



Staff Report

Date: April 13, 2023

To: Mayor Kuhl and Council Members

From: Richard Simonitch, Public Works Director

Subject: Authorize Town Manager to execute a Professional Consulting Services Agreement with Harrison Engineering Inc. for the not-to-exceed fee of \$237,500 to provide engineering design, regulatory permitting, and environmental services for the Bolinas Drain extension project.

Recommendation:

It is recommended that the Town Council approve and authorize the Town Manager to execute a Consulting Services Agreement (CSA) with Harrison Engineering Inc. (HEI) to provide engineering design, regulatory permitting, and environmental services for the Bolinas Drain extension project. (the Project).

Background and discussion:

Bolinas Avenue has a long history of flooding on the roadway and inundation of the front yards of residents who live along the South (Ross) side of the roadway during the approximate 5-year and larger storm events. The first phase of storm drain improvements that were completed in 2019 terminates at the intersection of Bolinas and Sir Francis Drake Boulevard (SFD). Although long-term residents on Bolinas Avenue have reported an improvement to the flooding occurrences during the recent heavy storms, the current design still provides less than a 10-year storm level of flood protection.

The initial studies for the upgrade of the Bolinas Avenue storm drain system were developed in 2011 and 2012 by Geomorph Design (Matt Smeltzer). These planning-level studies, which were co-funded by the Town of San Anselmo, provided various capital improvement alternatives to alleviate the nuisance flooding on Bolinas Avenue. HEI was subsequently selected by the Towns of Ross and San Anselmo (the Towns) in 2012 to develop more detailed engineering studies and preliminary plans for the two most likely drainage improvement scenarios presented by the Geomorph studies. The Towns agreed that the first phase of the project should be the installation of the new 48-inch storm drain main down Bolinas between Richmond Rd. and SFD. HEI was

awarded the design contract to prepare the plans and specifications, and construction of the new 48-inch storm drain was completed in late 2019.

HEI Engineering has been involved with the Bolinas Drain hydraulic analysis since 2012 and provided design and project management services for the construction of the first phase of the project in 2018. More recently, HEI provided feasibility studies and preliminary environmental work for the Bolinas Drain extension project. HEI's work has been professional and responsive, and their professional fees are consistent with the current industry. It is for these reasons that staff recommends waiving the RFP process and sole sourcing the design phase to HEI.

In order for the ultimate project to achieve at least a 10-year level of flood protection, the 2012 studies showed that a new 48-inch Bolinas drain would need to be extended to the south from its Phase One terminus location at the Bolinas and SFD intersection, continuing along SFD and outfall just downstream of the SFD bridge. The 10-year hydraulic grade is 2.5 feet lower at this location than at the current outfall at the Winship bridge.

The Project provides other benefits to the Town. The completion of the Project will allow the Town to abandon the existing, smaller public storm drain system that currently runs through the rear yard of 92 Shady, a private property which does not have a public storm drain access or maintenance easement. The new storm drain alignment will allow the improvements to remain within the SFD right of way and still utilize the existing outfall location to minimize environmental impacts to the creek bank. The existing 42-inch outfall pipe which discharges below the Winship bridge will remain in place, along with the flap-gate valve installed in 2021 which prohibits backwater from the creek to flood Bolinas Ave during high flows. The new 48-inch outfall installed with the Project will supplement the existing 42-inch outfall, allowing most of the runoff from the 85-acre Bolinas watershed to drain into the creek against a lower hydraulic grade line below the SFD bridge. No additional runoff from the project is proposed, with no net impact to the Corte Madera Creek hydraulics.

Fiscal, resource and timeline impacts:

The "Bolinas-SFD Drainage" project was included in the adopted FY 22-23 Capital Improvement Program (CIP), showing construction funding allocation for FY 22-23 of \$150,000 and FY 23-24 of \$430,000. The construction of this project is expected to begin in May, 2024 at an estimated cost of \$500,000. The 5-year CIP for FY 23-24 and the FY 23-24 budget will be updated to incorporate these figures.

The CSA contract fees are not to exceed \$237,500. The Town is reserving \$36,000 (approximately 15%) for unforeseen changes in design scope. The total project costs including completed preliminary design studies, final design, and construction is estimated to be \$800,000 and is funded by the Town's Drainage Fund.

Attachments:

1. Draft CSA with HEI proposal and Project conceptual plans.

ATTACHMENT 1

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Town of Ross, California, as of _____, 2023, by and between the Town of Ross, a municipal corporation (the "CITY") and Harrison Engineering Inc. ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A" or as may be mutually agreed upon between CITY and CONSULTANT.

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Ross, a municipal corporation

By: _____

CONSULTANT

By: _____

Exhibit A

SCOPE OF SERVICES

See proposal letter, attached as Exhibit "A".

EXHIBIT B

PAYMENT SCHEDULE

1) The total contract price for services rendered by CONTRACTOR under this Agreement shall be as specified below:

Time and Materials per attached Exhibit "A" total in the amount not to exceed \$237,500

2) Payment shall be made to CONTRACTOR on a time and materials basis, and CONTRACTOR shall submit monthly invoices to the City for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to the CITY.

EXHIBIT C

GENERAL PROVISIONS

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

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

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

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

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

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

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

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to

receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

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

10) INDEMNIFY AND HOLD HARMLESS.

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

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

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

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

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

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its CONSULTANTS, consultants, and developers. When local projects require, sub-Consultants, CONSULTANTS, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, CONSULTANT, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

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

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

15) TERM OF THIS AGREEMENT. The term of this agreement shall be for a period of 2 years from the date this agreement was executed.

EXHIBIT D

INSURANCE REQUIREMENTS

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

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

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

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

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

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____.
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

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

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

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers.
 - ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, or volunteers.
 - iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.
- c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- e) SUB-CONSULTANTS. CONSULTANT shall require all sub-Consultants to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-CONSULTANT's insurance shall not relieve CONSULTANT from any claim arising from sub-CONSULTANTS work on behalf of CONSULTANT.



March 8, 2023

EXHIBIT "A" - PROPOSAL LETTER

Mr. Richard Simonitch
Public Works Director/Town Engineer
Town of Ross
P.O. Box 320
Ross, CA 94957

RE: Final Design Services Proposal for Phase 2 Bolinas Avenue Drain Project

Dear Mr. Simonitch,
Harrison Engineering Inc. (HEI) is pleased to submit this proposal for preparation of Bid Ready PS&E for the storm drain system design for the Phase 2 portion of the Bolinas Avenue Storm Drain Project, as well as utility potholing, environmental and permitting services. HEI had completed the 35% design, which has established the alignment for the storm drain pipeline.

The project will continue with the design and complete bid documents (PS&E) for phase two of the project on Sir Francis Drake (SFD) Boulevard from Bolinas Avenue south to San Anselmo Creek. The Phase 2 project will design a new storm drain line to the south along SFD Blvd to San Anselmo Creek. The Phase 2 portion of the project is approximately 640 feet long.

This project will require regulatory agency permits and a CEQA document. Area West Environmental (AWE) will assist HEI with these tasks. AWE already completed the wetland delineation report in compliance with the US Army Corps of Engineers requirements for the project.

Bess TestLabs, Inc. will perform GPR and vacuum excavation potholing of the utility crossings for accurate design of the project and to identify utilities that will need to relocate prior to construction.

The schedule for the project will seek to complete the PS&E, MND, and permitting for the Phase 2 project by January 2024, for a construction start date in May 2024.

We will perform this work on a time and materials basis with an estimated not to exceed fee of \$237,500; based on the attached scope of work and fee estimate.

If you have any questions as you review our proposal, please contact me directly.

Sincerely,
HARRISON ENGINEERING INC.

Randell T. Harrison, PE
President

Enclosures: AWE Proposal, BTL Proposal

Work Scope

Task 1 – Project Management

HEI shall provide project management services to assure delivery of the project on schedule, within budget, and according to the established project goals.

Project management shall also include active coordination with the Town.

- ◆ Consultant will meet with the Town to review the project scope of work, schedule and submittals for the project.
- ◆ Additional meetings will be on an as needed basis to clarify items or review plan submittals.
- ◆ Supervise, coordinate, and monitor project design for conformance with standards and policies.
- ◆ Maintain project files.
- ◆ Prepare monthly invoices.
- ◆ Prepare correspondence and memos. HEI will provide reports of progress to the Town Project Manager on a monthly basis.

In order to maintain and manage the project, the lines of communication must be well established. All project communications shall be directed through HEI's project manager so that project progress can be monitored at all times.

HEI will schedule Coordination Meetings to meet with the Town to discuss key project issues on an as-needed basis. Project meetings will address the project schedules, cost estimates and design issues.

Task 2 - Utility Coordination

HEI will coordinate with operating utilities in the Town to determine potential utility conflicts with the project. Previous mapping from the Phase 1 project will be used to the extent possible.

HEI will map, and identify potential utility conflicts and request record information from the appropriate agency to verify the mapping. Potential conflicts will be identified. HEI will prepare utility relocation letters for printing on Town letterhead.

HEI will work with the Town to request relocations and assist in coordination as the budget allows.

Task 3 – Utility Potholing (BTL)

- Bess TestLabs, Inc. (BTL) will perform utility potholing services for the project. The budget is based on the utilities crossing the storm drain alignment as shown on the 35% Plans. BTL's detailed scope is attached, but includes the following tasks:
 1. Mark out boundaries, notify USA and coordinate with utilities.
 2. Prepare Traffic Control Drawings 'Standard' (none engineer stamped).
 3. Obtain Encroachment Permits (no fee permits assumed).
 4. Implement Traffic Control – lane closure, shift traffic & shoulder work
 5. Perform Ground Penetrating Radar (GPR) to locate utilities for potholing and “clear” or identify unknown utilities along the entire storm drain alignment.
 6. Vacuum excavate up to 16 potholes to confirm underground utilities.
 7. Backfill with class II in pavement areas and native material in dirt areas.

8. Repair asphalt with hot mix asphalt paving.
9. Repair sidewalk score mark to score mark (1 standard panel).
10. Provide vertical and horizontal location of utilities referenced to existing infrastructure.
11. Report of finding with depths, utility sizes, and photo documentation in PDF format.

Task 4, 5, 6– Plans, Specifications and Estimate Preparation

Based on the completed 35% design, HEI will continue to develop the 65% P&E, which will be a relatively complete geometric submittal, confirming and enhancing the detail shown in the 35% Plans. Most construction details will be included in this submittal. All potential utility conflicts will be identified by potholing and notated on the project plans.

The 95% PS&E will be complete plans incorporating Town comments received and provides the Town a final opportunity to back-check the drawings and specification prior to bidding. Final Plans, Specifications and Estimates will be a complete plan package ready to bid.

Plan sheets anticipated for this project include:

<u>Description</u>	<u>Phase 2 Sheets</u>
Title Sheet	1
Typical Sections	1
Layout and Profiles	2
Construction Details	2
<u>Drainage details</u>	<u>2</u>
Total	8

The 100% PS&E will incorporate any final comments received on the 95% PS&E and generate the final Bid Documents for the project.

Deliverables: Electronic submittals of P&E at 65%, 95% and 100% PS&E (Bid Documents)

Task 7 – CEQA and Permitting (AWE)

Area West Environmental, Inc. (AWE) will perform the following scope of services includes California Environmental Quality Act (CEQA) documentation and regulatory agency permitting, which will include the following:

1. Environmental Technical Reports
 - *Biological Assessment*
 - *Cultural Resources Study*
2. CEQA Initial Study/Mitigated Negative Declaration
3. Regulatory Permits
 - *USACE Section 404 Nationwide Permit Authorization*
 - *RWQCB Section 401 Water Quality Certification*
 - *CDFW Section 1602 Streambed Alteration Agreement*

AWE’s detailed work scope is included as an attachment to this proposal.

Task 8 – Bid and Construction Assistance

HEI will provide the Town with support services during the bidding and construction phase of the project. HEI has budgeted for up to 32 person hours for these services including review and respond to RFI’s and review of contractor submittals for compliance with the contract documents.

**Harrison Engineering Inc.
2023 Charge Rate Schedule**

Effective January 1 through December 31, 2023

Hourly Charge Rates

<u>Position/Title</u>	<u>Hourly Rate</u>
Principal/Senior Project Manager II	\$293.00
Senior Project Manager I	\$257.00
Project Manager II	\$227.00
Project Manager I	\$215.00
Senior Project Engineer II	\$209.00
Senior Project Engineer I	\$197.00
Construction Inspector	\$170.00
Project Engineer II	\$179.00
Project Engineer I	\$161.48
Senior Design Engineer II	\$149.50
Senior Design Engineer I	\$137.50
Design Engineer II	\$125.60
Design Engineer I	\$113.60
Design Technician II	\$101.60
Design Technician I	\$89.70
Administrative	\$92.00

Other Expenses

Automobile Mileage	\$0.60 per mile
Plotting	
Monochrome Drawings (Bond or Vellum)	\$1.50 per square foot
Color Plots	\$5.00 per square foot
Plots on Mylar	\$5.00 per square foot
Subconsultant Fees	Cost plus 10%
Reimbursable Costs (Printing, Copying, Parking, Mail/Shipping, Film/Developing, etc.)	Cost plus 10%

Note: Rates are subject to an increase based on SF Bay Area Consumer Price Index, published annually in November.

TASK	ESTIMATED HOURS										ESTIMATED FEE									
	HARRISON ENGINEERING					HE					HARRISON ENGINEERING					TOTAL				
	SPM	SDE-II	DT-I	ADM	LABOR HOURS	SPM	SDE-II	DT-I	ADM	Reim.	SPM	SDE-II	DT-I	ADM	Reim.	TOTAL for HEI	TASK TOTAL for Subconsultant	TEAM TOTAL		
1 Project Management	70			8	78	20,510	0	0	706		293.00	149.50	89.70	88.23		21,216		\$ 21,216		
2 Utility Coordination		8	40		48	0	1,196	3,588	0							4,784		\$ 4,784		
3 Utility Pot-holing (Allowance)																	34,818	\$ 34,818		
4 65% P&E	32	24	40		96	9,376	3,588	3,588	0							16,552		\$ 16,552		
5 95% PS&E	50	24	40		114	14,650	3,588	3,588	0							21,826		\$ 21,826		
6 100% PS&E	24	16	24		64	7,032	2,392	2,153	0							11,577		\$ 11,577		
7 CEOA and Permitting (AWE)																	86,680	\$ 86,680		
8 Bid and Construction Assistance	16	16			32	4,688	2,392	0	0							7,080		\$ 7,080		
9 Contingency																		\$ 20,000		
10 Reimbursible Expenses																818		\$ 818		
11 Markup (10%)																12,150		\$ 12,150		
Total	192	88	144	8	432	56,256	13,156	12,917	706							96,002	121,498	\$ 237,500		



March 8, 2023

Randell Harrison
Harrison Engineering, Inc.
1987 Bonifacio Street
Concord, CA 94520
Via email: randell@harrison-engineering.com

SUBJECT: Environmental Services for the Bolinas Avenue Storm Drain Outfall in the Town of Ross

Dear Mr. Harrison,

Area West Environmental, Inc. (AWE) is pleased to provide the following scope of services to Harrison Engineering Inc. (HEI) for the Town of Ross (Town) Bolinas Avenue Storm Drain Outfall Project (Project). The following scope of services includes California Environmental Quality Act (CEQA) documentation and regulatory permitting.

PROJECT UNDERSTANDING

The Town has proposed improvements to the storm drain system to alleviate flooding issues at the Bolinas Avenue and Richmond Road intersection. The existing storm drain system runs from the Richmond Road intersection to the outfall under the Winship Avenue Bridge at San Anselmo Creek. The proposed improvements include a new parallel HDPE pipe from Bolinas Avenue to a new outfall on San Anselmo Creek immediately downstream of the Sir Francis Drake Boulevard Bridge. The new creek outfall would be a rock rip-rap apron. The Project would be funded with local funds.

SCOPE OF ENVIRONMENTAL SERVICES

The environmental compliance for the Project would need to address the new creek outfall on San Anselmo Creek. Installation of the new parallel storm water pipe within the existing paved roadways would have only minor temporary impacts on roadway users and adjacent properties. Those construction-related impacts on traffic, noise and dust would be addressed with standard construction site Best Management Practices (BMPs). San Anselmo Creek provides important riparian and aquatic habitat for sensitive species, including listed steelhead. Construction and operation of the new outfall would trigger regulatory permits for work within the creek corridor.

Task E1: Environmental Technical Reports

AWE will begin work by conducting background research, and scheduling field work. AWE completed an Aquatic Resources Delineation Report for the Project in November 2022; the field work from the ARDR will inform the biological assessment. Additionally, to assist in the cultural and biological resources evaluation, AWE will reference technical studies and permits issued for the Winship Avenue Bridge over San Anselmo Creek Replacement Project (Bridge No. 27C0074). Relevant technical studies include the Natural Environment Study and Historic

Property Survey Report/ Archaeological Survey Report, both prepared by Garcia and Associates in 2019, and the Hydraulic Study Reports prepared by Stetson Engineers in 2019. Relevant permits and consultations include the Biological Opinion or Letter of Concurrence from USFWS and/or NMFS, Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW), Water Quality Certification from the Regional Water Quality Control Board (RWQCB), and Nationwide Permit authorization from the U.S. Army Corps of Engineers (USACE), if available.

For the Bolinas Avenue Storm Drain Outfall, would prepare a biological assessment and cultural resources study to support the permitting requirements and CEQA documentation. The USACE would serve as the federal lead agency for consultation under the Endangered Species Act and with the State Historic Preservation Officer (SHPO) under Section 106 of the National Historic Preservation Act.

For each study listed below, AWE will provide electronic files (Word and PDF) of an Administrative Draft to HEI, a Draft to Town staff, and a Final report for transmittal to permitting authorities.

E1.1 Biological Assessment

AWE will prepare a draft Biological Assessment (BA) for use by the USACE in consultation with the USFWS and NMFS under Section 7 of the federal Endangered Species Act. The BA will describe Project effects on federally listed species, identify if the Project will result in the destruction or adverse modification of critical habitat, and determine the effect on species using Section 7 consultation language (i.e., no effect, not likely to adversely affect, etc.). All federally listed species with the potential to be directly or indirectly affected by the Project will be evaluated in the BA. AWE will conduct database searches and request species lists from the CDFW California Natural Diversity Database, USFWS, NMFS, and California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants. AWE will conduct a field survey of the site to map suitable habitat for special-status plant and wildlife species and identify trees (greater than 4 inches in diameter) within the project footprint to be removed during construction. The BA will include avoidance, minimization, and compensation measures to mitigate for potential effects on federally listed species. These measures will be developed in coordination with the Town, consistent with measures adopted for nearby Town projects (e.g., Winship Avenue Bridge Replacement). The Biological Assessment report will be submitted to the Town for review. Once all comments have been incorporated, a final report will be prepared for submittal to the USACE with the Section 404 Preconstruction Notification (see Task E3.1 below) for use in Section 7 consultation.

E1.3 Cultural Resources Study

AWE qualified archaeologist will conduct a cultural resources study and report to support the Town's CEQA compliance and the USACE's compliance with Section 106 of the National Historic Preservation Act. The report will include an Area of Potential Effect (APE) map, defining the limits of proposed work and cultural study. The study will include a review of site records, survey reports, National Register listings, and other relevant documents on file at the Northwest Information Center (NWIC) of the California Historical Resources Information System, housed at Sonoma State University in Sacramento, California. The review will

encompass the project limits and a one-quarter mile radius buffer around the Project and will determine whether any portion of the project area has been surveyed for cultural resources and whether there are known archaeological or historic-era resources in the immediate area. From the Winship Avenue Bridge Project, we know that portions of the nearby area have been surveyed, there are known prehistoric sites within a one-quarter-mile radius of the nearby Winship Avenue Bridge, and archaeological site sensitivity along the creek is Moderate to High.

AWE will coordinate consultation efforts with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission and Town, including letters and maps describing the project, and follow-up calls, consistent with CEQA (Assembly Bill 52) and Section 106 requirements.

Following the records search, the archaeologist will conduct an intensive pedestrian survey of the outfall location that will include an inspection of all exposed ground for the presence of archaeological materials. Any resources identified will be documented on California Department of Parks and Recreation 523 site record forms and these forms will be included in the final report. This scope assumes no more than one resource would require recordation.

AWE will prepare a Cultural Resources Study Report. The report will develop environmental and cultural contexts for the project region; document records search findings and consultation efforts with the Heritage Commission and local Native American groups/individuals; and describe field methods and results. The report will include an evaluation of potential project effects on cultural resources, as well as avoidance and minimization measures to reduce potential impacts to a less-than-significant level. This scope of work assumes that no potential cultural resources will be found on the Project site and no subsurface investigations will be required.

Task E2. CEQA Initial Study/Mitigated Negative Declaration

AWE will prepare a focused Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA for the Project. Although the project is a repair and replacement of an existing storm drain, the Project would not qualify under a CEQA Class 2 Categorical Exemption because the stream supports endangered species, triggering an exception to the exemption. The draft IS/MND will include a Project Description describing the project, its location, the project objectives, any responsible agencies who may rely upon the IS/MND, and a list of permits and other approvals required to implement the project. The IS/MND would address the proposed Project and the No-Project Alternative; multiple build alternatives would not be evaluated. The IS/MND will describe the affected environment, environmental consequences, and avoidance, minimization, and/or mitigation measures for project impacts. The consequences of the project will be analyzed for both the construction and operational phases. Cumulative impacts, i.e. the effects of the project in combination with other likely projects, will be assessed. Feasible mitigation measures will be identified, and the significance of the impact after incorporating mitigation measures will be discussed. In addition, a Mitigation Monitoring and Reporting Program (MMRP) will be prepared as an attachment to the IS/MND. AWE will prepare an Administrative Draft IS/MND for Town review, a Screen Check Draft IS/MND, and a Public Draft IS/MND for circulation and website posting.

AWE will prepare a draft Mitigated Negative Declaration (MND), notice of completion (NOC), and notice of intent (NOI) to adopt an MND for use by Town staff. The Town will be responsible for all noticing costs, will post the report on their website, and will submit the required documents to the State Clearinghouse and Marin County Clerk Recorder for circulation. If requested, AWE can complete noticing and filing under added scope and cost.

As required by CEQA, the IS/MND will be circulated among public agencies and the general public, as well as specific individuals, organizations, and agencies expressing an interest in receiving the document, for 30 days. AWE environmental project manager will attend one virtual (online) public hearing during the comment period, if requested. Following the close of the 30-day public comment period, AWE provide up to 16 hours of assistance to the Town in preparing written responses to all comments submitted on the draft IS/MND and errata to the IS/MND. AWE will prepare the Response to Comments memo with errata for Town staff use during Town Council consideration of the Project.

Task E3. Regulatory Permits

AWE will assist in preparing and submitting applications for the following permit issuance:

- Preconstruction Notification (PCN) package to the USACE for Clean Water Act Section 404;
- Water Quality Certification to the RWQCB under Section 401 of the Clean Water Act; and
- Streambed Alteration Agreement (SAA) to CDFW under Section 1602 of the California Fish and Game Code.

AWE will request a preapplication meeting with the USACE, RWQCB, USFWS, NMFS, and CDFW to discuss the preliminary project design, temporary and permanent impacts, and avoidance and minimization measures before permit applications are submitted.

E3.1 USACE Section 404 Nationwide Permit Authorization

AWE will prepare a PCN to be submitted to the Corps requesting concurrence that the Project qualifies for authorization under Nationwide Permit 43 – Stormwater Management Facilities. The PCN will include a project description, design drawings, and a mitigation plan to describe how the Project will offset impact to Waters of the U.S. As part of this task, AWE will submit the Aquatic Resources Delineation Report (prepared by AWE in November 2022) with a request for a Preliminary Jurisdictional Determination, Biological Assessment (Task E1.2) and Cultural Resources Study (E1.3) with the PCN. AWE assumes that if compensatory mitigation is required, the USACE would accept in lieu fees or mitigation bank credits, and the Town would pay all mitigation costs. for submittal to the USACE. This task includes a half-day field verification site visit with the USACE to verify waters of the U.S., including wetlands, mapped for the project limits, if requested.

E3.2. RWQCB Section 401 Water Quality Certification

A Clean Water Act Section 401 permit is required to certify all Section 404 permits. AWE will prepare a Water Quality Certification (WQC) application to be submitted to the San Francisco RWQCB. The permit package will include a project location map, design plans, a mitigation plan to compensate for losses of waters to the State, and evidence of CEQA approval. AWE will incorporate best management practices (BMPs) to avoid and minimize effects on water quality. If the RWQCB requires compensatory mitigation, AWE will work with the Town, HEI, and other stakeholders to identify appropriate stream enhancement elements to the project. This scope of services does not include a revegetation plan or off-site or onsite mitigation plan. Those services could be provided under separate scope and cost.

E3.3. CDFW Section 1602 Streambed Alteration Agreement

AWE will prepare a Notification of Lake or Streambed Alteration to be submitted to CDFW. In addition to the items listed for the Section 401 permit above, the permit package will include results of the tree inventory and recommended mitigation to address impacts to streambed and riparian vegetation.

Scope of Work Assumptions

The scope of work for environmental services is based on a number of assumptions (listed below).

- The Town will obtain rights of entry for fieldwork, if needed.
- HEI will prepare a preliminary project description for use in the technical studies.
- The Town will provide copies of environmental technical reports from the Winship Avenue Bridge Replacement Project.
- HEI will provide the surveyor's CAD or GIS shapefiles with existing topography, structures, and tree locations for the outfall location.
- No Native American consultation beyond notification will be required.
- No more than one cultural resource or isolate would require recordation on DPR site forms.
- If evidence of significant cultural resources is located within an Area of Direct Impact (ADI), or within the designated APE, during field surveys, additional cultural resource studies or investigations will be completed under additional scope and cost. Extended Phase I or Phase II work to formally evaluate National Register significance is not included.
- No quantitative air quality, greenhouse gas, or noise analysis will be required for the IS/MND. The IS/MND will qualitatively describe construction-related air quality and noise impacts.

- Town will be responsible for all noticing costs, will post the report on their website, and will submit the required documents to the State Clearinghouse and Marin County Clerk Recorder for circulation.
- IS/MND comments would not require substantial project description revisions or new quantitative analyses.
- The Town will pay all permit application fees and mitigation costs; AWE will provide back-up documentation for the permit and mitigation costs.
- This scope of services does not include a revegetation plan or off- or on-site mitigation plan. If required, those services could be provided under separate scope and cost.
- The Project will qualify for a Nationwide Permit.

COST ESTIMATE

Cost for the above scope of services is provided in the attached excel cost estimate.

Please call or email me at (916) 987-3362, adour-smith@areawest.net, with any questions.

Sincerely,



Aimee Dour-Smith
Environmental Project Manager

Enclosure: Cost Proposal

AWE Ref# P21-058, 22-017

2023 Rate Sheet

Personnel Classification	Hourly Rate
Principal	\$195
Senior Conservation Specialist	\$185
Project Manager	\$180
Field Monitor Supervisor	\$110
CEQA/NEPA Specialist	\$180
Permit Specialist	\$145
Planner 3/Senior Land Use Planner	\$130
Planner 2/Project Coordinator	\$110
Planner 1	\$75
Biological Resources Lead	\$125
Biologist 3	\$120
Biologist 2	\$95
Biologist 1/Biological Monitor	\$85
Environmental Scientist 3/Senior Scientist	\$135
Environmental Scientist 2	\$115
Environmental Scientist 1	\$95
Water Quality Specialist (QSD/QSP)	\$115
Water Quality Monitor	\$90
Archaeologist 3/Senior Cultural Resources Specialist	\$125
Archaeologist 2	\$100
Archaeologist 1	\$85
GIS Specialist	\$155
GIS 2	\$95
GIS 1	\$85
Admin. Assistant 2	\$75
Admin. Assistant 1	\$65
Editor	\$85
Project Accountant	\$90
Senior Technical Writer	\$125
Technician	\$85
Direct Expenses	
Mileage	at current IRS Standard Mileage Rate
Per Diem	at current Federal Rates
Web Based Wetland Delineation Data Collection Form	at cost/form
In House Printing/Reproductions	\$0.50/page
Electronic Field Data Forms	\$38/user
GPS and Laser Range Finder	\$150/day
Jon Boat - nonmotorized	\$40/day
ATV	\$150/day

Costs for outside services (e.g. services by associate firms, print house printing/reprographics) postage, cultural resource record searches, permit fees, insurance certificates (where client requires 30-day advance notification of cancellation) are billed at cost plus 10%. Rates escalate at 5% annually.

Confidential Business Information



Hayward (Corporate) | Fresno | Los Angeles | T. (408) 988-0101 | F. (408) 988-0103
 Utility Locating - Ground Penetrating Radar (GPR) - Electromagnetic Pipe Locators
 Structural Concrete Scanning - Potholing Vacuum Excavation - CCTV Pipe Inspection
 Mobile LiDAR Scanning - 3D Scanning - 3D Utility Mapping - www.besstestlab.com

Date: March 1, 2023 **Quote No.:** AD-3-1-2023-1
Customer: Harrison Engineering Inc.
Site: Bolinas Ave & Sir Frances Drake Blvd **City:** Ross
Ref. No.: **County:** Marine
Requestor: Randell Harrison **Phone No.:** 925-525-9555
Email: randell@harrison-engineering.com **Fee Rate:** Prevailing Wage

Project Description:
 Schedule & coordinate USA markings. Bess to perform 16 potholes per attached exhibit. Bess to provide their own traffic control, surface removal, backfill and surface restoration per city standards. Bess to provide pothole report in PDF Format. **Per Client their will be a NO fee encroachment permit costs, added 2 extra potholes for contingency purposes for area where BESS will use GPR to verify clear of utilities.** If we finish the project in 2 days we will only bill the actuals.

Code	Service Description	Qty	Unit	Unit Price	Sub-Total
PM-100	Project Manager	2	HR	185.00	\$ 370.00
PM-101	Project Coordination	2	HR	145.00	\$ 290.00
P-124	Utility Field Foreman	8	HR	185.50	\$ 1,484.00
P-109	2 Man- Potholing Hydro	3	DAY	3,438.00	\$ 10,314.00
P-103	2 Person Surface Restoration /Backfill	3	DAY	2,722.50	\$ 8,167.50
P-132	Special Backfill Material (Class II, Slurry, Etc.)	15	EA	135.00	\$ 2,025.00
P-129	Special Surface Restoration (Concrete Flag)	1	EA	395.00	\$ 395.00
T-107	2 Person Traffic Control w/ arrow truck	3	DAY	2,196.00	\$ 6,588.00
T-110	Traffic Control Plans - Standard	1	SHEET	400.00	\$ 400.00
P-117	POTHOLING - Disposal Fee	3	EA	1,100.00	\$ 3,300.00
L-100	1 Person Utility Designation W/GPR& EM Pipe Locator	8	HR	185.50	\$ 1,484.00
TOTAL \$					34,817.50

Rates and Reimbursable Expenses:

- Overtime applies after 8 hours of work and weekends.
- Hourly rates are portal to portal from our nearest office with in 50 miles. Travel rates apply over 50 miles
- Hourly rates apply to day shift (typical BESS day shift hours are 7:00 AM to 4:30 PM).
- Prevailing wage and night rates will apply when necessary.
- Mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.
- Lodging and meals, when necessary, will be charged at cost plus 10%, unless specified otherwise.
- Outside reproductions, shipping, services and consultants will be charged at cost plus 10%.
- Cost of normal field supplies are included in the hourly rates.
- CDF, Slurry, asphalt, concrete, class II bed rock, certified traffic control plans, core bits & saw blades, other materials/supplies will be charged at cost plus 10%.

I, the undersigned, have read, reviewed and accept the attached proposal, including attachments, and authorize Bess Testlab, Inc. to proceed with the work described above as witnessed and attested by my signature below.

By: _____

Title: _____

(Print or Type Name)

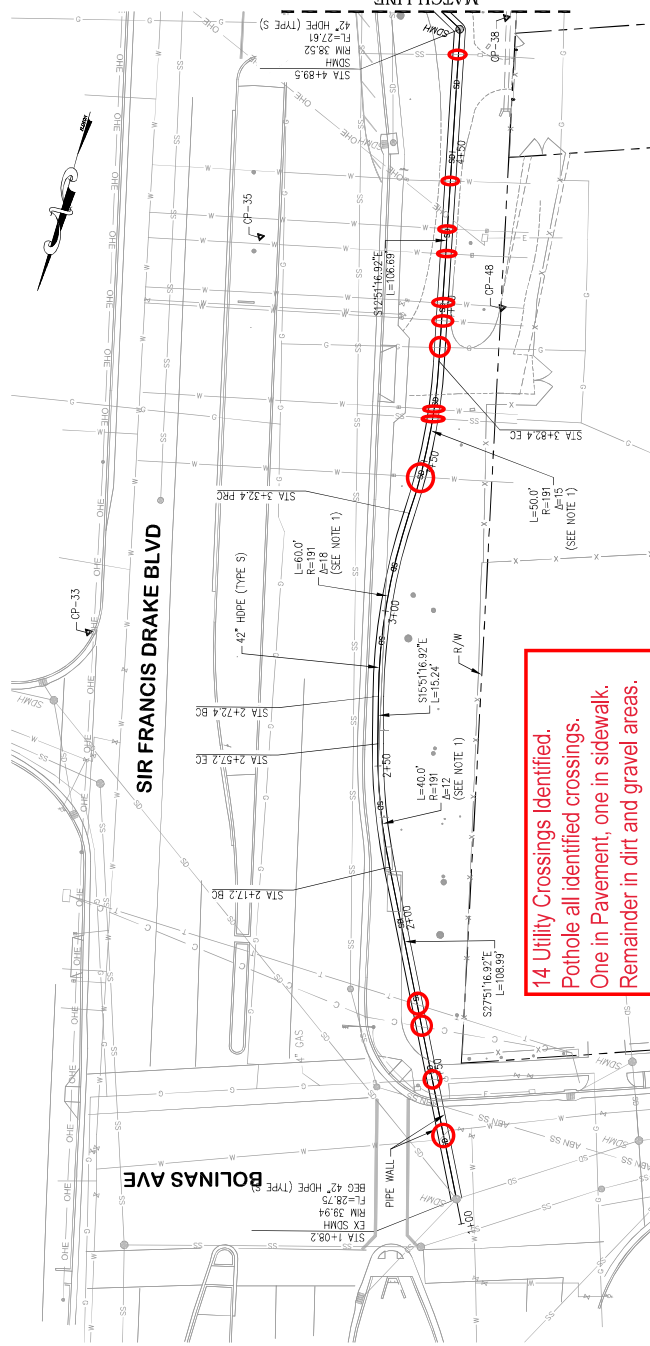
(Print or Type Title)

(Signature)

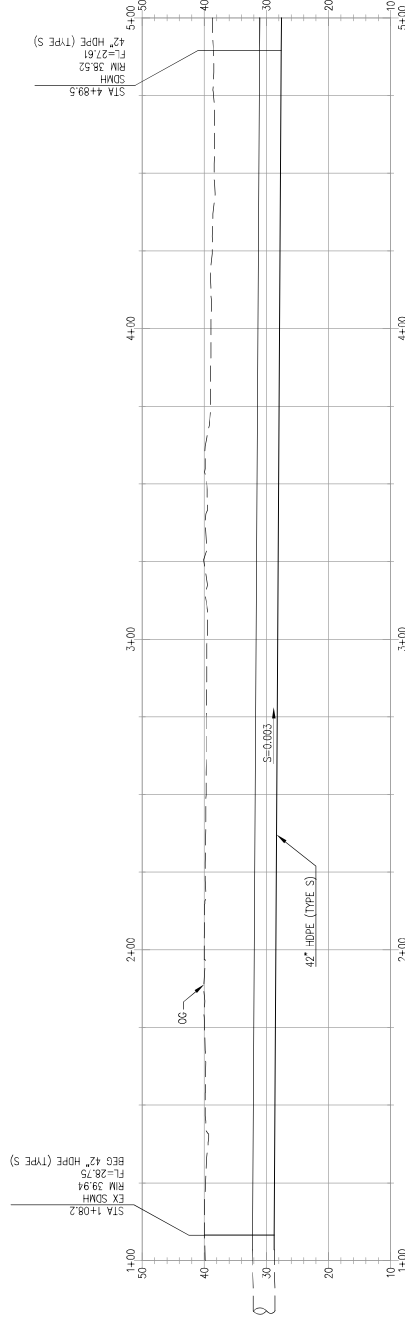
(Date)

NOTES:
 1. CURVES ARE 10' LINE SEGMENTS WITH 3" OF DEFLECTION.

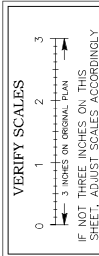
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CP-34	6+50.1, 46.82' LT	2181646.68822	5967884.72088	40.07	SET M+S
CP-35	4+18.7, 59.93' LT	2181746.88720	5967788.14572	39.51	SET SPK
CP-38	4+89.4, 15.35' RT	2181656.67312	5967742.23229	38.07	SET SPK
CP-48	4+100.7, 19.07' RT	2181746.83404	5967711.10254	37.43	SET SPK



PLAN
 SCALE 1"=20'



35% PROGRESS PRINTS
 NOT FOR CONSTRUCTION

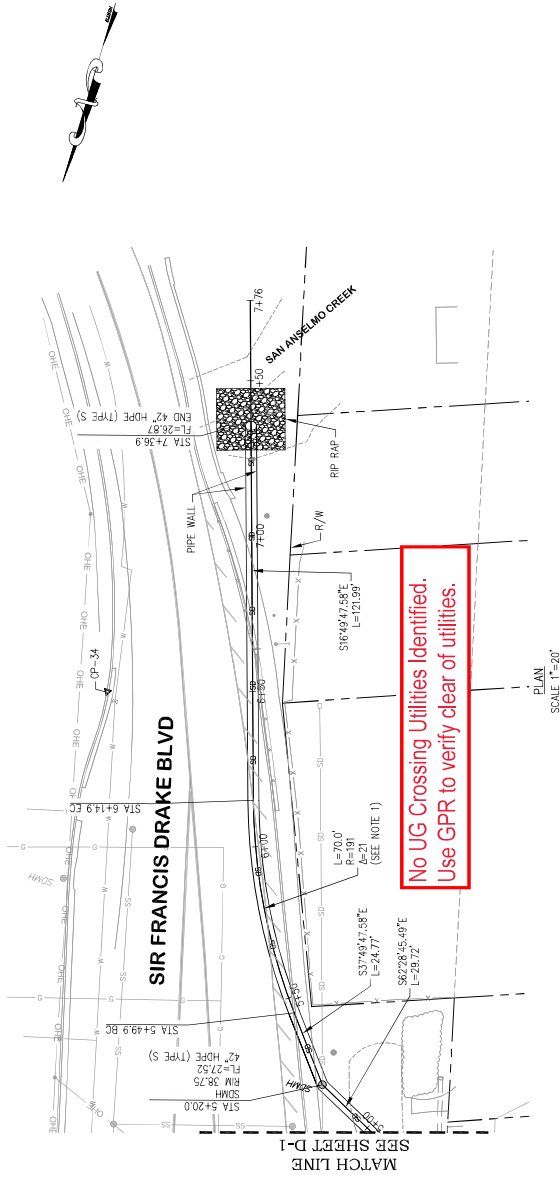


NO.	DATE	BY	REVISION

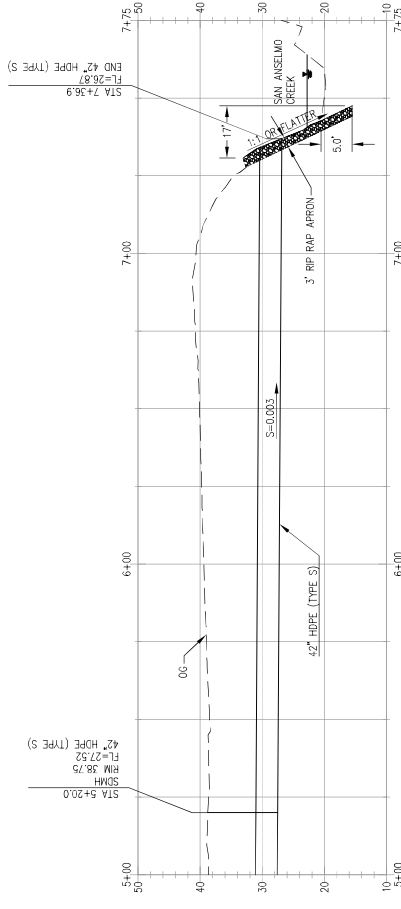
SCALE: AS SHOWN	ACCEPTED: 2022
DESIGNED BY: MV	TOWN ENGINEER
DRAWN BY: MV	
CHECKED BY: ETH	

HEI HARRISON ENGINEERING INC. <small>PER 9252000 LICENSE - www.harrisoneng.com</small>	
31 SIR FRANCIS DRAKE BOULEVARD ROSS, CA 94957 PHONE: (415) 453-1453	
TOWN OF ROSS	
DRAINAGE PLAN	
BOLINAS AVENUE STORM DRAIN IMPROVEMENTS PHASE 2	
SHEET	D-1
4 OF 9	

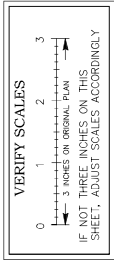
NOTES:
 1. CURVES ARE 10' LINE SEGMENTS WITH 3" OF DEFLECTION.



No UG Crossing Utilities Identified.
 Use GPR to verify clear of utilities.



35% PROGRESS PRINTS
 NOT FOR CONSTRUCTION



DRAINAGE PLAN
 SHEET D-2
 BOLLINAS AVENUE STORM DRAIN IMPROVEMENTS PHASE 2
 5 OF 9

TOWN OF ROSS
 31 SIR FRANCIS DRAKE BOULEVARD
 ROSS, CA 94957
 PHONE: (415) 453-1453



ACCEPTED _____ 2022
 TOWN ENGINEER

HEI HARRISON ENGINEERING INC.
 10000 S. HARRISON AVENUE, SUITE 100
 HAYWARD, CA 94541
 WWW.HARRISONENGINEERING.COM

NO.	DATE	BY	REVISION

SCALE: AS SHOWN
 DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____