acceptable). The text font (ARIAL, TAHOMA, or similar) shall not be smaller than size 10. The cover letter, table of contents, front and back covers, section dividers, DBE Forms, and resumes are excluded from the page count. ***The proposal shall be bound, with tabbed section dividers, and include the following sections in order:***

Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. Address any exceptions to the Insurance requirements and/or the Professional Services Agreement, both of which are attached as Exhibit IV. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the Town of Fairfax on behalf of submitting firm/team.

Organization Chart

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the Town of Fairfax will not be permitted.

Prime Consultant Introduction

Include contact information and a brief summary of the firm's organization and history. (Provide a résumé of each key team member in Appendix 1). Provide two references (name, title, agency, and telephone number) for the Project Manager and Task Leaders from similar type/size projects.

Subconsultant Introduction

Include contact information and a brief summary of the firm's organization, history, and two firm references. Provide a brief résumé (one page each) of each key team member in Appendix 1.

Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project's construction cost. Discuss whether the design and construction were completed on time and within budget.

Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe Project Manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

Project Schedule

Describe the firm/team's (and specifically individual key team members') projected workload and capacity to complete the project according to proposed schedule. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Indicate the methods and tools used to develop the schedule and the plans to update it throughout the life of the project.

Scope of Services

Provide a detailed description of the proposed scope of services through PS & E, bid support, and construction support. The scope of services submitted with the Consultant's proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings for every aspect of the improvements program.

Additional Information

Provide any additional relevant information that may be useful for this project. Please limit this information to not more than two pages.

DBE Requirements:

Include the completed DBE forms found in Exhibit V.

Appendix 1

Include the key team members' résumés.

FEE PROPOSAL

1. Two copies of your proposed fee shall be submitted in a separate sealed envelope, plainly labeled "Fee Proposal" with the prime company's name and the project title.
2. The fee shall include services for PS & E, bid support, and services during construction.
3. The fee proposal shall include a cover letter stating the not-to-exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration.
4. The final contract price may be negotiated.

RFP DISTRIBUTION, SUBMISSION, AND SELECTION PROCESS

The Town will notify select firms as well as advertise publicly.

For questions concerning the RFP:

Questions concerning the RFP should be submitted via e-mail. The Town will collect questions on the RFP through Wednesday, April 10, 2013.

RFP Questions should be sent to: wtbush01@gmail.com (Wayne Bush)

The e-mail subject line should read: **RFP Questions for Highway Bridge Program**

The Town will respond to the RFP related questions as a group in writing, via email, to all contact persons of interested firms by Wednesday, April 17, 2013.

Five (5) copies of the proposal package are due by **11:00 a.m. on Wednesday, April 24, 2013**. The package shall be labeled "**Highway Bridge Program RFP**" and submitted to the Director of Public Works at the following address:

Wayne Bush – Acting Public Works Director
Town of Fairfax
142 Bolinas Rd
Fairfax, CA 94930

Late, faxed, or incomplete proposals will not be accepted.

Consultant Selection Committee will evaluate each proposal and rank the consultant teams based on the technical information, qualifications and check of references provided in the proposal. A copy of the evaluation sheet is enclosed for reference as Exhibit III. At the discretion of the Public Works Manager, interviews of the top ranked firms may be required. If interviews are necessary they will be held at the Town of Fairfax, tentatively scheduled for the week of May 6, 2013, after which the top-ranked team will be selected to negotiate the contract.

A blank Professional Services Agreement and appropriate attachments are enclosed for your review as Exhibit IV. Consultant's final scope of services will be attached and become part of the executed agreement as an exhibit. Each consultant must fully inform themselves of all project conditions and the efforts required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

Please also refer to Exhibit IV for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also identified with the Professional Services Agreement. The selected consultant will be required to provide insurance certifications for the given amounts.

RIGHT TO REJECT ALL PROPOSALS

The Town of Fairfax reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The Town also reserves the right to award a portion of work, or combination thereof.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The Town will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted to the Town of Fairfax will become the property of the Town.

CONSULTANT SELECTION TIMELINE:

- Advertising/Distribution of RFP March 13, 2013 (Wednesday)
- RFP Question Submittal Deadline April 10, 2013 (Wednesday)
- RFP Question Response Email April 17, 2013 (Wednesday)
- RFP Submittal Deadline April 24, 2013 11:00 a.m. (Wednesday)
- Consultant Interviews (Week of) May 6, 2013 (tentative)
- Consultant Selection May 16, 2013 (Thursday)

(See also Exhibit II – Approximate Project Schedule)

EXHIBIT I – PROJECT DESCRIPTION AND LOCATION

MEADOW WAY BRIDGE REPLACEMENT
Federal Project No. 5277 (025)
Detailed Project Description

The existing Meadow Way Bridge was constructed in the 1950s over San Anselmo Creek with a steel and timber superstructure on timber substructure pile extensions. The bridge has four spans, is approximately 70 feet long and 10 feet wide, and supports one lane of traffic nearly 25 feet above the creek bed. The bridge spans an average width to relatively wide section of San Anselmo Creek at a very sharp left channel bend and serves as the only egress and ingress point to a nearly two dozen residences across the creek from Cascade Drive.

There are no as-built plans available for the existing bridge. It has a Sufficiency Rating of 44 and is Functionally Obsolete. A scour Plan of Action (POA) report, filed with the Office of Structures maintenance in September 2010 recommended the structure be placed on the scour-critical bridges. The bridge is not historically significant and eligible for replacement. The Town has secured HBP funds to replace it.

The new bridge will likely be a one-lane crossing, approximately 80' long. The width of right-of-way through this crossing is limited and homes are located alongside of the approach roadways at all four corners of the bridge. This limited ROW width will also have to accommodate a single-lane temporary bridge, placed adjacent to the existing bridge, during the construction without impacting these properties. The Town will reevaluate the bridge geometrics when right-of-way and topographic survey data are completed.

Bridge replacement will require the demolition and removal of the existing bridge, including the partial removal of underground piling. The excavated abutment foundation areas may have to be enlarged to accommodate the foundations of the new bridge. Bridge replacement will necessitate access to, and construction work, in San Anselmo Creek. The access to the creek will likely be by ramping locally to the river bed area. Construction work in the creek may include new bridge foundations and driving or drilling new piles. Temporary supports, or falsework, may be placed in the creek in order to construct the new bridge superstructure. The construction work may be a one- or two-season project.

CREEK ROAD BRIDGE REPLACEMENT Federal Project No. 5277 (005) Detailed Project Description

The Creek Road Bridge over San Anselmo Creek, a structure in the Town of Fairfax, was constructed in 1929. This is a 4-span reinforced concrete structure, made up of four sets of reinforced concrete T-girders per span, simply supported on an abutment at each end of the bridge and on three 2-column bents in the creek. There are no as-built plans available for the bridge. However, a set of seismic retrofit plans, prepared in 1997 but never advertised, is available for the bridge. The previous funding for the project was de-obligated and the Town has secured new Seismic Safety Program funds to determine the bridge's vulnerabilities according to today's Caltrans standards. The bridge is not historically significant. A September 2010 Scour Plan of Action Report did not find significant bridge foundation scour.

In the initial PE phase of the project, during the Seismic Retrofit Strategy period, structural seismic vulnerability analysis will be performed again. A Seismic Retrofit Strategy Report for the bridge will be prepared by the Town and submitted to Caltrans. Retrofit concepts to address the bridge's seismic deficiencies will be presented. The construction cost of each of the concepts studied will be estimated and included in the Strategy Report. Replacement bridge options will also be studied and their cost estimates will be prepared.

Whether the bridge is seismically retrofitted or replaced, certain geotechnical, hydraulic and environmental studies will be conducted. To avoid the higher cost and environmental impacts of working on the elements of the bridge below its deck, the goal of seismic retrofit will be to limit the construction work to the superstructure and bridge approach roadway elements as much as possible. However, based on the vintage of the bridge construction, typical vulnerabilities in the bridge substructure and foundation are evident. The concrete bridge columns lack proper steel rebar confinement, having the potential of bursting and collapse under the extreme compressive seismic loads. The bridge is also stated to be on shallow spread footings, which may also be seismically inadequate.

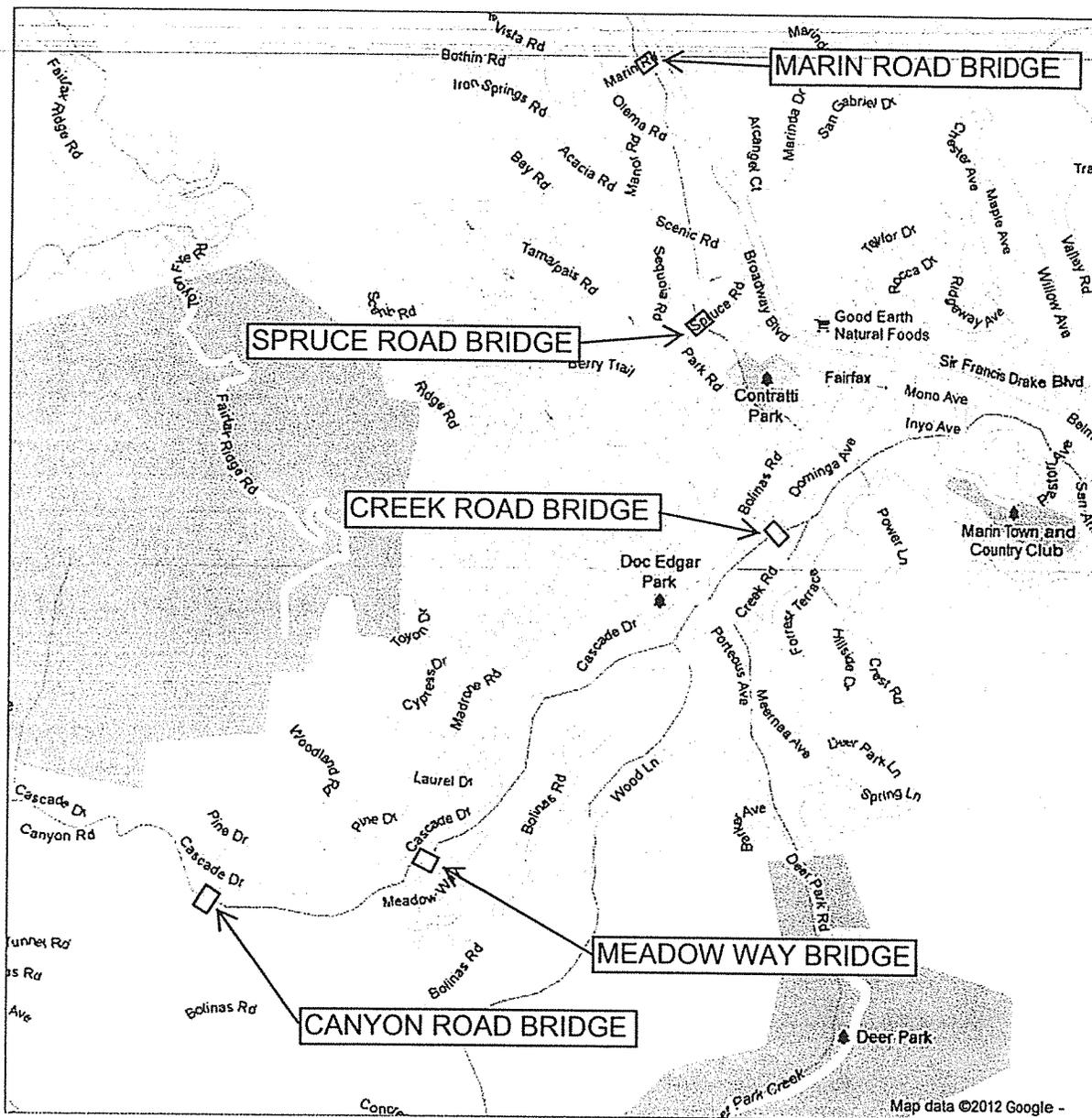
These conditions may necessitate the retrofitting of the bridge columns and foundations and access to, as well as construction work, in San Anselmo Creek. The access to the creek will likely be by ramping locally to the river bed area. The retrofit work in the creek may involve excavation around the existing bridge foundations to expose the shallow bridge footings, partially removing and enlarging them, driving or drilling new piles around them, and finally backfilling around and over the footings. Strengthening of the columns, the cap beams over the columns and placement of cable restrainers to tie the superstructure together may be necessary. The strengthening of the columns may require placing concrete or steel plate "jackets" around them and/or casting concrete infill walls between the columns. The cap beams may be reinforced and enlarged externally with concrete and prestressing. The existing bridge abutments may have to be fortified. All of this work requires operations below the bridge deck and from the creek.

Town of Fairfax – Request for Proposals
Highway Bridge Program

Bridge replacement will require the demolition of the existing bridge and hauling the debris away. The underground foundations will also be dug up and removed. The excavated foundation areas may have to be enlarged to accommodate the foundations of the new bridge. Bridge replacement may be done either in two stages, keeping a limited width of the bridge open during the construction of the new bridge, or in one stage by closing this stretch of Creek Road and detouring the traffic. The new bridge may also be multi-span, made of concrete or steel. For these foundations, driving or drilling new piles will likely be necessary, followed by the construction of the new footings, columns and abutments. Temporary supports, or falsework, may be placed in the creek in order to construct the new bridge superstructure. After the concrete has attained sufficient strength, the temporary supports will be removed from the creek. The construction work may be a two-season project.

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



FAIRFAX BRIDGE LOCATIONS

- CANYON ROAD
- MEADOW WAY
- CREEK ROAD (BPMP)
- SPRUCE ROAD (BPMP)
- MARIN ROAD (BPMP)

EXHIBIT II – APPROXIMATE PROJECT SCHEDULE

Consultant Selection

RFP to Consultants (Advertise)	March 13, 2013
Deadline for questions	April 10, 2013
Response to questions	April 17, 2013
Submit proposals to town	April 24, 2013
Interviews	May 8, 2013
Consultant Selection	May 16, 2013
Award PSA Contract (Council Mtg.)	June 5, 2013

Initial Phase Schedule

Kickoff Meeting (All Bridges)	June 17, 2013
Assessment Report (BPMP)	August 2, 2013
Caltrans Field Review Form & PES Form	August 2013

Follow-Up Phase Schedule (Meadow Way & Creek Road)

Caltrans Field Review	Fall 2013
30% Design submittal	FFY 2014/15
NEPA Authorization	FFY 2014/15
60% Design submittal	FFY 2015/16
95% Design submittal	FFY 2015/16
Final PS&E submittal to Caltrans	FFY 2016/17

Construction (Meadow Way & Creek Road) FFY 2016/17

Consultant shall complete the PS&E for BPMP so that the improvements can be constructed in FFY 2015/16

Exhibit "B":
Consultant's Proposal and Schedule of Hourly Rates



The tasks in the overall Scope of Services, Exhibit 3, 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 3), as it relates to the more limited Phase 1 services described below. While CIC does not intend to begin any field assessment work (Tasks 4-12) until after the first community workshop regarding the Meadow Way Bridge, the possibility exists that some field inspections will be needed to prepare for the workshop (e.g., pictures of the area, measurements). CIC intends to submit the overall project funding request for Meadow Way Bridge and BPMP early in the process in order to avoid delays at the end of Phase 1. However, CIC recognizes the evolving nature of the Meadow Way bridge project and that there may be a delay for funding between Phase I and Phase II as we work with the community and the Council to make a decision.

TASK 2 - ENVIRONMENTAL STUDIES AND PERMITS

From Task 2 in Exhibit 3, 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 the bridges being rehabilitated will be informed of the nature of the work and their input will be requested 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.

For the Meadow Way Bridge, we will implement a more intensive community outreach process. We will conduct a public outreach and workshop meeting will be held to solicit community feedback, questions, and input regarding assessment reports and studies to be conducted and the various options to explore regarding the repair or replacement of the Meadow Way bridge. Based on input received from the public workshop, we will conduct an initial qualitative structural assessment of the bridge to collect information and data regarding the condition of the bridge both to answer questions raised at the workshop and develop options to address the bridge's condition. The conclusions of the Assessment Report will be used to evaluate options for the Meadow Way bridge including repair of the existing bridge, replacement of the bridge and lifecycle costs for both repair and replacement. The assessment will include cost estimates and available funding for options, including two replacement alternates. The



findings from the assessment reports and options will be discussed at another community workshop. Input received from that community meeting will be compiled in a report and presented to the Town Council along with findings from the assessment report and possible options to be considered.

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. It should be noted that these are general tasks which will be modified to best meet the needs of the specific project. For example, we may determine that the Fact Sheet for the Meadow Way Bridge would be best presented at the Community Workshop so we can answer questions or developed after the Workshop so we can address FAQ's. Our goal is to be flexible while keeping within budget. 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 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 which may be combined with other planned meetings. The process for the Meadow Way Bridge is described in Task 3.1. 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. There most likely will be a general session component of the meeting to allow all attendees to participate as a group as well as the potential for smaller break out groups. 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 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 3) 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 3) and provide a preliminary geotechnical memo for this bridge. Miller Pacific 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 3 (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 3 and provide input.

TASK 10 - CIVIL AND STRUCTURAL DESIGN

For BPMP, Task 10-1.1 of Exhibit 3 (Phase 1 BPMP Design), except the preparation of APE Map, will be included.

For Meadow Way Bridge, produce a qualitative Structural Assessment Report, as well as portions of Task 10-2.1 (30% Design Submittal) from Exhibit 3, as follows. The Structural Assessment Report will evaluate the condition of the existing bridge, including its foundations, superstructure, seismic condition, bridge



scour and bank erosion, fire truck weight and other loading issues, and flood and fish passage. Instead of the 30% Design submittal in this task, the Phase 1 engineering deliverable target will be a 15%-20% product. 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. Design concepts will reflect input from the community workshops. Up to two viable bridge types 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. If needed, MacDonald Architects can also provide design guidance for any bridge retrofit program.

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 3, 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 3, 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 3), 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 3, 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

~~Creek Road Bridge, built in 1929, was closed for several years after a washout in 2005. Although~~ reopened at present, the bridge is eligible for seismic retrofit, and may ultimately be eligible for replacement, should it be determined that it is more cost-effective. Through outreach such as community workshops we will collect the views of the nearby residents and other concerned groups, and then in combination with the engineering studies and determinations, will arrive at a recommended option for Council consideration

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 be informed of the nature of the work and will be asked to help identify mitigations to construction impacts at the community workshop. 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 includes walking 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. 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 3) for Creek Road Bridge.



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 3) 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 3 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 3 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 3, is \$246,850.



EXHIBIT 3 - 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 replaced or repaired (this scope of work is based on the replacement scenario since that scope is more labor intensive, but CIC recognizes that the Town has yet to determine which option to pursue), one bridge seismically retrofitted, and three structures slated for preventive maintenance, will be begun 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 utility and ROW certifications; and debrief Public Works 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. Elements inspected on the 4 bridges being repaired as preventive maintenance measures 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 Meadow Way Bridge and the other four 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



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

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.

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.



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

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.

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:



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

Construction Air Quality Impacts. Construction air quality impacts will be addressed qualitatively, focusing on identifying appropriate control measures to reduce PM₁₀ from dust generation. Where necessary, the Roadway Construction model developed by the Sacramento Metropolitan Air Quality Management District will be utilized to predict exhaust emissions.

Climate Change (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 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.



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

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.

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 work on 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



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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 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. High-level bridge concepts will be presented to inspire 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.



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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.

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



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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.

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



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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.

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 in the future Meadow Way Bridge.

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 and Creek Road Bridge. 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



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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:

- 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



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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.

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



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members will be on hand if needed. Should the removal of any yellow thermoplastic striping be necessary, CIG-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 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.



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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.

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.



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

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 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



EXHIBIT 3 - FULL PROJECT SCOPE OF SERVICES

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. 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 bid evaluation (if requested).

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.

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

CREEK ROAD BRIDGE SUMMARY													
	CIC	MGE	WRA	Kelly	Paris	Miller \ Pacific	Nelson \ Nygaard	Chaudhary	Geomorph	WJE	MacDonald	Stetson	Total Project
Task 1 - Project Management and Organizational Logistics	200	0	4	8	14	4	16	0	0	28	0	0	264
	\$25,292	\$0	\$612	\$920	\$760	\$780	\$2,688	\$0	\$0	\$4,009	\$0	\$0	\$35,062
Task 2 - Environmental Studies and Permits	28	8	32	140	10	0	0	0	0	0	0	0	208
	\$5,600	\$1,901	\$4,116	\$16,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,717
Task 3 - Public Outreach	32	8	4	0	6	0	120	0	0	0	0	0	170
	\$5,088	\$1,901	\$612	\$0	\$1,140	\$0	\$14,169	\$0	\$0	\$0	\$0	\$0	\$22,910
Task 4 - Topographic Mapping, Aerial Photogrammetric Surveys, & ROW Mapping	44	0	0	0	10	0	0	135	0	0	0	0	179
	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$18,825	\$0	\$0	\$0	\$0	\$26,825
Task 5 - Geotechnical Investigation and Pavement Design	14	0	0	0	10	56	0	0	0	0	0	0	70
	\$2,300	\$0	\$0	\$0	\$6,103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,403
Task 6 - Utility Investigations and Coordination	24	0	0	0	10	0	0	0	0	0	0	0	24
	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Task 7 - Stream Hydrologic and Hydraulic Analysis	10	0	0	0	10	0	0	0	0	0	0	0	10
	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Task 8 - Stream Geomorphology	4	0	0	0	10	0	0	0	0	0	0	0	4
	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
Task 9 - Traffic Analysis	26	0	0	0	10	0	0	0	0	0	0	0	26
	\$3,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,720
Task 10 - Civil and Structural Design	350	8	0	0	10	0	0	0	0	195	0	0	553
	\$48,016	\$1,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,266	\$0	\$0	\$77,183
Task 11 - Bidding Assistance	0	0	0	0	10	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 12 - Services During Construction	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Total Hours	732	24	40	148	110	60	136	135	0	223	0	0	1,508
Project Total Labor Cost	\$104,416	\$5,702	\$5,340	\$17,020	\$19,900	\$6,883	\$16,857	\$18,825	\$0	\$31,276	\$0	\$0	\$208,219
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Subcontractants	\$130,749	\$0	\$0	\$0	\$0	\$5,600	\$0	\$3,470	\$0	\$6,500	\$0	\$0	\$15,570
Sub Markup (10% Max)	\$9,806	\$0	\$0	\$0	\$0	\$560	\$0	\$347	\$0	\$650	\$0	\$0	\$11,363
Permit Fees	\$0	\$0	\$0	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,800
Other Direct Expenses	\$1,880	\$0	\$0	\$0	\$0	\$60	\$584	\$0	\$0	\$4,075	\$0	\$0	\$6,599
Total PE Phase Cost	\$246,852	\$5,702	\$5,340	\$21,820	\$19,900	\$13,403	\$17,441	\$22,642	\$0	\$47,501	\$0	\$0	\$246,852

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

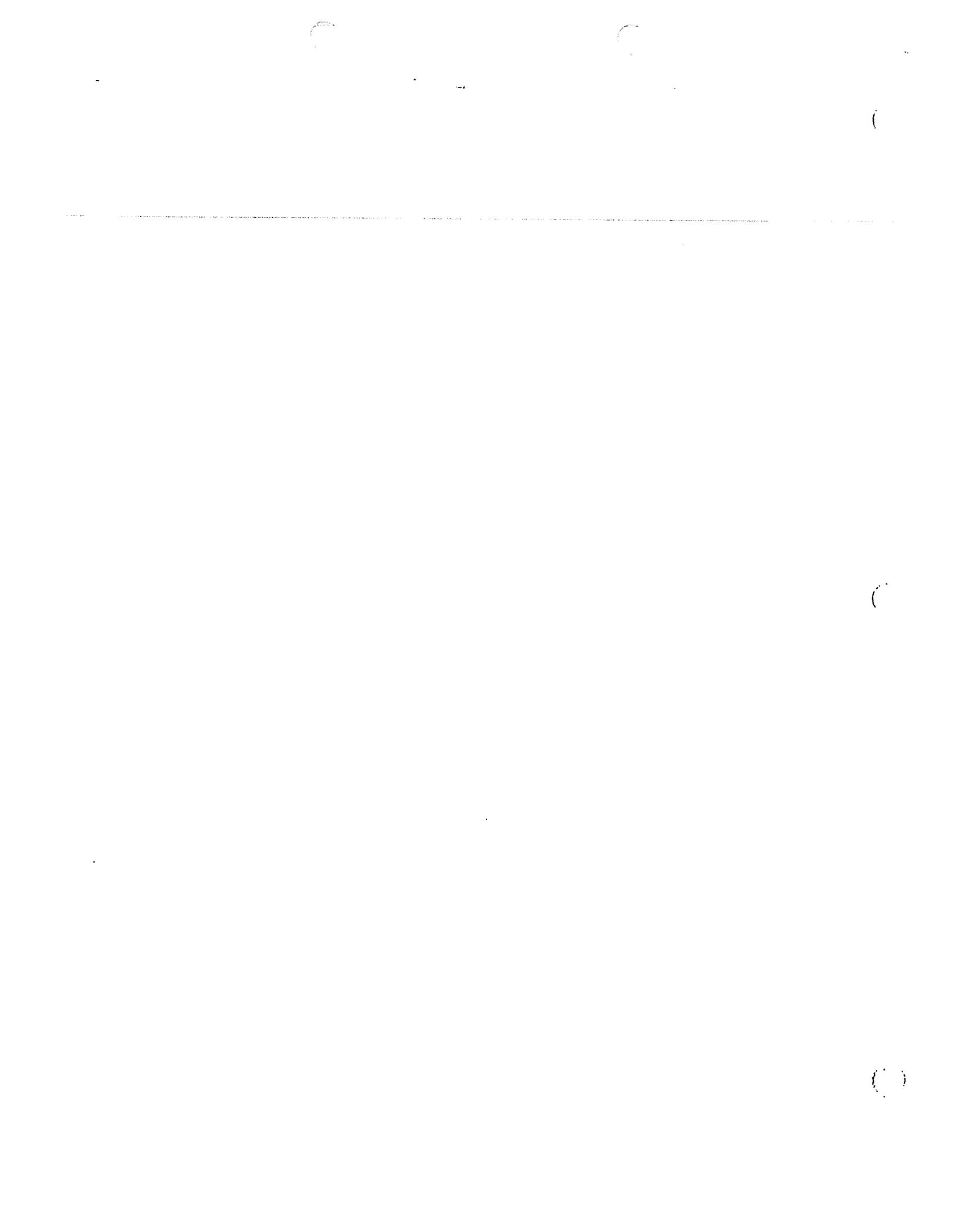
MEADOW WAY BRIDGE SUMMARY													
Task	CIC	MGE	WRA	Kelly	Paris	Miller Pacific	Nelson \ Nygaard	Chaudhary	Geomorph	WJE	MacDonald	Stetson	Total Project
Task 1 - Project Management and Organizational Logistics	164	0	4	8	4	4	12	0	0	0	20	0	216
	\$24,584	\$0	\$612	\$920	\$760	\$780	\$2,016	\$0	\$0	\$0	\$2,763	\$0	\$32,436
Task 2 - Environmental Studies and Permits	20	0	12	12	0	0	0	0	0	0	0	0	44
	\$4,000	\$0	\$1,836	\$1,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,216
Task 3 - Public Outreach	48	0	4	0	6	0	64	0	0	0	56	0	178
	\$8,288	\$0	\$612	\$0	\$1,140	\$0	\$8,121	\$0	\$0	\$0	\$6,788	\$0	\$24,949
Task 4 - Topographic Mapping, Aerial Photogrammetric Surveys, & ROW Mapping	32	0	0	0	0	0	0	135	0	0	0	0	167
	\$5,600	\$0	\$0	\$0	\$0	\$0	\$0	\$18,825	\$0	\$0	\$0	\$0	\$24,425
Task 5 - Geotechnical Investigation and Pavement Design	3	0	0	0	0	47	0	0	0	0	0	0	50
	\$550	\$0	\$0	\$0	\$0	\$5,254	\$0	\$0	\$0	\$0	\$0	\$0	\$5,804
Task 6 - Utility Investigations and Coordination	12	0	0	0	0	0	0	0	0	0	0	0	12
	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800
Task 7 - Stream Hydrologic and Hydraulic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 8 - Stream Geomorphology	2	0	0	0	0	0	0	0	0	0	0	0	2
	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Task 9 - Traffic Analysis	2	0	0	0	0	0	0	0	0	0	0	0	2
	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Task 10 - Civil and Structural Design	156	0	0	0	0	0	0	0	0	0	56	0	212
	\$20,456	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,195	\$0	\$26,651
Task 11 - Bidding Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 12 - Services During Construction	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Total Hours	439	0	20	20	10	51	76	135	0	0	132	0	883
Project Total Labor Cost	\$66,078	\$0	\$3,060	\$2,300	\$1,900	\$6,034	\$10,137	\$18,825	\$0	\$0	\$15,747	\$0	\$124,081
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$302	\$65	\$0	\$0	\$0	\$0	\$0	\$367
Subconsultants	\$67,651	\$0	\$0	\$0	\$0	\$3,622	\$0	\$3,470	\$0	\$0	\$0	\$0	\$7,092
Sub Markup (10% Max)	\$5,074	\$0	\$0	\$0	\$0	\$362	\$0	\$347	\$0	\$0	\$0	\$0	\$5,783
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	\$800	\$0	\$2,680
Total PE Phase Cost	\$140,003	\$0	\$3,060	\$2,300	\$1,900	\$10,400	\$10,802	\$22,642	\$0	\$0	\$16,547	\$0	\$140,003

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

BPMP SUMMARY														
Task 1 - Project Management and Organizational Logistics	Task Total Hours	CIC	MGE	WRA	Kelly	Paris	Miller Pacific	Nelson \ Nygaard	Chaudhary	Geomorph	WJE	MacDonald	Stetson	Total Project
	Task Cost	\$14,160	\$950	\$1,224	\$1,380	\$0	\$0	\$2,688	\$0	\$0	\$0	\$0	\$0	\$20,403
Task 2 - Environmental Studies and Permits	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 3 - Public Outreach	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 4 - Topographic Mapping, Aerial Photogrammetric Surveys, & ROW Mapping	Task Total Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 5 - Geotechnical Investigation and Pavement Design	Task Total Hours	4	0	0	0	0	16	0	0	0	0	0	0	20
	Task Cost	\$800	\$0	\$0	\$0	\$0	\$2,666	\$0	\$0	\$0	\$0	\$0	\$0	\$3,466
Task 6 - Utility Investigations and Coordination	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 7 - Stream Hydrologic and Hydraulic Analysis	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 8 - Stream Geomorphology	Task Total Hours	4	0	0	0	0	0	0	0	16	0	0	0	20
	Task Cost	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	\$0	\$0	\$0	\$3,360
Task 9 - Traffic Analysis	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 10 - Civil and Structural Design	Task Total Hours	140	8	0	0	0	0	0	0	16	0	0	0	164
	Task Cost	\$19,208	\$1,901	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	\$0	\$0	\$0	\$23,669
Task 11 - Bidding Assistance	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 12 - Services During Construction	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	16	95	0	32	0	0	0	528
Project Total Labor Cost		\$51,118	\$3,802	\$3,672	\$2,760	\$0	\$2,666	\$12,389	\$0	\$5,120	\$0	\$0	\$0	\$81,526
Salary Escalation		\$0	\$0	\$0	\$0	\$0	\$333	\$0	\$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	\$40	\$875	\$0	\$0	\$0	\$0	\$0	\$4,115
Total PE Phase Cost		\$89,140	\$3,802	\$3,672	\$2,760	\$0	\$3,039	\$13,264	\$0	\$5,120	\$0	\$0	\$0	\$99,140

Town of Fairfax
Highway Bridge Program
Summary of Total Project PE Phase Hours Costs

TOTAL PROJECT SUMMARY													
Task	CIC	MGE	WRA	Kelly	Parisi	Miller Pacific	Nelson \ Nygaard	Chaudhary	Geomorph	WJE	MacDonald	Stetson	Total Project
Task 1 - Project Management and Organizational Logistics	446	4	16	28	8	8	44	0	0	28	20	0	602
	\$64,036	\$950	\$2,448	\$3,220	\$1,520	\$1,560	\$7,392	\$0	\$0	\$4,009	\$2,763	\$0	\$87,900
Task 2 - Environmental Studies and Permits	68	8	56	164	0	0	0	0	0	0	0	0	296
	\$13,200	\$1,901	\$7,788	\$18,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,749
Task 3 - Public Outreach	113	12	12	0	12	0	263	0	0	0	56	0	468
	\$19,776	\$2,851	\$1,836	\$0	\$2,280	\$0	\$31,990	\$0	\$0	\$0	\$6,788	\$0	\$65,522
Task 4 - Topographic Mapping, Aerial Photogrammetric Surveys, & ROW Mapping	\$13,600	\$0	\$0	\$0	\$0	\$0	\$0	\$270	\$0	\$0	0	0	346
Task 5 - Geotechnical Investigation and Pavement Design	21	0	0	0	0	119	0	\$37,651	\$0	\$0	\$0	\$0	\$51,251
	\$3,650	\$0	\$0	\$0	\$0	\$14,023	\$0	\$0	\$0	\$0	\$0	\$0	\$140
Task 6 - Utility Investigations and Coordination	64	0	0	0	0	0	0	0	0	0	0	0	\$17,673
	\$10,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64
Task 7 - Stream Hydrologic and Hydraulic Analysis	18	0	0	0	0	0	0	0	0	0	0	0	\$10,200
	\$3,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
Task 8 - Stream Geomorphology	10	0	0	0	0	0	0	0	16	0	0	0	\$3,050
	\$1,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	\$0	\$0	\$0	\$26
Task 9 - Traffic Analysis	30	0	0	0	0	0	0	0	0	0	0	0	\$4,460
	\$4,520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	0	0	0	\$30
Task 10 - Civil and Structural Design	646	16	0	0	0	0	0	0	16	195	56	0	\$4,520
	\$87,680	\$3,802	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	\$27,266	\$6,195	\$0	\$127,503
Task 11 - Bidding Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 12 - Services During Construction	0	0	0	0	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Total Hours	1,492	40	84	192	20	127	307	270	32	223	132	0	2,919
Project Total Labor Cost	\$221,612	\$9,504	\$12,072	\$22,080	\$3,800	\$15,583	\$39,383	\$37,651	\$5,120	\$31,276	\$15,747	\$0	\$413,827
Salary Escalation	\$0	\$0	\$0	\$0	\$0	\$935	\$65	\$0	\$0	\$0	\$0	\$0	\$1,000
Subconsultants	\$230,057	\$0	\$0	\$0	\$0	\$9,222	\$0	\$6,940	\$0	\$6,500	\$0	\$0	\$22,662
Sub Markup (10% Max)	\$18,046	\$0	\$0	\$0	\$0	\$922	\$0	\$694	\$0	\$650	\$0	\$0	\$20,312
Permit Fees	\$0	\$0	\$0	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,800
Other Direct Expenses	\$6,280	\$0	\$0	\$0	\$0	\$180	\$2,059	\$0	\$0	\$4,075	\$800	\$0	\$13,394
Total PE Phase Cost	\$475,994	\$9,504	\$12,072	\$26,880	\$3,800	\$26,842	\$41,507	\$45,285	\$5,120	\$42,501	\$16,547	\$0	\$475,994



AMENDMENT NO. 1 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to Personal Services Agreement (this "Amendment No. 1") is entered into as of Oct 2, 2013, by and between the TOWN OF FAIRFAX (the "Town") and CALIFORNIA INFRASTRUCTURE CONSULTANCY (the "Consultant"), with reference to the following facts:

RECITALS

- A. Town and Consultant previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 (the "Agreement"). Capitalized terms used in this Amendment No. 1 shall have the meanings assigned to them in the Agreement.
- B. The parties wish to modify the Agreement as provided more particularly below.

AGREEMENT

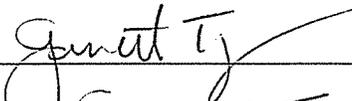
NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Town and Consultant hereby agree as follows:

- 1. The Agreement shall be increased by \$140,000.00 to a total not to exceed \$479,000 (Four Hundred Seventy Nine Thousand Dollars) for the work related the Meadow Way Bridge contained in Exhibit A to the Agreement.
- 2. Exhibit A to the Agreement shall include the attached Exhibit 1-A which will be the bridge options to be explored for the Meadow Way Bridge and the questions to be answered prior to the community workshop. If needed, the Consultant may conduct limited field inspections to collect data to develop responses to the questions.
- 3. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Consultant have executed this Amendment No. 1 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

"CONSULTANT"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: 
Name: GARRETT TOY
Title: TOWN MANAGER

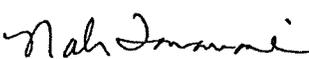
By: 
Name: Nader Tamannaie, PE
Title: President

EXHIBIT 1-A

Summary of Meadow Way Neighborhood issues for the Community Workshop for the Meadow Way Bridge Project

ALTERNATIVE OPTIONS

1. Retaining a wooden bridge

Evaluate repairs needed to maintain structural integrity in its current form and width including cost estimates, life cycle costs, and funding sources.

Explore if viable to replace portions of the existing structure with other materials such as replacing deck with concrete.

Evaluate ability to widen bridge using current structure including potential width.

2. Replace with a one-lane bridge that meets State/Federal bridge standards and reflects the character of the area.

Explore feasibility of replacing the current bridge with a wooden bridge.

Explore feasibility of replacing the current bridge with a concrete/steel bridge.

QUESTIONS TO BE ADDRESSED

A. Impacts to vegetation such as which trees will probably need to be removed.

B. Compare options to one another.

C. Impact to Meadow Way roadway approach to the bridge including potential impact to adjacent properties and parking.

D. Estimated time of construction for above options and temporary bridge including the time period to work in the creek and proposed construction hours during the day.

E. Construction impacts to residents for the above options including a temporary bridge.

F. Measures to mitigate construction impacts.

G. Need and location for a temporary bridge including size and length of time needed.

H. Process for removing current creosote-laden bridge piles and other potential environmental issues.

I. Material questions: For wooden structures, are materials available such that pressure-treated wood (or wood containing or coated with other toxic materials) will not be needed? Can pervious concrete on the deck be used?

J. Describe level of bank stabilization work included as part of the project and impact to the creek.

AMENDMENT NO. 2 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 to Design Professional Services Agreement (this "Amendment No. 2") is entered into as of April 3, 2014, by and between the TOWN OF FAIRFAX (the "Town") and CALIFORNIA INFRASTRUCTURE CONSULTANCY (the "Contractor"), with reference to the following facts:

RECITALS

A. Town and Contractor previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 (the "Contract"). Capitalized terms used in this Amendment No. 2 shall have the meanings assigned to them in the Contract.

B. The parties wish to modify the Contract as provided more particularly below.

AGREEMENT

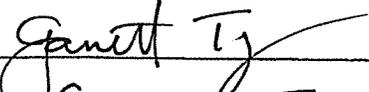
NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Town and Contractor hereby agree as follows:

1. Contractor shall provide the additional work described more particularly on Exhibit A hereto (the "Additional Work") and the maximum amount payable under the Contract shall be increased by \$27,250.00 to a total not to exceed \$506,250.00.

2. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Contractor have executed this Amendment No. 2 as of the date first written above.

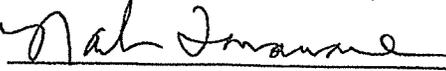
"TOWN"
TOWN OF FAIRFAX

By: 

Name: GARRETT TUI

Title: TOWN MANAGER

"CONTRACTOR"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: 

Name: NADER TAMANNAIE

Title: PRESIDENT

Exhibit A

Description of the Additional Work



EXHIBIT A - ADDITIONAL SERVICES FOR MEADOW WAY BR. ASSESSMENT, CREEK ROAD BR. OUTREACH & BPMP ENVIRONMENTAL

TASK 1 - PROJECT MANAGEMENT AND ORGANIZATIONAL LOGISTICS

CIC will continue the support and management of the three project components, including the Bridge Preventive Maintenance Program (BPMP), Creek Road Bridge and Meadow Way Bridge, as follows:

Meadow Way Bridge – CIC will continue with project management, partial assessment of the existing bridge, monitoring of the additional field surveys and right-of-way analysis and web site postings for public information. Funds from bridge architectural studies are partially diverted, and such studies are postponed, to perform these tasks. CIC will also respond to Caltrans questions and comments on the Exhibit 6-D and attachments submitted earlier for additional funds to perform the full bridge assessment, surveys and a second public workshop.

Creek Road Bridge – CIC will continue with project management, response to Caltrans questions and comments on the Retrofit Strategy Report submitted earlier for the existing bridge and web site postings for public information. These tasks continue to be covered under the scope of services in the current Agreement between the Town of Fairfax and CIC.

BPMP - CIC will continue with project management, response to Caltrans questions and comments on the BPMP Assessment Report submitted earlier, and web site postings for public information. CIC will also respond to Caltrans questions and comments on the Exhibit 6-D and attachments submitted earlier for additional funds to perform the full Phase 2 tasks for the bridges.

TASK 2 - ENVIRONMENTAL STUDIES FOR BPMP

APE Development – WRA, in coordination with California Infrastructure Consultancy, Inc., will produce an Area of Potential Effect (APE) map for each of the three BPMP project bridges. The APE will need to include all areas subject to ground disturbance, including access or staging locations for the project. Both an Archeological APE, which includes areas of direct impact, and an Architectural APE, which includes the entirety of all parcels from which there will be a right-of-way acquisition or temporary easement, will be included. It will also include the full boundaries of any identified cultural sites, JRP and Far Western will assist in identifying these boundaries.

Noise and Vibration Technical Memorandum – Based on the Caltrans Preliminary Environmental Study (PES) form and that no pile driving is proposed, a Noise Report is not required and instead WRA will prepare a noise technical memorandum to address construction noise associated with each bridge included in the BPMP.

JRP will assist with the completion of documentation for historic resources. Compliance with Section 106 is being carried out with Caltrans' regulatory responsibilities. JRP will prepare documents for the project following Caltrans' guidelines and as identified in the completed PES form. With the possible exception of Spruce Road Bridge, 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 the BPMP project will require Section 106 documentation to be submitted to Caltrans. JRP will assist WRA in preparing the Area of Potential Effects (APE) maps. JRP would also assist Far Western with the production of Historic Property Survey Reports (HPSRs) through review of record searches and site visits.

Far Western will assist with the completion of documentation for archaeological resources. Far Western will request a records search including a review of site records, survey reports, National and California



EXHIBIT A - ADDITIONAL SERVICES FOR MEADOW WAY BR. ASSESSMENT, CREEK ROAD BR. OUTREACH & BPMP ENVIRONMENTAL

register listings, as well as other relevant documents from the Northwest Information Center of the California Historical Resources Information System, administered by Sonoma State University. The area of study will be the APE plus a one-quarter-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area. A report summarizing findings will be drafted. Far western would also assist with the development of the APE. Time has also been budgeted to include initial management time for project initiation.

TASK 3 - PUBLIC OUTREACH

Nelson Nygaard will continue the support of the three project components by posting information regarding new project development, field work or other events on the projects' web site. Funds from Meadow Way Bridge architectural studies are partially diverted to perform these tasks for Meadow Way Bridge.

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

Chaudhary and Associates will perform the following additional tasks for Meadow Way Bridge:

- Review the Preliminary Title Reports (PTR's)
- Based upon the analysis of the PTR's determine monument will need to be located and field-tied
- Notification shall be sent to all adjacent land owners/tenants (copy to CIC) at least two days in advance for those parcels for which access to parcel corners is needed
- The Right of Way survey analysis will be per Caltrans Right of Way determination procedures and is limited in scope to resolving the right of way only and will not analyze/resolve dividing lines between parcels.
- Upon completion off the analysis, final monuments (3/4" Iron Pipes with LS Cap) is typically set at right of way angle points and either a Corner Record or Record of Survey filed with the County of Marin per State Requirements and the Land Surveyor's Act.
- The ROW surveys may be a "best-fit" resolution based on the available evidence and the procedure and method for such best-fit will be documented

Funds from Meadow Way Bridge architectural studies are partially diverted to perform these tasks for this bridge.

Additional Fees – The fees requested for the work outlined in this supplemental scope of services is as follows:

Meadow Way Bridge additional fee:	\$1,325.00
BPMP additional fee:	\$25,925.00
Creek Road additional fee:	\$0
Total additional fees:	\$27,250.00

It is noted that each of the fee additions requested fees have already been authorized by Caltrans and no new funding requests to Caltrans will be necessary for the tasks noted in this scope of services.

AMENDMENT NO. 3 TO DESIGN PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 3 to Design Professional Services Agreement (this "Amendment No. 3") is entered into as of September 3, 2014, by and between the TOWN OF FAIRFAX (the "Town") and CALIFORNIA INFRASTRUCTURE CONSULTANCY (the "Contractor"), with reference to the following facts:

RECITALS

- A. Town and Contractor previously entered into that certain Design Professional Services Agreement dated as of September 4, 2013 (the "Contract"). Capitalized terms used in this Amendment No. 3 shall have the meanings assigned to them in the Contract.
- B. The parties wish to modify the Contract as provided more particularly below.

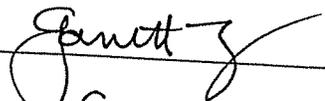
AGREEMENT

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

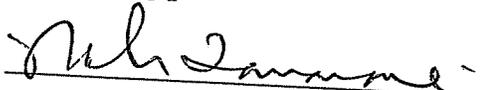
1. Contractor shall complete the work for the Creek Road Bridge and the Spruce, Marin, and Canyon Road bridges per the Contract and the maximum amount payable under the Contract shall be increased by \$737,110.00 to a total not to exceed \$1,243,360.00.
2. Amend the term of the Contract to expire on September 1, 2016 with no option for an extension.
3. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Contractor have executed this Amendment No. 3 as of the date first written above.

"TOWN"
TOWN OF FAIRFAX

By: 
Name: GARRETT TY
Title: TOWN MANAGER

"CONTRACTOR"
CALIFORNIA INFRASTRUCTURE
CONSULTANCY

By: 
Name: NADER TAMANNAIE
Title: PRESIDENT



TOWN OF FAIRFAX

142 BOLINAS ROAD, FAIRFAX, CALIFORNIA 94930
(415) 453 - 1584 / FAX (415) 453 - 1618

August 28 2015

Dear Resident:

As a follow up to our letter dated August 26, 2015, we wanted to provide you with an update on the status of our discussions with Caltrans. Specifically, Caltrans has made the following key determinations:

- The bridge must be replaced. Caltrans indicates the bridge is Functionally Obsolete and they will not fund any repairs. Caltrans has agreed that a replacement bridge made of timber (i.e., wooden structure) would be allowed under the program. Initially, Caltrans would not allow a timber replacement bridge. However, we "appealed" their decision to the Federal Highway Administration who indicated a timber bridge is an option that is eligible for funding.
- Caltrans agreed, after much discussion, that the replacement bridge can be one-lane, but must meet current standards. The existing bridge is 14 feet wide including the guardrails. The minimum width of new bridges is 21 feet including rails. The bridge website has a schematic of what this could look like.
- Caltrans authorized additional funding for engineering design and environmental assessments, including funding for continued public outreach and to finish current studies and reports.

Attached is a more detailed summary of our activities including our discussions with Caltrans. We also invite you to visit the bridge website at www.fairfaxbridges.com for more information. Specifically, we have posted all the current reports including the geotechnical and bridge inspection reports as well as emails from Caltrans regarding the bridge.

In addition to the emergency repair work for the bridge, we have also scheduled for Council consideration on September 2nd the approval of an amendment to the contract with California Infrastructure Consultancy (CIC) to continue work on the Meadow Way Bridge including funding for community outreach. At the September meeting, the Council will also discuss the determinations from Caltrans and the next step in the process. The next step in the process is to complete any unfinished preliminary studies and to conduct a community workshop in the Fall to provide an opportunity for residents to ask questions and provide input on design concepts. Caltrans has indicated they will attend this workshop so they can answer your questions regarding their determinations.

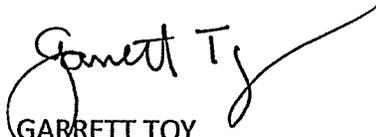
Please note that in addition to sending out emails, we have also mailed hard copies of this letter to all the residents and property owners along Meadow Way as well as posted this information on the bridge web site. We would appreciate hearing from you regarding this project either by email or phone, especially if you are unable to attend the Council meeting.

If you haven't already, please sign-up on the bridge website to receive future information/notices via email. Remember this is a four (4) year project with construction not slated to begin until FY 18-19. We still have a long time to go with plenty opportunity for community input on design and other issues.

Should you have any questions, feel free to contact me at (415) 458-2345 or gtoy@townoffairfax.org or Nader Tamannaie, bridge engineer, at (916) 448-1980 or via email at ntamannaie@califstructure.com with any questions.

Thank you for your understanding and cooperation.

Sincerely,


GARRETT TOY
Town Manager

Cc: Nader Tamannaie

SUMMARY OF ACTIVITIES

Below is a summary of the activities undertaken since the last workshop (Nov. 2013). All the reports and studies referenced below are available on the Town's bridge website at www.fairfaxbridges.com.

Immediate Repairs Required for the Bridge

In August, a new surprise challenge about the bridge reared its head. The Caltrans Bridge Maintenance Department called both CIC and the Town and said they had revisited the site for another inspection after their regular biennial inspection in 2014. They consider this bridge at risk and their policy is to revisit such bridges for a more thorough check. They found a 10-foot \pm long 12"x12" wood beam to have become hollow, as well as splitting of a wood pile head. They want the Town to repair these two problems in the next six months, or they would close the bridge down. Caltrans has issued an addendum/amendment to the 2014 inspection report. The report is available on the bridge website.

Needless to say, these repairs have become the first order of priority for the Town. This being the dry season also necessitates quick action. The Town is in the process of putting together a plan for the immediate repairs. Town staff will be going to the Council for approval to perform the work at the September 2nd Council meeting. The work will take up to 7 days to stage and complete. The preliminary estimate is that construction and design will cost approximately \$40,000. This work is not eligible for reimbursement under the Highway Bridge program. The emergency repair does require a permit from the California Department of Fish and Wildlife (CDFW), but we do not anticipate any problems obtaining the permit. All the repair work will be done underneath the bridge and, as a result, there should not be any restrictions to traffic on the bridge during the repairs. No schedule for the work has been set yet, but it must be completed by mid-October per CDFW.

Where were we before the long break?

The existing bridge is 14 feet wide, with a 10-foot wide path for vehicles and the remainders of the width allocated for pedestrians, separation elements and safety railings. Caltrans's biennial Bridge Inspection Report indicates the bridge has a low Sufficiency Rating of 47.5 (out of 100) and is Functionally Obsolete because of its deck width, making it a candidate for replacement. For the first phase of this project, the Town was given a small grant by Caltrans in late 2000's to study the replacement of the bridge. Federal funding is 88.5% for design and environmental studies and 100% for construction.

After a bit of preliminary work, including some engineering studies, surveying and mapping, the Town held a public workshop with the neighbors in November of 2013. At the conclusion of this workshop, a few neighbors requested that a study be conducted to see if the existing bridge could be rehabilitated and kept. They also requested that the property lines and Town right-of-way be determined accurately by the time of the next meeting. When asked what new amenities the neighbors might like to see at the site, some indicated a timber bridge might be appropriate if the existing bridge were to be replaced. Additionally, some neighbors did not want the bridge to have two lanes or be too close to their homes.

What have the Town and its consulting team been doing since the last workshop?

The Town embarked on several tasks through its consulting firm, CIC. These included:

1. *Apply for funding to study the rehabilitation of the bridge.*

As the Town submitted the request to fund the above bridge rehabilitation study, and while waiting for Caltrans approval, CIC began a preliminary look at rehabilitation of the existing bridge. There are no record drawings available and the underground condition and embedment length of the wooden piles cannot be determined. Because of their age, CIC knows the piles would not be in ideal condition. As the geotechnical investigations of the site proceeded forward, it became known that the ground in which the piles are embedded will be liquefiable during the Maximum Credible Earthquake (MCE) to a depth of 50 feet below the road. The conclusion was that the piles were not dependable for safe everyday use of the structure because of their condition and depth, nor for a large seismic event causing liquefaction and threatening the collapse of the bridge.

CIC determined that to keep the existing bridge would require building a new exoskeletal structure (i.e., shell) around it to support not only itself, but maintain the existing bridge. A new travel surface and rails would be constructed on top of this exoskeletal structure. This would defeat the purpose of its preservation since the bridge would no longer look the same nor be made of the same materials. Ironically, you technically would not even be driving on the same bridge. It would also be extremely expensive to construct, since we would be working around the existing structure. In addition, the fact that the existing timbers are soaked with creosote, the toxicity would remain present at the site. (With replacement, the piles will be cut a couple of feet below the creek bed and the remaining pile lengths will remain buried below ground.)

Continuation of the studies and any chance of rehabilitation became moot when Caltrans Headquarters staff in Sacramento informed us that neither they nor the federal agency in charge, FHWA, would allow the use of the money for rehabilitation, given the condition and obsolescence of the bridge. They simply would not allow the funds to be used for anything other than replacement of the bridge. Meanwhile, CIC had concluded that rehabilitation of the bridge would not be feasible or a sensible course of action based on extent of the study already performed.

2. *Pursue a glue-laminated (glulam) timber bridge as a replacement option*

In addition to opposing bridge rehabilitation, the HQ staff responsible for funding also initially opposed using glulam beams (timber) for a new bridge at the site, asserting this was a coastal zone and FHWA would not allow that. CIC continued the dialogue with Caltrans District staff and Structures Department and requested confirmation of the FHWA's prohibition of glulam wood. After months of waiting, Caltrans HQ received a response from FHWA stating that the use of wood was permissible. CIC will consider this material as one of the alternative designs considered for replacement of the bridge. Emails of discussions with Caltrans and final permission by FHWA are posted on the web site.

3. *Pursue a one-lane bridge with Caltrans*

This was initially objected to by Caltrans District Office, even though they had already approved it several years ago when the initial funds had been applied for. Again, after several discussions with the HQ staff, they confirmed that a one-lane bridge would be permissible as long as the

clear distance between the barriers at each edge of bridge deck is a minimum of 18 feet. This would allow for a 12-foot standard lane, a one-foot buffer width, and five feet for pedestrians, all at the same roadway deck level. With the 18 feet of clear deck required and a total of three feet for barriers needed at each edge of deck, the bridge will be 21 feet wide. CIC is looking into proper separation of auto and foot traffic through striping, delineators and slow speed signage, and making sure ADA requirements will be met. A schematic of the minimum width and bridge construction stages has been posted on the web site and explanation of construction stages appears below.

4. *Apply for funding for the second phase of project for design and environmental studies*

Given the replacement course charted by the funding agencies for the bridge, the Town applied for the remainder of the funds for design, environmental studies and construction. There were questions asked by the HQ about funding bridge aesthetics, the extent of fortifications needed for the creek bank and bridge foundation erosion, as well as the need for public outreach. It is a bit of a "Catch 22" since the Town needs the additional funding to complete some of the preliminary work (e.g., surveys) and to fund the community outreach so we can convey this information to the neighborhood.

To show the feasibility of construction, and as part of the funding requirements, CIC developed a concept where the new bridge will be constructed in phases, by initially placing it adjacent to the existing bridge. Subsequently, traffic will be temporarily shifted onto the new bridge while the existing bridge is removed. Then, the new bridge will be lifted with two cranes or hydraulically jacked sideways to the middle of the roadway for its permanent location, setting it the same distance away from the Town's right-of way on either side.

5. *Perform Field Review with Caltrans to chart the environmental course of the project*

Caltrans informed the Town, in order to complete the funding application, a Field Review needed to be performed with its environmental and Local Assistance staffs. This was done on January 6, 2015, and some neighbors observed it as it was taking place. This process brought Caltrans staff to the site to observe its natural, demographic, and physical settings and set the tone for the environmental, cultural and archeological studies of the project. Through this site visit and project documentation, the Town was able to defend the project's needs and justify funding for all of the elements that Caltrans had questioned earlier. Subsequently, in late June of this year, Caltrans approved the Town's requested expenditures for design and environmental studies.

What is next for the project?

The first step is the immediate repair of the bridge. The next steps are for the Town to finish the surveys and property line identification, monumentation and recordation; conduct creek flow analyses; prepare a few concepts for the new bridge; and schedule and prepare for the next community workshop, at which Caltrans plans to attend. We anticipate the workshop would be conducted in the Fall. At the workshop, Town staff, CIC, and Caltrans will be available to answer questions regarding the reports and studies and, most importantly, Caltrans' determinations. All the materials to be discussed at the workshop will be available on the Town's bridge website prior to the meeting.

