



Staff Report

Date: February 15, 2024

To: Mayor Brekhus and Council Members

From: Richard Simonitch, Public Works Director

Subject: Contract Amendment #7 for Consor Engineering in the amount of \$24,911 for additional consulting services required for the Winship Avenue Bridge Replacement Project.

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute Contract Amendment #7 with Consor (formerly Quincy) Engineering in the amount of \$24,911 for costs associated with additional tasks related to the completion of cultural resources reporting for the Winship Bridge replacement project and appropriate an additional \$25,000 to the existing \$160,000 drainage fund borrow amount.

Background and Discussion

The design for the replacement of the existing Winship Avenue bridge (the Project) is currently in the National Environmental Policy Act (NEPA) certification phase, which commenced following the California Environmental Quality Act (CEQA) certification of the Project in August 2020. Before commencing with final engineering and construction of the bridge, the Federal Highway Bridge Program (HBP), which is the primary funding source for the Project, requires clearance (i.e. approval) of all NEPA and Right of Way (ROW) tasks.

A significant element of the NEPA approval process is demonstrating compliance with Section 106 of the National Historic Preservation Act. Recent cultural resource-related field surveys and investigations for the Project has revealed evidence that a Native American community very likely lived and thrived in the immediate vicinity of the bridge in the Winship Park area. This discovery has amplified the need for the Town's NEPA consultants to partner with the Federated Indians of Graton Rancheria (FIGR) to develop a compliance strategy to satisfy Section 106. Caltrans, who manages the HBP funding programs in California, now requires a memorandum of agreement (MOA) be developed between Caltrans and the California State Historic Preservation Office

addressing the construction site mitigation and cultural resource preservation process as required by FIGR.

The tasks and cost associated with preparing the MOA to satisfy Section 106 compliance efforts was not anticipated in the original contract with the Winship Bridge consultants.

Project Timeline:

On February 13, 2014, the Town of Ross awarded a Professional Design Engineering Contract to Quincy (now Consor) Engineering in the amount of \$655,673 for 100% Plans, Specifications, and Estimates (PS&E) and NEPA certification. HBP funding of \$655,700 was obligated to the Town based on this contract amount. This amount was exceeded in July 2021, and it is anticipated that \$360,000 in total contract amendments will be needed to complete the PS&E's and advertise for public bid.

On January 6, 2015, the Marin County Flood Control and Water Conservation District (the County) entered into an agreement with the Town to reimburse 100% of the Town's costs for CEQA and project management costs, both of which are not reimbursable under the HBP. To date, the County has paid \$114,125 out of the total \$119,459 reimbursement agreement.

On March 9, 2017, the Town Council approved a contract amendment for Quincy Engineering for \$79,273, increasing the contract amount to \$734,946 to cover additional costs outside of their original contract scope. Most of these additional costs were related to preparing responses and technical reports in response to input and requests received from staff, Town Council and the public between February 2014 and March 2017.

On May 11, 2017, the Town Council approved a proposed alignment and directed staff and the bridge consultants to complete the environmental studies based on the preferred alignment and width.

On January 3, 2020, the Draft Initial Study/Mitigated Negative Declaration was completed and subsequently adopted by Town Council on March 12, 2020. The CEQA Notice of Determination was filed on March 13, 2020. Because of the COVID 19 pandemic, the statute of limitations for court challenges extended from 30 days to 147 days; and Quincy could not begin NEPA processing until August 7, 2020.

On October 14, 2021, the Town Council approved another contract amendment for Quincy (now Consor) Engineering for \$122,000, increasing the contract amount to \$856,946 to cover additional costs outside of their original contract scope including \$60,000 for pending right of way easements and acquisitions, and \$62,000 for additional reports related to revised hydraulic conditions related to the San Anselmo Building Bridge 2 removal, Natural Environment Study and Biological Assessment, Cultural Resource, and floodplain studies.

On October 12, 2023, the Town Council approved Contract Amendment #6 for Consor Engineering for \$52,443, increasing the contract from \$856,946 to \$909,389 for costs related to additional requirements requested by Caltrans for the preparation of a "Type Selection Report" as required for NEPA approval.

Amendment #7 proposes a \$24,911 contract amendment which will increase the contract from \$909,389 to \$934,300.

Fiscal, resource and timeline impacts

Due to the significance of the recent cultural resource discoveries and based on recent discussions with FIGR, it is anticipated that at least one more contract amendment will be forthcoming within the next month for additional site surveys to satisfy FIGR requests and complete the NEPA process. NEPA and right of way are anticipated to be cleared hopefully before December 2024 with construction beginning in Summer 2025.

No Town Operating Fund or General Funds are needed for this contract amendment. On January 22, 2022, the Town Council authorized the appropriation of \$160,000 to be borrowed from the Town's drainage fund account to pay consultant invoices until additional HBP funding is obligated, at which time the drainage fund will be reimbursed with HBP funding.

As with all prior contract amendments, Amendment #7 and all costs associated with consultations with FIGR are fully reimbursable under the HBP.

Summary:

Total HBP funding received = \$655,700

Total County FCD funds received = \$119,500

Total funds received to date = \$775,200

Total Winship Bridge invoices paid to date = \$880,000

Total invoices paid out of drainage fund borrow to date = \$104,800

Appropriated drainage fund monies remaining = \$55,200

Estimated additional funding needed to obtain NEPA and Right of Way clearance = \$70,000

To cover the approximate \$15,000 shortfall, staff is requesting an additional \$15,000 +\$10,000 contingency for a total of \$25,000 additional borrow from the drainage fund. If approved, the total drainage fund borrow will be \$185,000. Once NEPA is cleared, the drainage fund borrow can be paid back and staff anticipates that all future contract amendments can be paid through newly obligated HBP funding.

Completion of NEPA and ROW will improve the project ranking, accelerating the timing on HBP funding obligations to the Town.

Alternative actions

none

Attachments

Amendment #7

Original 2014 Consultant Contract

**SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF ROSS AND
CONSOR ENGINEERING, LLC. RELATIVE TO
WINSHIP BRIDGE REPLACEMENT**

This Seventh Amendment to Professional Services Agreement, ("**Amendment #7**"), is entered into this ____ day of _____, 2024 (the "**Effective Date**"), by and between the TOWN OF ROSS, a municipal corporation, ("**Town**"), and CONSOR NORTH AMERICA, INC., ("**Consultant**"), who agree as follows.

RECITALS

A. Town and Consultant entered into a Professional Services Agreement for Engineering Design and Environmental Services for the Winship Bridge Replacement project in the Town of Ross, ("**Agreement**"), on June 25, 2014. The Agreement was amended on December 31, 2016 ("**Amendment #1**") to extend the termination date of December 31, 2016 to June 1, 2019 as outlined in Item 8 of the Agreement. The Agreement was amended again on March 30, 2017 ("**Amendment #2**") to increase the contract compensation amount by \$79,273.10 to \$734,946.24 as outlined in Item 4 of the Agreement. The Agreement was amended on June 1, 2019 ("**Amendment #3**") to extend the termination date of June 1, 2019 to December 31, 2020 as outlined in Item 8 of the Agreement. The Agreement was amended on January 1, 2021 ("**Amendment #4**") to extend the termination date of December 31, 2020 to December 31, 2022 as outlined in Item 8 of the Agreement. On December 31, 2022 a time extension was approved by the DPW Director to extend the termination date of December 31, 2022 to December 31, 2024 as outlined in Item 8 of the Agreement. The Agreement was amended on September 6, 2023 ("**Amendment #5**") to increase the contract compensation amount by \$122,000 to \$856,946.24 as outlined in Item 4 of the Agreement. The Agreement was amended on October 12, 2023 ("**Amendment #6**") to increase the contract compensation amount by \$52,442.49 to \$909,388.73 as outlined in Item 4 of the Agreement.

B. Various added scope of work items that have been requested by and discussed with the Town and, other tasks that have required added effort outside of the original scope of work related to "additional cultural resources for NEPA certification", require additional compensation for the Consultant to cover the costs associated with the change of project scope as outlined in Item 4 of the Agreement.

C. Town and Consultant agree that Consultant will continue providing Engineering Design and Environmental Services for the Winship Bridge Replacement Project.

D. The Town now desires to amend the Agreement as set forth in this Amendment.

E. Item 32 of the Agreement allows the Agreement to be amended by a written instrument executed by both Town and Consultant;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Terms. Unless otherwise defined in this Amendment, all terms used in this Amendment shall have the same meaning as set forth in the Agreement.

2. Term, Delays and Extensions. There is no amendment to the Term, Delays and Extensions in the Agreement as a result of this Amendment.

3. Compensation. The existing Contract amount is \$909,388.73. With the addition of Amendment #7 in the amount of \$24,911, the new Contract amount is \$934,299.73.

4. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. Effective Date. This Amendment shall be effective as of the Effective Date.

7. Exhibits. Exhibit "A" attached describing the need for additional compensation.

"TOWN"

Town of Ross,
a municipal corporation

By: _____

Name: _____

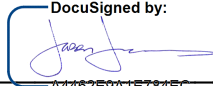
Its: _____

ATTEST:

Town Clerk

"CONSULTANT"

Conсор North America, Inc.

DocuSigned by:
By:  _____
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Name: Jason Jurrens _____

Its: District Manager _____

EXHIBIT "A"



October 30, 2023
Kleinfelder Proposal No.: PSR 380
Kleinfelder Project No.: 06631000.GNDA

Michele Johnson
Conzor Engineering (formerly Quincy)
11017 Cobblestone Drive, Suite 100
Rancho Cordova, CA 95670

SUBJECT: Proposed MOD #4: Proposal to Provide Additional Cultural Resource Services for the Winship Avenue Bridge Replacement Project, Ross, Marin County, California

Dear Ms. Johnson,

Kleinfelder is pleased to present the following modified scope of work and cost estimate to fulfill additional cultural resource support for the Winship Avenue Bridge Replacement Project (Project) in the city of Ross, Marin County, California. This modification (MOD 4) is in response to an additional cultural resources task for the Project (Task 11).

SCOPE OF SERVICES

The initial scope and cost for this Project in December 2014 and the addition of MOD 2 in January 2021 and MOD 3 in September 2023 do not account for additional work required for the Project. This MOD (MOD 4) is to account for the following additional cultural services:

Task 11 – Memorandum of Agreement (MOA)

It is Kleinfelder's understanding that Caltrans requires a memorandum of agreement (MOA) between Caltrans and the California State Historic Preservation Office to be prepared as part of our Section 106 compliance efforts. This MOD accounts for preparation of the MOA.

- At the direction of the Caltrans Cultural Studies Office Section 106 Coordinator, Kleinfelder will prepare the draft MOA.
- Kleinfelder will consult with the Tribe(s), sending them a draft copy of the MOA for Tribal input.
- Kleinfelder will respond to one (1) round of consolidated comments from the Town of Ross and Consor to ensure that the project description and details of the project related construction and design are accurate. Kleinfelder will then submit the draft electronically to Caltrans and the Tribe for their review. Kleinfelder assumes up to one (1) round of comments each from Caltrans and the Tribe prior to submitting the finalized report.

ASSUMPTIONS

- Caltrans will provide a sample MOA for Kleinfelder to review prior to project implementation.
- Kleinfelder assumes that Caltrans as the lead federal agency will take the lead on tribal consultation.
- Kleinfelder will respond to one (1) round of consolidated comments from the Town of Ross and Consor to ensure that the project description and details of the project related construction and design are accurate.
- Kleinfelder will respond to one (1) round of comments each from Caltrans and up to two (2) Tribes prior to submitting the finalized report. If more than two Tribes need to provide comments, Kleinfelder will submit a revised scope modification for the effort.
- No fieldwork or mitigation efforts are associated with this modification (MOD 4).
- Kleinfelder will conduct this work under a time and materials contract.
- Kleinfelder assumes no more than 20 hours are required to consult with the Tribe(s) to prepare the MOA.
- Kleinfelder assumes no more than 16 hours of coordination meetings between the client, Consor, and Kleinfelder will be required to discuss the progress of the MOA. In the event that these meetings extend beyond this amount, the additional meeting time will be billed as additional time and materials.
- Our scope of work, cost, and approach are based on available information. Should the project description change, this could result in changes to the approach to reporting, proposed mitigation recommendations, archaeological evaluation, mapping, and added consultation with the Tribe and Caltrans. Should changes to the project description occur, Kleinfelder may request a contract modification to address subsequent efforts for archaeological compliance. In addition, should the project be delayed or postponed for any reason, this scope of work and associated budget will be valid for up to 120 days.

COST ESTIMATE

Kleinfelder will conduct this work under a time-and-materials basis, with the charges invoiced on a monthly basis. The costs associated with the above tasks are summarized in the table below. Details regarding the cost estimate breakdown are available in Attachment A.

Task	Task Description	Cost Estimate
11	Memorandum of Agreement (MOA)	\$24, 911.00
	TOTAL	

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions, and at

the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Other Assumptions, Limitations, and Exclusions

- Kleinfelder will conduct this work under a time and materials contract.
- Our scope of work, cost, and approach are based on available information. Should the project description change, this could result in changes to the approach to reporting, proposed mitigation recommendations, archaeological evaluation, mapping, and added consultation with the Tribe and Caltrans. Should changes to the project description occur, Kleinfelder may request a contract modification to address subsequent efforts for archaeological compliance. In addition, should the project be delayed or postponed for any reason, this scope of work and associated budget will be valid for up to 120 days.
- This MOD does not include fieldwork or associated costs. If additional fieldwork is required, this effort and its associated costs, will be included in an additional contract MOD.
- This MOD does not include collection and curation of artifacts/cultural materials in the event that this is warranted. If this effort is required, it will be included in an additional MOD.
- Kleinfelder assumes that hazardous building materials such as polychlorinated biphenyls (PCBs), mercury, asbestos, and lead-based paint are not present within the Project site and that no Personal Protective Equipment (PPE) beyond Level D PPE will be required for the archaeologist during field efforts (survey, testing) and monitoring.
- This proposal is valid for a period of 120 days from the date of this proposal. This proposal was prepared specifically for Consor Engineering and its designated representatives and may not be provided to others without Kleinfelder's express permission.

SAFETY

As a firm, Kleinfelder holds safety paramount to our business activities. We follow the industry leading Loss Prevention System® (LPS) with a goal of having zero incidents on all of our projects. Kleinfelder's LPS is a behavior-based system that incorporates tools specifically designed to empower our people, evaluate for and prevent loss potentials, and provide effective solutions to manage potential and realized losses impacting both traditional health and safety issues and business operations.

Specifically, the goal of LPS is to prevent or reduce severity of personal injuries, equipment or property damage, product quality incidents such as spills and leaks, regulatory assessments, operational or system inefficiencies, and near losses/misses. Our staff uses LPS and Kleinfelder developed tools to ASSESS those factors that cause or contribute to these types of incidents, ANALYZE corrective measures and identify tools required to mitigate the hazards, and ACT to implement solutions that eliminate or reduce the likelihood that the event could recur. The program involves all layers of the organization, including technicians, engineers, scientists, supervisors, managers, administrators, and executives.

Components of the program include regularly scheduled safety meetings; Job Safety Analysis for priority job activities; Project Safety Audits; lessons learned on incidents and near loss investigations; site-specific

safety plans for all projects; effective hazard controls; and internet- based, self- directed, and ongoing safety training, among others.

COVID-19

Orders or restrictions issued by civil authorities and other conditions relating to the COVID-19 pandemic may interfere with Kleinfelder's ability to perform or otherwise impact our ability to work. Kleinfelder will communicate any anticipated delays or impacts and work closely with the client to identify a mutually acceptable solution to advance Kleinfelder's completion of its services.

Sincerely,

KLEINFELDER



Jessica Thibault
Senior Staff Archaeologist

Attachments

Attachment A: Cost Estimate
Attachment B: Billing Rates

TASK	HOURS	LABOR BUDGET	REIMB. EXPENSE BUDGET	LAB BUDGET	SUB BUDGET	TOTAL PROJECT BUDGET
TASK 11- MOA	170	\$24,911.00	\$0.00	\$0.00	\$0.00	\$24,911.00
TOTALS	170	\$24,911.00	\$0.00	\$0.00	\$0.00	\$24,911.00

KLEINFELDER, INC – West Division, Environmental 2023 RATE SCHEDULE



Developed for: Winship Bridge Replacement Project

PROFESSIONAL STAFF RATES

Professional*	\$ 93/ hour
Staff Professional I*	\$ 99/ hour
Staff Professional II*	\$ 114/ hour
Project Professional	\$ 116/ hour
Senior Professional	\$ 133/ hour
Principal Professional	\$ 169/ hour
Senior Principal Professional	\$ 290/ hour
Project Manager I	\$ 145/ hour
Project Manager II	\$ 170/ hour
Senior Project Manager	\$ 219/ hour
Program Manager	\$ 205/ hour
Senior Program Manager	\$ 286/ hour
GIS/Designer/Drafter*	\$ 110/ hour
Senior GIS/Designer/Drafter	\$ 140/ hour
Project Controls Professional*	\$ 140/ hour
Senior Project Controls Professional	\$ 186/ hour

ADMINISTRATIVE STAFF RATES

Administrator*	\$ 81/ hour
Project Administrator	\$ 122/ hour

- ✓ Kleinfelder reserves the right to adjust the rate schedule on projects not completed within 180 days from the contract signature date.
- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates **do not** apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

Other Direct Costs to be reimbursed at 10%.

***Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5X the hourly rate shown above. Overtime applies to (*) rates only.**

Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2024. Labor Escalation Rate to be 5%.

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PROFESSIONAL SERVICES AGREEMENT

WINSHIP AVENUE BRIDGE REPLACEMENT PROJECT

CONSULTANT ENGINEERING DESIGN AND ENVIRONMENTAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of 1/25, 2014 ("Effective Date"), by and between the Town of Ross, a municipal corporation ("Town") and "Quincy Engineering, Inc." (Rancho Cordova, CA), ("Consultant" or "Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to Town under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Project Description.** Engineering design for replacement of the Winship Avenue Bridge in Ross
2. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A," attached hereto and incorporated herein ("Services").
3. **Consultant.** "Consultant" includes consultant's officers, employees, volunteers, agents, subconsultants and subconsultants.
4. **Compensation.**
 - A. For the full performance of the Services as described herein, Town shall compensate Consultant under the following terms:

The basis of payment for the services provided under this agreement shall be Not-To-Exceed as shown in the Cost Proposal within Exhibit "A," attached hereto and incorporated herein, *being comprised of a base service amount of _____ with an additional _____ in deferred optional services for which prior written authorization by the Town is required.*

If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

The Town will reimburse the Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the Consultant in performance of the work. The Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the Consultant be reimbursed for overhead costs at a rate

that exceeds the Town's approved overhead rate set forth in the Cost Proposal. In the event, that the Town determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the Town shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "C" shall not be exceeded, unless authorized by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the Town's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by Town, as applicable.

The Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Town's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the Town. The final invoice should be submitted within 60 calendar days after completion of the Consultant's work. Invoices shall be mailed to the Town's Contract Administrator at the following address:

**Town of Ross
Attn: Rob Braulik/Town Manager
P.O. Box 320
Ross, CA 94957-0320**

- C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed

without prior written authorization of the Town Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the Town Manager.

- D. Town's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has obtained a currently valid Ross business license.

- E. Town shall not retain any amount of each approved monthly invoice.
- F. The Federal Acquisition Regulations in Title 48 CFR Part 31 are the governing factors regarding allowable elements of cost.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the Town shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- H. All subcontracts in excess of \$25,000 shall contain the above provisions.

5. **Funding.**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the Town for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or Town governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The Town has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

6. **Cost Principles and Administrative Requirements.**

- A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost of individual items.
- B. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the Town.
7. **Contingent Fee.** The Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the Town has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. **Term, Delays & Extensions.** The term of this Agreement commences on the Effective Date, and terminates on **December 31, 2016**, unless sooner terminated in accordance with Section 9. Upon termination, any and all of Town's documents or materials provided to Consultant and any and all of the documents or materials prepared for Town or relating to the performance of the Services, shall be delivered to the Town as soon as possible, but not later than fourteen (14) days after termination of the Agreement. Contract term shall be subject to any Town-approved delays or extensions due to unforeseen circumstances.
9. **Termination.** Town may terminate this Agreement without cause upon thirty (30) days' written notice. If consultant fails to cure a material breach within ten (10) days' notice by the Town, then Town may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by Town, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of Town in accordance with the terms and conditions of this Agreement. If Town terminates this Agreement for cause, Consultant shall be liable to Town for any excess cost Town incurs for completion of the Services. In the event of termination, ownership of work completed or partially completed shall be subject to the provisions of item 27 herein.
10. **Town of Ross Obligation.** All applicable data in possession of the Town of Ross or another agency, or government, are to be made available to the Consultant.
11. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. Town has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an

independent contractor and not as officers, employees or agents of Town. This Agreement shall not be construed as an agreement for employment.

12. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. Town shall furnish to Consultant no facilities or equipment, unless the Town otherwise agrees in writing to provide the same.
13. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
14. **Consultant's Endorsement on PS&E/Other data.** The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
15. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
16. **Inspection.** Consultant shall provide the Town every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the Town. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.
17. **Progress Reports.** Upon the Town's request, Consultant shall provide, in a form acceptable to Town, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
18. **Confidentiality.** In the course of providing services for Town, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services or as otherwise authorized by the prior written consent of Town.
19. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement; it shall not knowingly employ any subconsultant or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of Town. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise Town and Town may, at its sole discretion, terminate this Agreement in accordance with Section 7.
20. **Consultant No Agent.** Except as Town may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an

agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.

21. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession in the geographical region in which the services are performed. All instruments of service of whatsoever nature, which Consultant delivers to Town pursuant to this Agreement, shall be prepared in a substantial, first-class and workmanlike manner and conform to the standards of Consultant's profession. Town shall have a royalty-free, non-exclusive, non-transferable, irrevocable and in perpetuity, limited license to use work product prepared by consultant for the sole benefit of the Town.
22. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of Town.
23. **Subconsultants.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services, except as outlined in Exhibit "A," without the prior written consent of Town. Any such subconsultants shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name Town as an additional insured.
24. **Compliance With All Laws; Prevailing Wage.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant shall, to the extent required by Labor Code section 1775, comply with State prevailing wage laws.
Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all the provisions of this article.
25. **Discrimination; DBE Compliance.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

STANDARD AGREEMENT FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subConsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If a DBEsubconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her withanother DBE subconsultant, if the goal is not otherwise met.
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultants and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar

amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Administrator.

6. DBE Certification and De-certification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

26. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate

transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Town: Town of Ross
P.O. Box 320
Ross, California 94957-0320
Telephone: (415) 453-1453
Facsimile: (415) 927-5090
Email: rbraulik@townofross.org

Town Contract Administrator: Rob Braulik, Town Manager

Consultant: Quincy Engineering, Inc.
11017 Cobblersrock Drive, Suite 100
Rancho Cordova CA 95670
Telephone: (916) 368-9181
Facsimile: (916) 368-1308
Email: alang@quincyeng.com

Quincy Engineering, Inc. Contract Administrator: Alan P. Glen,
Principal Engineer

27. **Ownership of Documents; Patent Rights.** Provided that Consultant has been paid for the Services, Consultant hereby grants to Town a royalty-free, non-exclusive, non-transferable, irrevocable and in perpetuity, limited license to use work product for the sole benefit of the Town, solely in connection with the project hereunder. Consequently, Town shall have the right to use the documents, maps, photographs, drawings, and specifications resulting from Consultant efforts on the project. Reuse of any such materials by Town on any extension of this project or any other project without the written authorization of Consultant shall be at Town's sole risk. Consultant shall have the right to retain copies of all such materials. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Service. However, the FHWA and State shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.

28. **Safety.**

A. The Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the Town Safety Officer and other Town representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the Town has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
 - C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
 - D. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
29. **Indemnification.** Consultants shall indemnify, defend with counsel acceptable to Town, and hold harmless Town and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature including personal injury, death, damage to real or personal property, arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct during the performance of the Services or Consultant's failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Town.
- Acceptance by Town of insurance certificates and endorsements required under this Agreement shall not relieve Consultant from Liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claim for damages whether or not such insurance policies have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
30. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B, attached hereto and incorporated herein by reference.
31. **Claims Filed by Town's Construction Contractor.**
- A. If claims are filed by the Town's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the Town's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
 - B. Consultant's personnel that the Town considers essential to assist in defending against construction contractor claims will be made available on reasonable

notice from the Town. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this agreement.

- C. Services of the Consultant's personnel in connection with the Town's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

32. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement. The agreement amendment will allow for mutually acceptable changes in the scope, character, or complexity of the work.

The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Town of Ross.

There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal (and in Item 26 of this agreement), which is a part of the contract without prior written approval by the Town of Ross.

33. **Litigation.** If litigation ensues between Town and a third-party which pertains to the Consultant's services hereunder, Consultant, upon request from Town, agrees to testify therein.
34. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
35. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the Town of Ross. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Marin, State of California.
36. **Non-Waiver.** The Town's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
37. **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.
38. **National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than

one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

39. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.
40. **Debarment and Suspension Certification.**
- A. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the Town.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
41. **Rebates, Kickbacks, or other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Town employee. For breach or violation of this warranty, Town shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
42. **Prohibition of Expending State or Federal Funds for Lobbying.**
- A. The Consultant certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or

federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

43. **Arbitration.**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Town's Contract Administrator and Town Manager, who may consider written or verbal information submitted by the Consultant.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Consultant may request review by the Town Council of the Town of Ross of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this contract.
- D. Any unresolved dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Marin County, CA, before one arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction.

Allocation of Fees and costs: the arbitrator shall, in the Award, award the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees and expert witnesses' fees to the prevailing party.

44. **Consultant's Books and Records.**

- A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Town for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. In addition, the Consultant shall make the records and documents available for inspection by the State of California, FHWA, or their duly authorized representatives. Copies of such documents shall be provided to the Town for inspection at Ross Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- D. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town and that the records and documents be maintained in Ross Town Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

45. **Audit Review Procedures.**

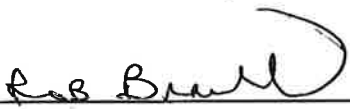
- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Town's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the Town's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the Town will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.


46. **Evaluation of Consultant.** The Consultant's performance will be evaluated by the Town. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.
47. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
48. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Consultant shall survive the termination of this Agreement.
49. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

TOWN OF ROSS


Town Manager

Approved as to Form:


Town Attorney

CONSULTANT

By 
John S. Quincy

President, Quincy Engineering, Inc.
Title

11017 Cobblersrock Drive, Suite 100
Address

<u>Rancho Cordova</u>	<u>CA</u>	<u>95670</u>
Town	State	Zip

68-0269312
Taxpayer I.D. Number

EXHIBIT A

SCOPE OF WORK, COST PROPOSAL, AND SCHEDULE



HBP Scope of Services

HBP Bridge Replacement - Detailed Scope of Work

- Winship Avenue Bridge (Bridge No. 27C0074)

Based on the information provided by the Town of San Anselmo and the Town of Ross in the Request for Proposal, and from our preliminary evaluation and assessment of the projects, the Quincy Engineering Team has established the following Scope of Work and Deliverables (SOW) with the specific tasks we believe are required for the project. This scope is specifically for the Town of Ross, Winship Avenue Bridge Replacement Project (Bridge No. 27C0074).

Note that this project is closely associated with bridge replacement projects (Center Boulevard, Madrone Avenue, Nokomis Avenue; and possibly Bridge Avenue and Sir Francis Drake Boulevard) being done by Quincy Engineering in the Town of San Anselmo along San Anselmo Creek within the Corte Madera Watershed. This scope of work has assumed some significant efficiency being realized by concurrent development of Hydraulic Studies, Traffic Studies, and public outreach components of the project as well as combined Team meetings. If this project is advanced ahead of the San Anselmo projects, it may require a contract amendment for the additional effort to complete these tasks without the benefit of being able to distribute the costs across several projects.

PHASE 1 - PRELIMINARY ENGINEERING- TYPE SELECTION AND ENVIRONMENTAL ASSESSMENT/IMPACT STUDIES

TASK 1 - PROJECT MANAGEMENT /MEETINGS

(Project Management Services and Meetings Cover Phase 1 and Phase 2)

Task 1.1 - Project Management

Quincy will perform Project Management tasks throughout all phases, which include coordination with the Town, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will develop, track, and lead the following project management tasks:

- Project Schedule
- Project Coordination with the County
- Tracking performance of others (environmental studies, Town/agency approvals, utilities, and R/W)
- teleconference meetings as necessary to effectively manage the project
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries

Task 1.2 - Project Meetings

Quincy will lead project meetings:

- A kick-off meeting will be held after the Notice to Proceed
- Project Status meetings at 30%, 60%, 90% and 100% steps (total of 4 meetings)
- Monthly meetings with the Town, note that this scope of work anticipates the efficiency of delivering all bridge

replacement projects cited above concurrently. In the event that the Town decides to advance the delivery of this project ahead of the San Anselmo projects, then additional hours would be needed for the budget.

Task 1 Deliverables

- Final Scope/Schedule
- Monthly Meeting Agendas and Minutes
- Schedule Updates
- Project Progress Reports

TASK 2 –SURVEYS AND MAPPING

Task 2.1 - Surveys and Mapping (Winship)

QEI will conduct topographic surveys and survey creek cross-sections. All surveys will be relative to state plane coordinates (NAD 83) and vertical datum (NAVD 88). Sufficient survey control will be placed at permanent locations to ensure preservation throughout the project.

QEI will conduct all necessary surveying to produce a 1"=20' topographic map, including features such as existing roadway, asphalt limits, existing bridge components, structures, fence lines, visible utility apparatuses, utility markings on the pavement, driveways, trees six (6) inches and larger, and any other pertinent information that will aid the project design team.

In addition to special areas of interest, the topographic survey will cover a 100-foot wide strip approximately 300



feet long measured along the proposed roadway alignment. The roadway coverage will be increased if additional area is QEI will survey cross-sections of the waterway at various locations for a hydraulic analysis. Cross-sections will be used as stream modeling data for determining water surface profiles in the Hydraulic Study. The waterway cross-sections will be surveyed at five locations, two upstream of the proposed alignment and three downstream as defined by the hydraulics engineer.

QEI assumes the field surveys for the Winship project site will be completed at the same time as some of the San Anselmo bridge surveying efforts to be most efficient. QEI will utilize research including record documents, title documents, and record maps to show right of way boundary lines and adjoiners on the survey base map. Field observations and measurements will be taken and boundary evidence will be observed. Based upon all evidence a boundary determination will be made.

Task 2.2- Boundary Surveys

In the event that there is inadequate record information or field boundary evidence, a boundary survey may be required. The boundary survey will be integrated into the survey base mapping and will include boundary lines necessary to prepare legal descriptions for up to four temporary construction easements (TCEs) and up to three fee takes. Right-of-way documentation and title reports will be provided by the Town and utilized to determine the existing right-of-way limits. This scope provides for up to 96 hours of effort to resolve boundary issues.

Task 2. Deliverables

- Topographic Surveys and Mapping
- Creek Cross Sections
- Utility Locations (Found and Company Provided)
- Boundary Surveys

TASK 3 - PRELIMINARY ENGINEERING

Kittleston and Associates (KAI) will provide the traffic study for the projects.

Task 3.1 - Existing Traffic Conditions Evaluation

The purpose of this task is to document the current traffic operations in the study area. The project includes the replacement of one bridge. Thus, the key study intersections are those adjacent to the replacement bridge. We anticipate the replacement bridge will be closed during the construction period, causing the current traffic flow to divert to the adjacent roadways. The intersections that will ultimately be included in the study

required for traffic handling plans or realignments.

will be decided through discussions with town staff. The team has prepared a draft list of the study intersections in order to create a preliminary budget estimate.

The team recommends using the level of service (LOS) methodology presented in the 2000 *Highway Capacity Manual* (HCM). While the 2010 HCM LOS methodology has been released for more than a year, the 2010 HCM evaluation software package is still not fully tested in the professional work environment. Therefore, Synchro software (HCM 2000 LOS methodology) is recommended over the 2010 HCM LOS methodology.

The draft study for the intersections around the replacement bridge where the traffic diversions would possibly occur during construction are as follows:

4 intersections– Replacement of the Winship Avenue Bridge

1. Sir Francis Drake Blvd & Winship Ave (North)
2. Sir Francis Drake Blvd & Barber Ave
3. Sir Francis Drake Blvd & Winship Ave (South)
4. Winship Ave & Barber Ave

The following tasks will be performed:

- Conduct turning movement counts at the study intersections presented above. The weekday AM and PM peak hour data will be collected for vehicles, bicycles, and pedestrians. Heavy vehicles proportion will be separated.
- Perform peak hour (weekday AM and PM) intersection LOS and queuing analysis for existing traffic conditions. Report the peak hour average control delay, LOS, and 95th percentile queue length for each approach by movement.
- Perform traffic signal warrant analysis (Warrant #3 only) at the unsignalized intersections based on the latest version of California Manual of Uniform Traffic Control Devices (CA-MUTCD).
- Identify existing operational deficiencies, if any, at the study intersection based on the town and County's LOS threshold criteria.

Task 3.2 - Traffic Diversion Analysis

All findings to be performed under Task 3.1 will be documented as the existing traffic conditions. This task will quantify the impact of the traffic that will be diverted to adjacent roadway intersections while the bridges are closed during construction periods. The proper traffic flow diversion would be estimated at the study intersections





based on the existing turning movement traffic counts obtained from town and county staff. Alternatively, KAI would predict the traffic diversion using the travel demand model. Given that the subject bridges serve local traffic, the benefits of using the travel demand model are not likely to be greater. Therefore, KAI recommends using the engineering judgment and existing traffic patterns/distribution to gauge extent and location of traffic diversion. The budget estimate for this task is based on one construction staging. If there would be multiple or concurrent construction schedules, the budget will need to be amended.

Task 3.2 - Traffic Diversion Analysis – Continued

The following tasks will be performed:

- Perform peak hour (weekday AM and PM) intersection LOS and queuing analysis for existing and roundabout control for existing traffic conditions. Report the peak hour average control delay, LOS, and 95th percentile queue length for each approach by movement.
- Perform traffic signal warrant analysis (Warrant #3 only) at the unsignalized intersections based on the latest version of CA-MUTCD.
- Identify existing operational deficiencies, if any, at the study intersection based on the town and county’s LOS threshold criteria.
- Identify low-cost and feasible improvements to alleviate temporary traffic operational deficiencies. Pedestrian and bicycle volumes will be accounted for to predict “realistic” and “multimodal” solutions at the study intersections.

Task 3.4 -Traffic Impact Memorandum Preparations

The draft traffic impact memorandum will be submitted for review. One set of the comments will be incorporated in the final traffic impact memorandum.

Task 3.5 - Preliminary Roadway Plans

Quincy will develop:

- A Basis of Design document to summarize project design criteria, checklists, and standards
- Information from field surveys, preparation of preliminary geotechnical data, and enough hydraulics analysis to determine RSP size
- Preliminary Plans- horizontal and vertical alignments and cross sections. It is anticipated that all locations will be replaced on current alignments except Center

Street. We anticipate up to 6 conceptual alternatives with 3 alignment/configuration alternatives being fully developed at Center Street.

- Develop conceptual traffic handling plan based upon findings from Tasks 3.1 to 3.4.
- Preliminary Cost Estimate for each alternative being developed

Task 3.6 – Right-of-Way Delineation

Quincy will establish preliminary property and right-of-way (R/W) requirements, including permanent and temporary easements for the bridge location. We have done a preliminary assessment and identify several other parcels that may require fee takes and temporary construction easements.

The following chart summarizes the anticipated number of Fee Takes and Temporary Construction Easements:

Bridge Name	Fee Takes	Temporary Construction Easements	Comments
Winship Avenue Bridge	Up to 3	Up to 4	R/W not wide enough for proposed bridge, need TCE’s for conforms

Task 3.7 - Lighting Assessment

KAI will evaluate each location to determine if additional street lighting is needed to be included in the design.

Task 3.7.1 - Lighting Evaluation - Winship Avenue Bridge

KAI will inventory existing lighting at bridge and roadway approaches for a distance up to 200 feet from the limit of proposed permanent improvements and conduct a photometric analysis. Lighting evaluations will be conducted at the Winship Boulevard bridge location. Existing lighting levels will be evaluated and recommendations for adjusting lighting levels based on Town criteria, if any, will be provided in a technical memorandum.

Task 3.8 Prepare Lighting PS&E

For the selected project alternative, KAI will prepare design plans, draft specifications, and draft opinion of probable cost for submittals at the 60%, 90%, and 100% level of completeness for the Lighting Plans.

Task 3 Deliverables

- Traffic Counts at Each Study Intersection
- Existing Traffic Conditions Memo
- Traffic Diversion Analysis for Closed Streets





- *Traffic Impact Memorandum (Draft and Final)*
- *Basis of Design*
- *Preliminary Plans –Horizontal and Vertical Alignments and Cross Sections for Up to 2 Alternatives*
- *Conceptual Traffic Handling Plan*
- *Preliminary Costs Estimate for Each Alternative*

TASK 4 – HYDROLOGY & HYDRAULICS ANALYSIS & REPORTS

Stetson Engineers will be providing the hydraulic analysis for the project and geomorphDESIGN will support Stetson with the Geomorphological Analysis. Note that this scope of work assumes it is done concurrent with the San Anselmo Bridge Replacements to realize the most cost effective delivery and charges for this effort will be distributed between several projects. If this project is accelerated, a contract amendment may be required for the additional effort.

Task 4.1- Stream Hydrologic and Hydraulic Analysis

Stetson will utilize its HEC-HMS hydrologic and HEC-RAS hydraulic models that were developed previously by Stetson (since 2003) to conduct hydrologic and hydraulic analyses needed to support the bridge/site design work by the team. These analyses along with findings and recommendations will be described and documented in a comprehensive Hydrology and Bridge Hydraulics Report. Stetson will conduct necessary HEC-HMS hydrologic and HEC-RAS hydraulic modeling to support the bridge/site design.

Task 4.2 – Preliminary Design Support

Stetson will confer with San Anselmo, Flood Zone 9, Ross, and FEMA to formulate appropriate hydraulic design objectives for flood discharge and target water surface elevation profile. The design objective may consider limiting the allowable rise in water surface resulting from the bridge replacement during the design flood (e.g., 100-year discharge) anywhere along the creek or adjoining floodplain, both upstream and downstream from the bridges, compared to the modeled existing water surface (i.e., with the existing bridges in place). The limitation may range from an absolute zero rise (i.e., “no rise”) to some insignificant, or “de minimis,” rise. These design objectives will account for the effect of foreseeable future conditions related to the Ross Valley Flood Program or other programs by local agencies (e.g., detention basins, other bridge replacements and creek improvements) that could

affect creek hydraulics. Stetson will formulate up to three foreseeable future condition scenarios and prepare HEC-RAS model simulations of those scenarios to arrive at the hydraulic design objectives in consultation with San Anselmo, FZ9, Ross, and FEMA. One of the three scenarios to be analyzed will be FZ9’s adopted “10-year Workplan.” The “10-year Workplan,” a subset of the overall Ross Valley Flood Program comprised of its highest priority projects, may be viewed as the suite of flood control projects that are “foreseeable” in the context of CEQA. The bridge replacements are part of the 10-year Workplan.

Stetson will coordinate with Quincy for the site survey to ensure that appropriate survey data are collected to support the modeling analysis. Stetson will integrate the site survey data into the HEC-RAS hydraulic model and make other model refinements needed to represent the hydraulics of the bridge sites in the model simulations.

Task 4.3 – Geomorphological Analysis

For informing the bridge replacement task of this project, geomorphDESIGN will update and more precisely document the 2009-2011 geomorphic assessment -- for the reach of San Anselmo Creek from near Calumet road extended (former bridge crossing upstream from Nokomis Avenue Bridge) to the Sir Francis Drake Blvd Bridge downstream from Winship Avenue.

Special emphasis will be given to updating the geomorphic assessment in the direct vicinity of Nokomis, Madrone, Center, upstream Sir Francis Drake and Winship Bridges for revising and detailing the conceptual bridge replacement and integrated reach-scale measures geomorphDESIGN developed with Stetson Engineers for the CIP. This way the field assessment work will be focused on both developing the geomorphic permitting rationale and a suitable preliminary plan for replacement bridge configuration as well as associated in-channel improvements necessary immediately upstream and downstream from the replacement bridges (“Plan 1”, see below). The field assessment work will also be conducted toward the objective of underpinning a single comprehensive “Geomorphic Assessment Report” for the entire study reach suitable for supporting and reflecting project design, alternatives analysis, and associated NEPA/CEQA permitting..

geomorphDESIGN will then coordinate with Stetson Engineers and Quincy Engineering for developing bridge replacement designs. During the design iteration phase, geomorphDESIGN will conduct hydraulic design-modeling procedure with steady state HEC-RAS files provided by Stetson Engineers to advise the Project Team for





configuring the individual bridge placement design alternatives:

- for achieving freeboard for the design discharge, where feasible;
- for avoiding, minimizing, and mitigating potential impacts to bank stability and aquatic and riparian habitat upstream and downstream from the project footprints;
- according to geomorphic based predictions of resulting gravel bar movement and elevation changes as may impact reach-scale flood flow capacity and flood flow capacity within individual structures upstream and downstream (according to basic geomorphic reasoning – sediment transport modeling not included);
- for including, as necessary, abutment and pier configurations designed to create high velocity currents that will minimize potential for adverse gravel bar (i.e., sedimentation) impacts (according to basic geomorphic/hydraulic reasoning – 2-D modeling not included);
- for overall consistency with the reach-scale CIP objectives, including considerations for implementing individual or groups of projects out of the CIP-recommended sequence (in addition to hydraulic modeling of alternatives by Stetson Engineers);
- etc.

Design Iteration Process:

1. Stetson Engineers will develop Hydraulic Design Conditions for project design iteration process representing: Existing Conditions; Near-Term Interim Conditions; and Foreseeable Future Conditions.
2. Quincy Engineering will develop Preliminary Design Criteria for each of the bridge replacement project sites, including likely bridge deck type and deck dimensions, maximum practical span, maximum practical finished top of deck elevations, railing types and dimensions, etc.
3. geomorphDESIGN will use design-modeling and field geomorphic assessment to develop an initial plan (“Plan 1”) for the bridge replacement project including bridge type, deck and railing type and dimensions, abutment locations and configuration, low-chord elevations, and associated channel improvements necessary immediately upstream and downstream from each bridge for smoothly conforming to existing grades and mitigating potential bank erosion effects. geomorphDESIGN will provide “Plan 1” to Quincy Engineering and engage in a design iteration,

assisted by Stetson Engineers as necessary, to arrive at a design configuration better meeting multiple design objectives, some of which will be in conflict (e.g., setting the top of deck high enough to provide freeboard without compromising traffic safety such as line of sight objectives). Plans resulting from each design iteration will be termed “Plan 2”, “Plan 3”, etc.

Assumption 1: As many as three (3) design iterations will be required to arrive at a coordinated plan demonstrated to meet the hydraulic, structural, transportation, and other design objectives at each of the sites.

4. Stetson Engineers will use hydraulic modeling to evaluate the cumulative effects of “Plan 3”(or later generation plan if a contract amendment allows more than 3 design iterations) to determine the plan effects on downstream water surface elevations requiring mitigation by the project.

5. geomorphDESIGN will use design-modeling to develop a Plan – “Plan 3-MIT” – that incorporates additional channel modifications or other measures needed within or away from the bridge replacement project footprints to mitigate the potential project effects on downstream water surface elevations (rise).

Assumption 2. geomorphDESIGN has allocated a total of 120 hrs for hydraulic design-modeling procedure for all four HBP sites.

geomorphDESIGN will also provide Stetson Engineers field geomorphic basis in work meeting discussion and written narrative format for constraining scour depth and long-term bed elevation decline estimates to accompany standard analytical scour evaluations developed for meeting requirements of the Location Hydraulic Study Reports.

geomorphDESIGN will prepare 30% and 65% Plans and Specifications for creek bed and bank modifications, stabilization, and planting, within, and immediately upstream and downstream from the bridge ROWs (“Plan 3”) and for similar channel modifications incorporated in “Plan 3-MIT”. The design plans will be consistent with the designs ultimately adopted by the Project Team in coordination with the Town and other stakeholders. The plans are expected to focus on areas immediately upstream and downstream from the replacement bridge abutments, within the ROW, and extending farther



upstream and downstream from the ROW as necessary to meet Project objectives and conform with CIP according to phasing considerations. The plan measures will be consistent with CIP objectives and be adaptable with CIP measures anticipated to be implemented immediately upstream and downstream at a later date.

The plans will emphasize state-of-the-art planting intensive techniques (i.e., biotechnical or bioengineering) for minimizing impacts on habitat and maximizing self-mitigation contained within the project footprint. The plans will use biotechnical techniques as far as practically feasible for meeting expectations of the environmental agencies (consistent with Alternatives Analysis required by CEQA), and so incorporate as much self-mitigating measures within the projects as is practically feasible. The Plan Sets will be prepared in AutoCAD Civil 3D and provided to the Project Team's Bridge Designer for incorporation in the larger 65% and later generation Plan Sets. If applicable, geomorphDESIGN will also provide additional design details and special specifications to the Bridge Designer for aquatic habitat enhancement components incorporated within the abutment areas for the 65% and later generation sets, and advise the Bridge Designer as necessary in adapting specific components of the bridge design to meet geomorphic and habitat objectives.

Assumption 3. The total number and size of sites requiring bed elevation lowering and biotechnical bank stabilization design plans and specifications at each of the bridge replacement site will be determined during the design-modeling iteration process described above. As many as four biotechnical sites will be developed at each bridge replacement project site (both banks, both upstream and downstream from the bridge). Some number of other additional channel modification sites may be incorporated into the project for mitigating downstream water surface elevation rise. geomorphDESIGN provides a budget assuming that the total grading limits surface area of all of the sites developed by the project design iteration process requiring plans and specifications will not exceed 4,000 square feet.

geomorphDESIGN will contribute sections of narrative re. reach-scale geomorphologic processes, and Alternatives Analysis of the selected bridge configuration and associated bed and bank modifications and erosion

protection and stabilization designs, as required for environmental permit applications prepared by others on the Project Team. geomorphDESIGN has allocated a total of 32 labor hours to narrative preparation re. the four HBP sites.

NOTE: THE SEPARATE COST ESTIMATES PROVIDED FOR THE 4 HBP SITES (3 IN SAN ANSELMO AND 1 IN ROSS) ASSUMES THE WORK WILL BE COMPLETED CONCURRENTLY FOR EFFICIENCY AND RESULTING COST MINIMIZATION.

geomorphDESIGN will also provide Stetson Engineers field geomorphic basis in discussion and narrative section format for constraining scour depth and long-term bed elevation decline estimates to accompany scour evaluations developed for the Location Hydraulic Study Reports.

Task 4.4 -- Geomorphological Report

Geomorph DESIGN will prepare one report covering entire project reach documenting the updated detailed geomorphic assessment of bed and bank conditions of San Anselmo Creek from near Calumet Road extended (upstream from Nokomis) to near downstream Sir Francis Drake Blvd (downstream from Winship). The report will include ground photos and ground photo-comparisons, graphically annotate ground photos, etc. The report will emphasize the direct vicinities of the bridge replacement project sites and describe recommended avoidance, minimization, and mitigation measures consistent with the project designs adopted by the Project Team in coordination with the Town and Stakeholders, which are pre-confirmed by regulatory agency personnel to be sufficient for environmental permitting. The report will contain substantiating technical exhibits and narrative materials for excerpting in Project Description and Alternatives Analysis documents.

Task 4.5 -- Hydrology and Bridge Hydraulics Report

Stetson will prepare a Hydrology and Bridge Hydraulics Report for the replacement bridges. 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 4.6 - Location Hydraulic Study Report

Stetson will prepare a Location Hydraulic Study Report for the replacement bridges. 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 4.7 - Bridge Scour Analysis and Countermeasure Design

Stetson will perform a bridge scour analysis using HEC-RAS to determine the scour potential for the replacement bridges. Stetson will coordinate with geomorphDESIGN and make design recommendations on the need for scour countermeasures at all bridge sites. The scour analysis will be documented and included in the Hydrology and Bridge Hydraulics Report.

Task 4.8 - Technical Support to Environmental Assessment/Impact Studies

Stetson will provide technical information to ESA for their preparation of the environmental review and regulatory permitting documents. To prepare these documents, ESA will draw most of their technical information from Stetson's Hydrology and Bridge Hydraulics Report, as covered under Task 2. Stetson will perform additional work as described in this section to augment the Hydrology and Bridge Hydraulics Report as needed to support the environmental review and regulatory permitting process.

The bridge replacements could have potentially significant environmental effects in two ways: By replacing bridges that currently obstruct flood flows with new bridges having larger openings, the replacement bridges would allow higher flows to remain in the channel thereby (1) potentially exposing downstream properties adjoining the channel to increased flood damage risk and (2) raising the water level of the base flood along the regulatory floodway established by FEMA. These potentially significant environmental effects could result from an individual bridge replacement or from the cumulative effect of all bridge replacements and other foreseeable future projects related to the Ross Valley Flood Program or other programs to be implemented by local agencies (e.g., detention basins, other bridge replacements and creek improvements.). In this regard, Stetson will analyze the individual effect of the bridge replacements and the cumulative effects of the foreseeable future condition scenario that will be determined in an earlier task in consultation with San Anselmo, FZ9, Ross, and FEMA.

Specifically, Stetson will perform the following additional work to augment the Hydrology and Bridge Hydraulics Report as needed to support the environmental review

and regulatory permitting process. First, Stetson will conduct hydraulic modeling analysis to quantify and evaluate the effects of the bridge replacements, when designed to avoid or minimize obstruction of flow up to the 100-year discharge, on water surface elevations and flooding in Ross Valley. The hydraulic analysis will involve 2-dimensional, unsteady hydraulic modeling to account for the effects of reduced floodplain attenuation that could arise from avoiding obstruction of flow. Two model simulations will be prepared to analyze these effects: (1) one simulation will analyze the bridge replacements; (2) one simulation will analyze the effects of the bridge replacements in combination with other "foreseeable" projects. The purpose of this analysis is to provide quantifiable information upon which ESA can evaluate whether the effects of the bridge replacements, either individually or cumulatively with the other "foreseeable" projects, are potentially significant in the context of CEQA. Stetson will document the analysis in a technical memorandum.

If ESA finds the effects potentially significant, then measures to mitigate these effects may be necessary. Possible mitigation measures may include, but may not necessarily be limited to, floodwalls, channel modifications, building modifications, or other in- or near-channel features that protect exposed properties adjacent to the creek. These mitigation measures will be developed by geomorphDESIGN as described in Task X. Stetson will consult with geomorphDESIGN and will document development of these measures, if any, in the Hydrology and Bridge Hydraulics Report, as covered under Task 2.

In addition, if the hydraulic modeling analysis confirms that the replacement bridges would cause a rise in the base flood water level, then a Letter of Map Revision (LOMR) would be required under FEMA's floodplain regulations. The purpose of the LOMR would be to modify the FEMA Flood Insurance Rate Map (FIRM) to reflect the new special flood hazard area and associated base flood elevations and floodway that would result from the bridge replacements. Stetson will prepare up to two HEC-RAS model simulations to prepare a preliminary revised FIRM. The purpose of the preliminary revised FIRM will be to support consultations with FEMA regarding specific requirements that FEMA will impose on an application for a Conditional Letter of Map Revision (CLOMR). A CLOMR assures FEMA's issuance of a LOMR provided the bridge replacements are built as proposed in the CLOMR. Stetson will document the HEC-RAS model simulations and preliminary revisions to the FIRM. Stetson will attend up to two meetings with FEMA



to present the modeling and preliminary revised FIRM and discuss FEMA's requirements for an application for CLOMR. Preparation of the CLOMR is not included in this scope and would be covered under a future contract modification once FEMA's requirements are known.

Stetson will conduct hydrologic and hydraulic analysis needed to support ESA's assessment of the effects, if any, of the bridge replacements on fish passage. The analysis will conform to fish passage evaluation criteria adopted by DFG and NMFS. Stetson will document the analysis in a technical memorandum. geomorphDESIGN will provide environmental support for the preparation of environmental documents and permits including adapting and interpreting the geomorphology assessment report and other project materials to prepare narrative sections and exhibits for Project Description, Alternatives Analysis, Impacts Analysis, and Recommended Avoidance, Minimization, and Mitigation Measures, etc.

Task 4 Deliverables- Note these deliverables are assuming efficiencies stated above

- *Hydrology and Bridge Hydraulics Report (Draft and Final)*
- *Location Hydraulic Study Report*
- *Summary Floodplain Encroachment Form*
- *Bridge Scour Analysis and Countermeasure Design*
- *Geomorphological Report (Draft and Final)*
- *Hydraulic Technical Support for the Environmental Assessment and Permits*

TASK 5 - GEOTECHNICAL INVESTIGATIONS & REPORTS

Miller Pacific Engineering Group (MPE) will provide geotechnical services for the project. For the bridge slated for replacement, geotechnical services will include subsurface exploration with two borings (one near each abutment) drilled with truck mounted augered equipment to estimated depths of about 50 feet or at least 10 feet into bedrock. Prior to drilling, we will notify USA to mark utilities and obtain drilling permits from Marin County. We will obtain encroachment permits from the Town of Ross, but anticipate those permit fees will be waived. No exploratory borings are currently planned within the creek. If required, we will need to modify our scope and fee estimate.

During the drilling, MPE will log the pavement section, soil and bedrock conditions encountered, obtain representative samples for laboratory testing, record

ground water levels and backfill the borings upon completion. Laboratory testing will include moisture density, strength, R-value, corrosion and other pertinent tests. Miller Pacific will develop geotechnical recommendations and design criteria for a couple foundation options, site grading, retaining wall lateral pressures, material qualities, backfill methods, and pavement section compaction. 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 prepare a preliminary Geotechnical Design Report, Foundations Report and Materials Report (if required) in Caltrans-format with boring logs, our laboratory test data and recommendations for the items described above. Individual reports will be prepared for each bridge site. During design, Miller Pacific will meet and consult with design team to provide geotechnical input and consultation regarding foundation and site grading options best suited for the geologic site conditions. As project plans advance to completion for all 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 5 Deliverables

- *Preliminary Geotechnical Report*
- *Geotechnical Design Report (Draft and Final)*
- *Foundation Report (Draft and Final)*
- *Materials Report, if needed*

TASK 6 - UTILITY COORDINATION

Quincy will work with each utility company to locate each utility and identify utility conflicts. With each alternative Quincy will:

- **Utility Identification** - Utility A letters will be sent to each utility in the project area and existing utility facilities will be shown on the project base mapping.
- **Utility Conflicts Exhibit**- Existing utilities will be evaluated for conflict with proposed construction. These exhibits will be provided to the Utility Companies as part of the Utility B letters process.
- **Coordination** - Coordinate all aspects of project utility impacts with the utility companies and keep the Town apprised of progress. Maintain a utility progress log.





- **ROI & NTO** –Prepare Caltrans Reports of Investigations (ROI) and Notice to Owner (NTO) documentation if needed.

Task 6 Deliverables

- "A" Letters sent to Utilities
- Utility Conflict Maps
- "B" Letters sent to Utilities to verify Located Utilities
- Coordination with Utilities and Tracking Log
- Reports of Investigation and Notice to Owners for Relocations

TASK 7 - ENVIRONMENTAL CLEARANCE & PERMIT APPLICATIONS

ESA and Garcia Associates (GANDA) will provide environmental studies and permits for the project. ESA assumes that the final scope of appropriate environmental clearance documents and technical studies will be confirmed with Caltrans District 4 staff.

Task 7.1 - Initiate Preliminary Environmental Study, Complete Project Description, and Conduct Early Coordination / Field Review Meeting (ESA and Garcia Associates)

Using preliminary environmental site data, ESA will prepare and submit a draft Preliminary Environmental Study (PES) form and APE (Footprint Map) map to the Town and Caltrans.

Our scope assumes that two project team meetings or field reviews along with two public meetings or Town Council meetings will be necessary.

Task 7.2.1 - Prepare and Submit Environmental Technical Studies

Key Assumptions

This scope of work has been prepared with the following assumptions:

- ⇒ The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species. If deemed necessary, ESA is qualified and available to provide those services upon request by the Town.

ESA will prepare an administrative draft of each technical study/memorandum. The PES and investigative efforts in Task 7.1 will be the basis of determining what studies will be required. Based on our initial review of the project, we will prepare the following studies for the project:

Natural Environment Study Report, Biological Assessment and Wetland Delineation (Garcia and Associates)
Several technical reports will be required for the proposed project. These reports include a Natural Environment Study (NES), Biological Assessment (BA), and Wetland Delineation, and will be used both for the CEQA/NEPA document and to support permitting activities. Based on the results of preliminary database searches (CNDDDB, USFWS, and CNPS) and aerial/GIS analysis, the following special-status animal species are either known to occur or have the potential to occur in the project site and/or vicinity:

- Steelhead Central Coast DPS, (*Oncorhynchus mykiss*), federally listed as Threatened.
- Hoary Bat, (*Lasiurus cinereus*), California species of Special Concern.
- Pallid Bat, (*Antrozous pallidus*), California species of Special Concern.
- Western Pond Turtle, (*Emys marmorata*), California species of Special Concern.

Water Quality Assessment Report (ESA)

Potential impacts to water quality will be evaluated in a Water Quality Assessment Report (WQAR) and will follow the latest Caltrans SER guidance.

Archaeological Survey Report (Garcia and Associates), Historic Property Survey Report (ESA), and Historic Resource Evaluation Report (ESA)

Key Assumptions

This scope of work has been prepared with the following assumptions:

- ⇒ The ESA team will prepare a cost estimate based upon anticipated number of resources within the APE and will need to revise the estimate if the APE is expanded or additional resources require evaluation. ESA will record up to three resources (archaeological sites, bridge, built environment) or isolates over 50 years of age on DPR 523 forms.
- ⇒ The cultural resources assessment work presented herein does not include any archaeological Extended Phase I or Phase II work to formally evaluate National Register significance for any site.
- ⇒ ESA assumes that no potentially historic architectural resources (in addition to the bridge) would be located within the APE or affected by the proposed project. In the event that the APE is altered to include historical architectural resources, an optional task could be



implemented to analyze and evaluate such resource, and determine the potential impacts of the proposed project on the site, as well as potential mitigation options to avoid or lessen impacts.

These reports include an Archaeological Survey Report (ASR), Historic Properties Survey Report (HPSR), and a Historic Resource Evaluation Report (HRER).

- **Background Research.** Pre-field investigations will begin with a record search at the California Historical Resources Information System (CHRIS) at the Northwest Information Center at Sonoma State University
- **Pedestrian Survey.** Archaeological field work would entail intensive pedestrian survey of the APE. Cultural resources staff will document all historic properties on appropriate Department of Parks and Recreation (DPR) 523 forms.
- **Documentation.** Garcia and Associates staff will review findings from the background research, conduct the archaeological survey, and prepare the ASR. This work will be completed by staff that meets Secretary of the Interior standards for archaeology.

Noise Memorandum (ESA)

Construction activities may generate temporary noise impacts to surrounding land uses. A noise memorandum consistent with Caltrans guidelines will be prepared and submitted for review by Caltrans District 4 environmental staff. In preparing the noise memorandum, a noise specialist will visit the project site and identify the location of surrounding land uses in comparison to the project site.

Task 7.2.2 - Other Technical Studies/Memorandums

Given our experience with similar projects, the following studies/memorandums may also be required and are included in the base budget.

Other Studies / Memorandums (Included in base budget)

- Visual Impact Assessment (minor level)
- Community Impact Assessment

These are 'optional' additional tasks that we suspect will not be needed but are presented to illustrate some other potential work that may be involved in the project.

Optional Studies / Memorandums (Not included in base budget)

- Additional Resource (archaeological sites, built

environment resources)

- Historic Resource Evaluations (based on final APE)

Task 7.3 - Prepare Initial Study/Mitigated Negative Declaration (ESA)

ESA will prepare the Initial Study/Mitigated Negative Declaration (IS/MND) (including all necessary versions – administrative draft, draft, and final IS/MND) to comply with CEQA for the project. It is the goal of the IS/MND to support adoption of a MND by the Town. The draft IS/MND will include:

- **Project Description.**
- **Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures.**
- **Comments and Coordination.**
- **List of Preparers.**

As indicated in Task 7.2, technical studies/memorandums will be prepared to support the conclusions of the IS/MND.

To ensure that the final product is acceptable to the Town and Caltrans, an outline of the document will be submitted to the project team for review before document preparation begins. ESA will make the needed corrections and then prepare and submit public notices in the local newspaper and other applicable or typical publications for the 30-day public comment period.

At the conclusion of the 30-day public comment period, we will meet with the project development team to discuss the comments received and the preparation of the final document. CEQA does not require preparation of a "final mitigated negative declaration" but the Town must consider the comments received and any substantial environmental issues raised before adopting the MND. Comments and responses will be included in Chapter 3 of the Final IS/MND. Minor changes made as a result of comments received will be made to the document. Depending on the volume and nature of the comments, the hours allocated and budget may be reassessed at that time. This scope of work assumes that all substantial environmental comments can be adequately responded to without performing additional analyses. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.





Task 7.4 - Prepare and Submit Regulatory Permits (ESA)

Key Assumptions

ESA’s cost estimate to prepare and submit the various permit applications does not include the associated permit fee. ESA assumes that the Town will be responsible for providing these associated application fees.

We anticipate that the project will require several environmental permits, including a Streambed Alteration Agreement from the California Department of Fish and Game (CDFG), a Section 404 permit from the Corps, and a Section 401 certification or waiver from the California Regional Water Quality Control Board (RWQCB). As discussed above, consultation under Section 7 of the Endangered Species Act may be required for impacts to federally listed species identified in the BA. For each permit, ESA will prepare and submit an application to the appropriate regulatory agency.

Task 7 Deliverables

- Purpose and Need Statement
- PES Form and Field Review/Field Visit
- Natural Environment Study (Draft and Final)
- Biological Assessment (Draft and Final)
- Wetland Delineation (Draft and Final)
- Water Quality Assessment Report (Draft and Final)
- ASR, HPSR, HRER (Draft and Final)
- Noise Memorandum (Draft and Final)
- Administrative Draft IS/MND (2 copies)
- Screen Check Draft IS/MND (2 copies)
- Public Draft IS/MND (30 copies plus one electronic)
- Administrative Final IS/MND and Mitigation and Monitoring Program (3 copies)
- Final IS/MND and Mitigation and Monitoring Program (25 copies plus one electronic)
- Notice of Completion with 15 copies of Draft IS/MND to State Clearinghouse
- ACOE Nationwide #14 Permit Application

TASK 8 – RIGHT OF WAY ENGINEERING

Quincy will prepare R/W exhibits including plats and legal descriptions for each R/W take needed to deliver the projects. The following chart summarizes the anticipated number of Fee Takes and Temporary Construction Easements based upon a preliminary review of the proposed bridges and existing property lines:

Bridge Name	Fee Takes	Temporary Construction Easements	Comments
Winship Avenue Bridge	Up to 3	Up to 4	R/W not wide enough for proposed bridge, need TCE’s for conforms

The final number of parcels will not be known until more design work is completed and boundary lines are known.

Task 8 Deliverables

- R/W Exhibit showing all R/W takes and Easements
- R/W Parcels Fee Takes and TCE Plats and Legal Descriptions (# to be determined, estimated based upon chart shown)

TASK 9 – PUBLIC OUTREACH

MIG will meet with the Project Team to discuss scope, schedule, budget, roles and responsibilities, coordination, and logistical issues in order to tailor and refine the community outreach process. These meetings will provide an opportunity to discuss desired outcomes for the process; review draft workshop content and stakeholder interview questions; and set preliminary guidelines for the public workshop process. **Note this scope of work assumes that it is done concurrently with the San Anselmo Bridge project to realize the maximum efficiency in delivering this public outreach program.**

Task 9.1.1 - Phase 1 Public Outreach Strategy: Preliminary Engineering.

Working with the Project Team, Towns of San Anselmo and Ross, and Caltrans, MIG will develop a public outreach strategy to guide the first phase of the bridge engineering and design. The Phase 1 Outreach Strategy will identify key stakeholders, interested community groups, target audiences, and effective outreach approaches and will propose a series of outreach activities to engage these stakeholders in project conversations.

Task 9.1.2 - Phase 1 Community Workshops

MIG will plan and conduct a two-hour-long community workshop for the Winship Avenue bridges—to engage the public in conversations about the preliminary engineering and design of the bridge. This workshop will also present relevant background information on the planning process





and will provide an opportunity for the community to interact, discuss, and provide input on the project.

Task 9.1.3 - Phase 1 Stakeholder Interviews.

To collect community feedback on bridge engineering and design and to understand perspectives of key stakeholders, MIG will conduct a series of two (2) stakeholder interviews.

Task 9.1.4 - Phase 1 Community Presentation.

MIG will develop and host a community presentation on the bridge project summarizing Phase 1 input and clearly outlining next steps in the process for community members and other stakeholders. MIG will work with the Town and the Project Team to identify an appropriate time and place for the two-hour Community Presentation.

Task 9.1.5 - Phase 1 Town Council Presentation.

MIG will also prepare a detailed presentation to the Town Council summarizing Phase 1 outreach activities and results to ensure that elected officials are up-to-date on key findings and community concerns and preferences. This presentation will be provided to the Town in Microsoft PowerPoint format for additional use in other contexts.

Task 9.1.6 - Phase 1 Public Outreach Report.

MIG will provide a full report on Phase 1 outreach methodology, strategies, activities, and findings to document the public engagement process and provide key information moving into the bridge design phase. The report will be provided electronically in Adobe PDF format.

Task 9 Deliverables:

- Public Outreach Strategy
- Community Workshop
- Stakeholder interviews (up to 2)
- Community Presentation
- Town Council Presentation
- Public Outreach Report

TASK 10– PROJECT SUMMARY TECHNICAL MEMORANDUM

Quincy will develop a Technical Memorandum to summarize findings of the completed preliminary engineering work. The memorandum will be presented to and discussed with the Town in draft form. The report will include all details necessary for the Town to make a decision the selection of each project preferred alternative including preliminary layouts and bridge general plan (30% design), and cost estimates along with a summary of the environmental and

right of way impacts. All comments will be addressed and incorporated into the final memorandum. The approved report will become the basis for the project’s final design. In summary, the report will include the following:

- ✓ Site visit (field investigation) notes
- ✓ Design Hydraulic Study
- ✓ Preliminary Geotechnical Report
- ✓ Preliminary right-of-way information
- ✓ Utility relocation/protection information
- ✓ Preliminary construction staging & detour requirements
- ✓ Preliminary alignment drawings
- ✓ Bridge APS drawings
- ✓ Bridge Type Selection Report
- ✓ APS discussion and evaluation
- ✓ Summary of environmental studies
- ✓ Construction cost estimate for each alternative
- ✓ Alignment and bridge type selection recommendation
- ✓ Schedule to complete final design & construction
- ✓ 35% Plans of the preferred alternative

Task 10 Deliverables

- Project Summary Technical Report
- Bridge Type Selection Report (2 Bridge Types)
- 35% Plans for Alternatives

TASK 11– CALTRANS LOCAL ASSISTANCE COORDINATION

Quincy will assist the Town in preparation of the funding authorization requests (RFA’s) at each stage of the project. Quincy will prepare the PS&E Certification, R/W Certification and other documents required to advertise, award and initiate construction of each project. In addition, Quincy will assist the Town in preparing monthly invoices for submittal to Caltrans for reimbursement of expenses. Quincy will also prepare and manage an expenditure plan that provides the Town with monthly cash flow expectations between the Consultant and Town.

Task 11 Deliverables

- Monthly Invoicing for Town to Caltrans
- Requests for Authorization for next phase or adjustments
- PS&E Certification
- Expenditure Plan for Town’s Cash Flow Projection



**PHASE 2 - FINAL DESIGN, ENGINEERING,
PREPARATION OF FINAL PLANS, SPECIFICATIONS
AND ESTIMATE FOR BRIDGE REPLACEMENTS**

TASK 12 – PLANS, SPECIFICATIONS & ESTIMATES

Task 12.1 – 65% Plans (Unchecked Details) Design & Submittal

Quincy will develop:

Bridge Design: The final bridge designs will be performed in accordance with Caltrans Bridge Design Specifications and other Caltrans design manuals. Design will be based on the “Load Resistance Factor Design” method. Seismic design will be performed in accordance with the Caltrans *Seismic Design Criteria, Version 1.7, (2013)*.

Approach Roadway Design: Any approach roadway design will be completed in accordance with Town Standards, AASHTO’s “*A Policy on Geometric Design of Highways and Streets*”, Caltrans *Highway Design Manual*, and Caltrans *Standard Specifications*. We do not anticipate significant approach work for Winship Avenue. Best Management Practices will be incorporated into the project design to reduce the impacts to environmentally sensitive areas within the project limits.

Anticipated Plans Sheets: Based on current standards, the plan sheets will be prepared in English using the Town’s (or Caltrans) drafting standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Typically, the plans,

specifications, and estimate (PS&E) will contain the following plan sheets for a simple span concrete slab structures (the number of sheets will vary depending on the site and the final structure type). See Figure 2 on the following page.

Geomorphology Design Services: geomorphDESIGN will provide the following design services:

1. **30% Plans and Specifications** for bed and bank improvements within, upstream, and downstream from ROW (1 set per bridge replacement project site, up to 4 sites or areas per set, plus additional mitigation area sites, not exceeding 4,000 sq ft grading limits in total).
2. **65% Plans and Specifications** for bed and bank improvements within, upstream, and downstream from ROW (1 set per bridge replacement project site, up to 4 sites or areas per set, plus additional mitigation area sites, not exceeding 4,000 sq ft grading limits in total).

65% Plans Submittal: Plan sheets will be prepared in AutoCAD 2010 or later according to the Town’s and Caltrans’ drafting standards and consistent with current Caltrans’ Standard Plans. The scope assumes that each bridge replacement project will require a separate PS&E package.



Figure 2

Roadway Sheets	Winship Avenue
Title Sheet & Location Map	1
Typical Cross Section	1
Layout/Profile Sheets	1
Drainage Layouts	1
Construction Signs & Traffic Handling/Detour Plan Sheet	2
Construction Details	2
Drainage Details	2
Quantities Sheet	1
Signing and Striping	1
Lighting Plans	
SWPPP and Erosion Control	1
Roadway Cross-Sections	2
Total Roadway Plans	15
Bridge Plans	Single Span CIP Post Tensioned Slab
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	1
Pier Layout / Details	
Superstructure Details	1
Bridge Typical Section	1
Barrier Details	1
Log of Test Borings Sheets	1
Total Bridge Plans	10
Total Plans	25

Task 12.2 - Independent Design Check

Quincy will provide an independent design and details check of all bridge plans, roadway plans, and element designs. The check will be performed by a licensed engineer that has not previously worked on the project. Both design and design check calculations will be provided.

Task 12.3 - Specifications

Quincy will develop the technical project special provisions based on the latest Caltrans Standard Special Provisions (SSP). Quincy will attach the Town provided boilerplate Special Provisions (CSP).

Task 12.4 - Construction Quantities & Estimate

Quincy will develop construction quantities and the Team's estimate of construction costs (Q and E).

Task 12.5 - Quality Control & Constructability Review

A senior level Quincy engineer will review the entire draft PS&E (90% PS&E) package for uniformity, constructability,

and compatibility. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all project documents.

Task 12.6 – Preparation and submittal of 90% (Draft) PS&E

Quincy will prepare the 90% PS&E addressing internal QC review comments on 90% PS&E. Quincy will submit the 90% PS&E for Town review.

TASK 12.7 - 100% PS&E (Final Signed Submittal)

The final PS&E will be submitted to the Town after all 90% review comments have been addressed. Plans and Specifications will be submitted electronically in both AutoCAD and PDF formats. In addition, one camera ready set of plans and specifications for advertising purposes.





A Resident Engineer File will be provided that summarizes any additional information that the RE would need to effectively execute the construction contract.

Task 12 Deliverables

- 65% Roadway and Bridge Plans
- Independent Design Check of Bridge and Roadway Design
- Comment Resolution Table for Reviews
- Specifications including Boilerplate for Town
- Working Day Schedule
- Bridge Design and Check Calculations
- Construction Cost Estimates
- QA/QC Check By Independent Senior Engineer
- 90% PS&E
- 100% Final PS&E
- Re Pending File

TASK 13 – RIGHT OF WAY APPRAISALS AND ACQUISITIONS (Deferred to R/W Phase of Project)

Bender-Rosenthal, a Caltrans-Certified Right of Way Firm will provide the appraisal and acquisition services for the projects. In order to construct the new bridge for Center Boulevard, property that current serves as a parking facility will need to be acquired. The Engineering design team will work to capture replacement parking spaces within the project design. If this cannot be fully accommodated, new parking will need to be identified and acquired in order to mitigate the impacts to the businesses located near the site. Under the realignment options, the parking may be recovered where the current street is located and may not require that new parking be located outside of the project area.

Appraisal and Acquisition services will be provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable.

Task 13.1 – Appraisal Services

BRI will prepare an appraisal of the impacted property in compliance with USPAP, State and Federal standards. Plats and legal descriptions for the property to be appraised will be provided to BRI by others. The primary steps in

completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the Owner (where possible)
- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of market data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report

Task 13.2 – Acquisition Services

The Appraisal Report will be submitted to the Town for review and approval of “Just Compensation” prior to initiating discussions with the property owners and making the First Written Offer.

BRI will negotiate and acquire the impacted property for the project. The BRI property acquisition agent will prepare all purchase documents for presentation of a First Written Offer in conformance with California Government Code Section 7267.2. The purchase documents will also include all required Relocation Assistance Program documents, if applicable. First Written Offer documents will be prepared within one week of receiving the deed, map and approved appraisal report. The acquisition agent will make phone or personal contacts with the property owner when necessary to facilitate discussions and settlements. The acquisition agent will work toward a settlement by attempting three in-person contacts within a 60-day period after presentation of the First Written Offer. We will encourage personal contacts to develop a rapport with the property owner. In our experience, personal contacts increase the chance for an amicable settlement.

Task 13.3 – Right of Way Certification

Quincy will work with BRI to prepare the R/W Certification for each project. The draft R/W Certification will be prepared and submitted to Caltrans for review. Any comments received will be addressed and the R/W Certification will be finalized.





Task 13.4 – Property Staking

Quincy will stake the existing and proposed right-of-way lines to assist the property owner and agent during negotiations. *The development of the budget associated with Task 13 is being deferred until more design work is completed.*

Task 13 Deliverables

- R/W Appraisals (# based upon table in task 3)
- R/W Acquisitions (# based upon table in task 3)
- R/W Certification
- Property Take Staking During Negotiations

TASK 14 – PUBLIC OUTREACH DURING FINAL DESIGN

Outreach for Phase 2 will follow the model established in Phase 1:

Working with the Project Team, Towns of San Anselmo and Ross, and Caltrans, MIG will build on the public outreach strategy developed in the first phase of the project, discussing lessons learned and identifying any additional targeted outreach needed to reach stakeholders who did not participate in the first round of outreach activities. The Phase 2 Outreach Strategy will affirm key stakeholders, interested community groups, target audiences, and effective outreach approaches and present a strategy for engaging these groups as the design process moves forward.

Task 14.1 - Phase 2 Community Workshops

MIG will plan and conduct a two-hour-long community workshop for the Winship Avenue bridge, as in Phase 1— to report back to the community on the Phase 1 outreach and engage the public in conversations about the final design of each bridge. At these workshops, MIG will recap relevant background information on the planning process for newcomers and will share feedback received at in Phase 1. The workshops will be held at specific locations to be determined by the Towns of Ross, respectively. As in Phase 1, the community workshops will be structured to ensure clear understanding of the workshop purpose and to review key community issues related to the analysis of the project. The workshop format can be fixed or flexible, as appropriate; MIG will work with the town and the Project Team, to develop a suitable format for the design workshops. The workshops can be designed to include presentations, large or small group discussions, group charrette exercises, individual or group feedback exercises, and reaction to design options. MIG will collect and analyze all workshop results, and will prepare a brief report summarizing the results for each of the workshops. The reports will be provided electronically in Adobe PDF

format. MIG can produce hard copies of the reports at additional cost.

Task 14.2 - Phase 2 Community Presentation

As in Phase 1, MIG will develop and host a community presentation on the bridge project summarizing Phase 2 input and providing clear information on community design preferences for each bridge. MIG will work with the Town and the Project Team to identify an appropriate time and place for the two-hour Community Presentation.

Task 14.3 - Phase 2 Town Council Presentation

As in Phase 1, MIG will also prepare a detailed presentation to the Town Council summarizing Phase 2 outreach activities and results to ensure that elected officials understand community design preferences and concerns. This presentation will be provided to the Town in Microsoft PowerPoint format for additional use in other contexts.

Task 14.4 - Phase 2 Public Outreach Report

At the close of the project, MIG will provide a full report on Phase 2 outreach methodology, strategies, activities, and findings to document the public engagement process and provide key information moving into the bridge design phase. The report will be provided electronically in Adobe PDF format. MIG can produce hard copies of the report at additional cost.

Task 14.5 - Responses to Public Feedback

In addition to developing the community outreach workshops, MIG will also manage responses to community feedback, ensuring that any feedback or ideas received outside of the context of the workshops receives a response and is logged, passed on to the appropriate local officials if appropriate, and included in the final Public Outreach Report.

Task 14 Deliverables

- Public Outreach Strategy
- 2 Hour Community Workshop
- Community Presentation
- Town Council Presentation
- Responses to Public Feedback

**TASK 15 – BIDDING & CONSTRUCTION SUPPORT
(Deferred to Construction Phase of the Project)**

Task 15.1 Bidding Assistance

Quincy will attend the Pre-Bid meeting with the Town staff



and be prepared to describe the project details and answer questions from the individual bidders. The Engineers that were directly involved in the design of each project will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the Town to obtain bids. The Team's Project Manager and Project Engineer will be available to answer contractor inquiries during the bidding phase. When the construction bids are opened, we will be available to provide bid item analysis and recommendations concerning award of the contract.

Task 15.2 Construction Support

After award of the construction contract, the Team will be available to continue providing services such as reviewing contractor submittals, RFI review, reviewing shop plans, reviewing change orders, and making other field observations, at the Town's Resident Engineer's request. All activities include appropriate recommendations and documentation of the Team's activities.

Quincy maintains the same high level of service through the completion of construction. We work closely with the Construction Management Team to provide clarifications as needed to the design to ensure timely response to the contractor. Quincy places a "number 1" priority on contractor submittals or Requests for Information (RFIs) to ensure the contractor is never held up by the design Team. We work closely with the Construction Management firm to identify the timing of upcoming shop plan reviews and other contractor submittals to have resources ready.

TASK 15.3 OPTIONAL – PREPARE AS-BUILT PLANS (RECORD DRAWINGS)

When construction is completed, Quincy can as an option will prepare Record Drawings (As-Builts) for the Town's files. These As-Builts will be based on information clearly marked on a set of contract plans prepared by the Resident Engineer.

Task 15 Deliverables

- *— Bidding Assistance
- *— Design Support During Construction
- *— As-Built Drawings (Optional)

Cost Proposal

Town of Ross - Winship Avenue Bridge Replacement

Date: 2/5/2014

Quincy Engineering, Inc.

Direct Labor:	\$119,781.09
Escalation for Multi-Year Project (3.0%):	\$3,593.43
Total Direct Labor Costs	\$123,374.52
Overhead (1.79):	\$221,333.89
A. Labor Subtotal	\$344,708.42

Subconsultant Costs:

Kittlesen and Associates	\$11,898.39
Stetson Engineers	\$47,532.19
geomorphDesign	\$48,629.24
Miller Pacific Engineering Group	\$21,475.74
ESA	\$99,973.38
Garcia Associates	\$24,224.24
MIG	\$17,076.90
Bender Rosenthal	\$0.00
	<u>\$0.00</u>
B. Subconsultant Subtotal	\$270,810.08

Other Direct Costs:

Travel	1200 miles @	\$0.565	\$678.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Phone/Fax			
Delivery	10 @	\$15.00	\$150.00
Printing: Blue Line			
Vellum			
8 1/2 X 11 Reproduction			\$500.00
11 X 17 Reproduction			\$1,000.00
Mounting Boards for Presentations			\$500.00
Newsletters (Translation and printing)			
Title Report			
Survey Prevailing Wage Differential			\$2,855.80
Mailings (6x)			
C. Direct Cost Subtotal:			\$5,683.80

Labor Subtotal A. =	\$344,708.42
Fixed Fee (10.0%):	\$34,470.84
Subconsultant Subtotal B. =	\$270,810.08
Fixed Fee (0.0%):	\$0.00
Direct Cost Subtotal: C. =	\$5,683.80
Fixed Fee (0.0%):	\$0.00

TOTAL = \$655,673.14

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

**Town Of Ross
Winship Avenue Bridge Replacement Project**

Quincy Engineering Inc.

CONTRACT No.
CONSULTANT:

Quincy Engineering

CONSULTANT COST PROPOSAL
Exhibit - A
February 5, 2014

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Steve Mellon	Principal in Charge	\$70 - \$85	0 @	\$72.19	\$0.00
Alan Glen	Project Manager	\$65 - \$80	258 @	\$72.19	\$18,625.02
Brent Lemon	Roadway Project Engineer	\$55 - \$75	248 @	\$72.19	\$17,903.12
Mario Quest	Bridge Project Engineer	\$55 - \$75	174 @	\$67.22	\$11,696.28
Danny Mossman	Senior Engineer	\$45 - \$70	84 @	\$60.00	\$5,040.00
Meggie Elledge	Associate Roadway Engineer	\$32 - \$55	236 @	\$45.00	\$10,620.00
Scott McCauley	Associate Bridge Engineer	\$32 - \$55	240 @	\$45.00	\$10,800.00
Road Engineer	Assistant Engineer	\$25 - \$40	404 @	\$35.00	\$14,140.00
Rich Ramirez	Drafter	\$25 - \$40	432 @	\$26.26	\$11,344.32
Jim Foster	Principal Engineer (Q/A Q/C)	\$70 - \$85	40 @	\$70.00	\$2,800.00
Jon Wheat	Survey Mgr	\$45 - \$60	132 @	\$48.07	\$6,345.24
Jon Wheat	Survey Manager (Field Work)*	\$45 - \$60	47 @	\$48.07	\$2,259.29
Surveyor	Surveying Assistant*	\$35 - \$50	97 @	\$43.34	\$4,203.98
Phyllis Jordan	Admin Asst	\$20 - \$35	128 @	\$31.28	\$4,003.84

2,520	
Subtotal Direct Labor Costs	\$119,781.09
3% Anticipated Salary Increases	\$3,593.43

TOTAL - Direct Labor \$123,374.52

INDIRECT COSTS

	Rate	Total
Overhead	179.40%	\$221,333.89
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	179.40%	

TOTAL - Indirect Costs \$221,333.89

FEE (10.00%)

TOTAL - Fee \$34,470.84

OTHER DIRECT COSTS

			Total
Travel Costs	1200 @	\$0.565	\$ 678.00
Per Diem / Hotel	0 @	\$150.00	\$ -
Overnight Service	10 @	\$15.00	\$ 150.00
8 1/2 x11 copies	1 @	\$500.00	\$ 500.00
11 x 17 copies	2 @	\$500.00	\$ 1,000.00
Mounting Boards for Presentation	10 @	\$50.00	\$ 500.00
Surveying Prevailing Wage Differential	1 @	2855.80	\$ 2,855.80
Total Other Direct Costs			\$ 5,683.80

\$5,683.80

TOTAL QEI COST \$384,863.06

Subcontractor Costs
Total Contract

\$ 270,810.08
\$ 655,673.14

**Submitted to: Quincy Engineering Inc.
San Anselmo - Winship Avenue Bridge (No. 27C0074) Replacement**

Environmental Science Associates

CONTRACT No.
CONSULTANT:

PN: _____
Environmental Science Associates

CONSULTANT COST PROPOSAL
January 7, 2014

DIRECT LABOR

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Actual Hourly Rate</u>	<u>Total</u>
Brian Ramos	Project Director	9	\$96.15	\$865.35
Ray Weiss	Project Manager	74	\$57.53	\$4,257.22
Josh Boldt	Biological Resources/Permitting			
		16	\$38.89	\$622.24
Rebecca Allen	Lead Cultural Resources	6	\$61.54	\$369.24
Cathy McEfee	Lead Water Resources	8	\$82.02	\$656.16
Lindsey Tisch	Biologist	124	\$25.72	\$3,189.28
Brad Brewster	Historian	64	\$53.81	\$3,443.84
Minta Schaefer	Hydrologist/Water Quality	49	\$36.74	\$1,800.26
Aaron Hecock	Noise/Planner	176	\$34.57	\$6,084.32
Staff	Landscape Architect	24	\$46.59	\$1,118.16
Brad Allen	GIS	51	\$43.30	\$2,208.30
Tom Wyatt	Graphics	42	\$36.92	\$1,550.64
Logan Sakai	Production	66	\$20.77	\$1,370.82

0 \$0.00 \$0.00

709
Subtotal Direct Labor Costs \$27,535.83
Anticipated Salary Increases \$1,001.20

TOTAL - Direct Labor \$28,537.03

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Overhead	165.12%	\$47,120.34
Fringe Benefit	44.60%	\$12,727.52
General & Administrative (Included in OH)	0.00%	
	209.72%	

TOTAL - Indirect Costs \$59,847.86

FEE (10.00%)

TOTAL - Fee \$8,838.49

OTHER DIRECT COSTS

			<u>Total</u>
Travel Costs	1400 @	\$0.550	\$ 770.00
Photocopies/Document Production			\$ 1,000.00
Garmin/Trimble GPS (\$445 per week)	0 @	\$445.00	\$ -
GIS Computer Time (\$15 per hour)	24 @	\$15.00	\$ 360.00
Postage	8 @	\$15.00	\$ 120.00
Record Search	1 @	\$500.00	\$ 500.00
	0 @	\$15.00	\$ -
			\$ -

\$2,750.00

TOTAL COST \$99,973.38

Consultant Costs: Garcia & Associates

\$ 24,224.24

Total Contract

\$ 124,197.62

**Town of Ross
Winship Ave Bridge Replacement**

Garcia and Associates

CONTRACT No.
SUB CONSULTANT: GARCIA AND ASSOCIATES

SUBCONSULTANT COST PROPOSAL
August 26, 2013

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
John Garcia	Principal	2	\$100.00	\$200.00
Joe Drennan	Principal Biologist	6	\$62.82	\$376.89
Barb Siskin	Senior Environ. Archaeologist	8	\$48.40	\$387.20
Carole Garcia	Senior Contract Administrator	5	\$74.50	\$372.50
Eric Luna	Project Accountant	5	\$28.23	\$141.15
Cassidy DeBaker	Environmental Archaeologist V	66	\$33.35	\$2,200.97
Sumudu Welaratna	Environmental Biologist V	54	\$33.65	\$1,817.31
Constance Ganong	Environmental Biologist V	47	\$33.80	\$1,588.45
Robert Aramayo	Environmental Biologist V	47	\$35.19	\$1,653.92
Karen Klinger	GIS Specialist II	16	\$25.50	\$408.04
Andrea Peacock	Senior Technical Editor	6	\$25.00	\$150.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

262
Subtotal Direct Labor Costs \$9,296.43
3% Anticipated Salary Increases \$278.89

TOTAL - Direct Labor \$9,575.32

INDIRECT COSTS

	Rate	Total
Overhead	119.00%	\$11,394.63
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	119.00%	

TOTAL - Indirect Costs \$11,394.63

FEE (10.00%)

TOTAL - Fee \$2,097.00

OTHER DIRECT COSTS

		Rate	Total
Personal vehicle mileage	88 @	\$0.565	\$ 49.72
GANDA Vehicle Use	2 @	\$50.00	\$ 100.00
GANDA Vehicle Fuel	88 @	\$0.37	\$ 32.56
Tolls	4 @	\$5.00	\$ 20.00
Digital Camera	2 @	\$2.50	\$ 5.00
GPS Receiver	2 @	\$45.00	\$ 90.00
GIS Workstation	8 @	\$7.50	\$ 60.00
Cultural Records Search	1 @	\$800.00	\$ 800.00

\$1,157.28

TOTAL COST \$24,224.24

Subcontractor Costs
Total Contract

\$ 24,224.24

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B-2 INSURANCE REQUIREMENTS

Consultant and any subcontractor shall not commence work under this Agreement until Consultant shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the Town Attorney as to form and carrier and the Town Manager as to sufficiency, nor shall Consultant allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the Consultant and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary 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, the Consultant's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance.
5. Such other insurance coverages and limits as may be required by the Town prior to execution of this agreement.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence/ \$5,000,000 Aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability 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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$1,000,000.
5. Such other insurance coverages and limits as may be required by the Town prior to execution of this agreement.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The Town, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Town, its officers, officials, employees, agents or volunteers.
4. 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the Town with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Town. All endorsements are to be received and approved by the Town before work commences. As an alternative to the Town's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the Town.

EXHIBIT C

CERTIFICATIONS

Exhibit 10-F Certification of Consultant, Commissions & Fees

Certification of Consultant

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Quincy Engineering, Inc., whose address is 11017 Cobblerock Drive, Suite 100, Rancho Cordova CA 95670, and that,

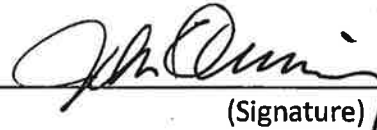
except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

6/20/14

(Date)



(Signature)

Exhibit 10-G Certification of Local Agency

Certification of Local Agency

I HEREBY CERTIFY that I am the Town Manager of the Town of Ross , and that the consulting firm of Quincy Engineering, Inc., or its representative, has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)


EXHIBIT D

DBE INFORMATION AND COMMITMENT

EXHIBIT 10-01: Local Agency Consultant DBE Commitment

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form

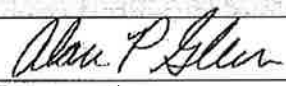
Consultant to Complete this Section			
1. Local Agency Name:	<u>Town of San Anselmo</u>		
2. Project Location:	<u>Winship Avenue, Ross, CA</u>		
3. Project Description:	<u>Bridge Replacement</u>		
4. Consultant Name:	<u>Quincy Engineering, Inc.</u>		
5. Contract DBE Goal%:	<u>4.6%</u>		
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
ROW Appraisal and Acquisition Services	Bender Rosenthal 4400 Auburn Blvd, Sacramento, CA 95841 916-978-4900	23506	6.49%
Environmental Services	Garcia & Associates 1 Saunders Ave, San Anselmo, CA 94960 415-458-5803	25482	5.98%
Local Agency to Complete this Section		10. Total % Claimed	12.47%
16. Local Agency Contract Number: _____		 11. Preparer's Signature	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		Alan Glen, PE 12. Preparer's Name (Print) Project Manager 13. Preparer's Title	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate. _____			
19. Local Agency Representative Name (Print)		September 12, 2013 916-368-9181 14. Date 15. (Area Code) Tel. No.	
_____ 20. Local Agency Representative Signature 21. Date			
_____ 22. Local Agency Representative Title 23. (Area Code) Tel. No.			

Distribution: (1) Original – Submit with Award Package
 (2) Copy – Local Agency files



EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Ross</u>			
2. Project Location: <u>Winship Avenue, Ross CA</u>			
3. Project Description: <u>Bridge Replacement</u>			
4. Total Contract Award Amount: <u>\$655,673</u>			
5. Consultant Name: <u>Quincy Engineering, Inc.</u>			
6. Contract DBE Goal %: <u>4.6%</u>			
7. Total Dollar Amount for all Subconsultants: <u>\$ \$270,810</u>			
8. Total Number of all Subconsultants: <u>Seven</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<u>Environmental Services</u>	<u>Garcia & Associates (415) 458-5803</u>	<u>25482</u>	<u>\$24,224</u>
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ 24,224
20. Local Agency Contract Number: _____		14. Total % Claimed	3.69%
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		15. Preparer's Signature 	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print) <u>Alan P Glen, P.E.</u>	
		17. Preparer's Title <u>Project Manager</u>	
		18. Date <u>2/21/2014</u>	19. (Area Code) Tel. No. <u>(916) 368-9181</u>
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files



EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS CONSULTANT DBE COMMITMENT

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date Proposal Date- 9/12/2013

The Town of Ross, CA established a Disadvantaged Business Enterprise (DBE) goal of 4.6% for this project. The information provided herein shows that a good faith effort was NOT REQUIRED SINCE THE GOAL WILL BE ACHIEVED. THE INITIAL PHASE OF THE CONTRACT WILL BE SLIGHTLY BELOW THE GOAL, HOWEVER WHEN THE RIGHT OF WAY PHASE IS CONSIDERED, THE OVERALL COMMITMENT WILL EXCEED THE DESIRED GOAL.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made. THE EXHIBIT 10-01 PROVIDED WITH THE PROPSAL IDENTIFIED ADDITIONAL DBE SUBCONSULTANTS DURING THE R/W PHASE THAT WILL ACHIEVE THE OVERAL GOAL.

Exhibit 10-01 submitted with the Consultants Proposal indicated achieving a 12.47 % DBE claim. After negotiating the contract costs for the PE phase of the contract, the DBE claim is 3.69%. Once the R/W phase is authorized and amended into this contract, the overall claim will be approximately 10% which exceeds the Project Goal of 4.6%.



Preparer's Signature

Alan P Glen, P.E.
Preparer's Name (Print)

Project Manager
Preparer's Title

2/21/2014 (916) 368-9181
Date (Area Code) Tel. No.

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

