

Contract Log # _____

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this _____ day of _____, 200 ____ by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Questa Engineering Corp., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: engineering design of sidewalk located at Bell Lane and Marin Ave., Mill Valley ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$86,900.00 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on October 31, 2010.

Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit "C". If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager:	Ernest Klock
Dept./Location:	Department of Public Works
	P. O. Box 4186
	San Rafael, CA 94913-4186
Telephone No.:	415-499-6552

Notices shall be given to Contractor at the following address:

Contractor:	Questa Engineering Corp.
	1220 Brickyard Cove Rd. Suite 206
Address:	Point Richmond, CA 94807
	1-510-236-6114
Telephone No.:	

21. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits CONTRACTOR'S INITIALS

EXHIBIT A. Scope of Services

EXHIBIT B. Fees and Payment

EXHIBIT C. Insurance Reduction/Waiver

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
COUNTY OF MARIN:**

By: _____
PRESIDENT, Board of Supervisors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

**COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)
REASON(S) REVIEW:**

- Contract Requires Board of Supervisors' Approval
- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Project Extents and Summary:

The project is divided into two main locations. The first location involves the engineering design and all required permitting to construct a five to eight foot wide northbound sidewalk on Bell Lane until the intersection of Bell Lane and Enterprise Concourse, followed by the engineering design and all required permitting for the installation of five foot wide sidewalk along Marin Avenue from Enterprise Concourse to Ross Drive. The second project segment involves the engineering design and all required permitting for construction of five foot wide sidewalk along the westbound side of Marin Avenue, beginning at 360 Marin Avenue and terminating at the intersection of Marin Avenue and Green Glen Way.

Task 1: Preliminary Report

Task 1A: Field Survey Verification, Base Map

Questa Engineering Corp. (Questa) will verify the completed Marin County Department of Public Works (DPW) engineering base map for the project area based on available County DPW mapping supplemented with detailed field surveys in key areas. The survey will be checked by Questa to show all important features, including elevations, curb/edge of pavement, drainage facilities and landscaping, signals, utilities, trees, fence lines and driveways, etc. In addition, Questa will conduct office record drawing searches to confirm right of way (ROW) and confirm Marin County DPW survey's control points and corner records for monument documentation and construction layout. The base map will be checked by Questa for verification of exact ROW for discussions with adjacent property owners and for preparation of detailed construction Plans & Specifications (PS&E).

Any additional survey work will tie into the controls to orient the detailed topographic mapping provided by County DPW.

Task 1B: Preliminary Site Assessment

Questa will conduct a site inventory of the Study area, including assessment of traffic conditions and bicycling and walking patterns, and other features and information. Questa will identify issues including, but not limited to, slope/driveway conflicts, right-of-way constraints, existing parking impacts, driveway transitions, environmental issues, accessibility issues, drainage problems and relocation of existing utilities. Questa fieldwork efforts will be summarized and presented as a memorandum on existing conditions, which will include a site analysis diagram, site photography, field measurements, and descriptions of field observations and site conditions. Field measurements will be taken by Questa to supplement the survey. Questa will provide a site analysis diagram to be used in discussions with Marin County DPW staff, local community representatives, and any other relevant personnel through the preliminary design phase.

Questa will also review pertinent planning documents to ensure consistency with local planning efforts including, but not limited to:

- Mill Valley Bicycle and Pedestrian Transportation Master Plan Update
- Marin County Bicycle and Pedestrian Master Plan
- Nonmotorized Transportation Pilot Project Feasibility Studies
- Marin County feasibility/traffic studies

Questa will incorporate the above analysis into environmental review documents.

Task 1C: Environmental Assessment

Questa will conduct an initial environmental site assessment to determine potential project impacts. This will be accomplished by completing an Initial Study Checklist (CEQA) and Natural Environment Study Report (NESMI) in Caltrans format.

Task 1D: Design Alternatives

Questa will develop alternative pedestrian alignments that minimize traffic, property, and other impacts while providing a safe and enjoyable walkway experience. By incorporating reconnaissance work, site analysis, and input from neighbors, Questa will graphically depict bikeway options that meet the County DPW's objectives, discuss those options with the County DPW, and ultimately arrive at a preferred alignment that will be carried forth into construction document preparation. Questa's analysis will be done to ensure that preliminary designs comply with bikeway, pedestrian facility design and ADA accessibility requirements. Questa will prepare three alternative configurations, including determination of design/implementation cost, on-street parking and driveway impacts, and schedule and evaluation criteria for each alternative. Evaluation criteria are discussed in **Task 1F**.

Task 1E: Preliminary Engineer's Cost Estimate

Questa will prepare preliminary Engineer's Estimate of Probable Construction Costs for each sidewalk alternative.

Task 1F: Preliminary Study Report

The three design alternatives will be summarized by Questa in a Preliminary Study Report. The alignment options will be shown in plan, profile, and sections (as needed) views on the digital topographic mapping, showing all program elements, ADA access, pathway sections, signage location, and other improvements. Questa will include the Alternatives Analysis and decision matrix outlined above as well as other relevant information for alternative comparison. Typical cross sections and details will be developed for curb, gutter, sidewalk, fencing, driveway crossings, landscaping and utility conflicts and other features. Questa will develop all materials in the Project Report format for ease of County DPW and Caltrans review.

Questa will screen the alignment alternatives according to some or all of the following evaluation criteria:

- **Safety and Liability** Conformance with state, federal, and local standards and guidelines for pedestrian, bikeway and ADA access.
- **Functionality/Efficiency** Provide a positive user experience that facilitates safe access to nearby destinations. The cross section should be designed to accommodate the range and volume of path users. Development of alternatives with potential users in mind, including bicyclists, pedestrians, motorized and non-motorized wheelchair users.
- **Environmental and Cultural Resource Impacts** Avoid potentially significant environmental impacts and create opportunities for mitigation through alignment design.
- **Cost** Value engineering to maximize available funding, especially where crossing improvements, fencing, retaining walls, utility relocation or other expensive infrastructure improvements are being considered.
- **Security** Review of accident data, police reports, crime statistics, and other data with strategies to address those concerns.
- **Consistency with Local Plans** Evaluation of local pedestrian/trail/bikeway plans and policies, and determination of the compatibility/conflict with the proposed project.
- **Physical Constraints** Evaluation of drainage, utility and infrastructure needs associated with each alternative.
- **Private Property Impacts** Identification of impacts of alignments on private properties and opportunities to avoid or mitigate those impacts
- **Parking Impacts** Alternatives that minimize loss of on-street parking and driveway issues.

Questa will evaluate and screen the preferred alignment by constructing a **decision matrix** that scores the alignment by the criteria described above. Other items to be noted in this phase include utilities, parking loss, driveway crossings, environmental impacts, property encroachments, and other items impacting trail alignment.

Questa will screen alternatives with County DPW staff to isolate alternatives that merit further review. The screening effort will focus on fatal flaws, which may be in the form of environmental, cost, aesthetic, function, safety, or maintenance impacts. From this process, Questa will complete a **preferred alternative** (possibly with sub-options) and allow the consultant team, staff, and the public to focus on a single potential trail alignment. Questa will include an implementation schedule, strategy for project constraints, and options for traffic and pedestrian circulation during project construction.

This task includes meetings to discuss design concepts and findings. Meetings with the County DPW, project stakeholders and the community are discussed in **Task 5**.

Task 1 Deliverables:

Questa's completed Preliminary Study Report will include sections, plans, details, photos, sketches and other visual elements. Questa will include technical information in the Project Study Report format, building on previous efforts and including the Technical Studies. Questa will develop typical cross sections and details for the sidewalk, fencing, driveway crossings, landscaping and utility conflicts and other features that conform to the above criteria. Questa will develop all materials in the Project Report format for ease of County DPW and Caltrans review.

- Base Map
- Alignment options maps
- Evaluation Criteria and Matrix
- Preferred Alternative
- Preliminary Study Report

Task 2: Caltrans Environmental/Cultural Clearance

This task includes completion of environmental review based on the initial environmental assessment completed in Task 1C, as well as cultural and environmental studies required for E76 approval.

Task 2A: Cultural and Environmental Studies

Questa will prepare a Historical Property Survey Report, Archeological Survey Report, and Area of Potential Effect map for inclusion into the environmental review package. Garcia and Associates will complete this portion of the work. Parisi Associates will complete traffic and parking analysis. As shown on the Caltrans Preliminary Engineering Study form, any removed parking spaces in the final design will require Parisi Associates to complete a Technical Memorandum and obtain Caltrans approval. This Technical Memorandum shall include all required Caltrans technical information including the amount of parking spaces being removed and where those removed parking spaces will be relocated.

Draft Initial Study/Mitigated Negative Declaration. Questa will prepare a Draft Initial Study/Mitigated Negative Declaration (IS/MND) and, if required for NEPA clearance, an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) in the County DPW/Caltrans/FHWA standard format, including the project description, evaluation and discussion of each "yes/maybe" topic in the CEQA/NEPA checklist, a finding of potential for significant impact, mitigation measures as required for potentially significant impacts, and Mandatory Findings of Significance. If any NEPA clearance is required associated with use of federal funds, Questa will use the approved Caltrans format for a combined CEQA/NEPA document. The environmental document will incorporate by reference findings from existing documents, and will address the full range of issues in the IS/EA checklist while focusing in-depth on the potentially significant environmental issues or problems identified within the Project Study Report. Questa will provide an Administrative Draft for internal review, as well as a Circulation Draft. Questa will provide three (3) hard copies, one print-ready copy, and one digital copy of the Draft IS/MND/EA/FONSI to the County DPW.

Notice of Intent and Notice of Completion. Questa will assist the County DPW in preparing the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and a Notice of Completion (NOC) for the State Clearinghouse. Posting and distribution of the notices will be the responsibility of the County DPW.

Final IS/MND EA/FONSI and MMRP. Questa will communicate with reviewers as necessary regarding comments on the Draft IS/MND, EA/FONSI, and Draft MMRP. Questa will revise the documents to prepare the Final IS/MND and MMRP, and Notice of Determination (NOD) or Notice of Findings and Completion. Questa will provide three (3) hard copies, one print-ready copy, and one digital copy of the IS/MND, MMRP, and NOD to the County DPW. Posting and distribution of the NOD will be the responsibility of the County DPW.

Task 2B: E76 Approval

In this task, Questa will prepare the necessary Caltrans Local Assistance Program (LAP) documents and paperwork (including E-76, etc.) for COUNTY DPW review and submittal. Questa will assist the County DPW with the necessary paperwork, closely following the LAP guidelines and procedures contained in the various handbooks on the Caltrans LAP Website. Questa will follow the LAP program's steps and procedures, in ensuring that there are adequate opportunities for DBE participation goals in both design and construction bidding, that prevailing wages are utilized, and that proper format and quality control went into all deliverables, from the field evaluation/review and PSR through preparation of final plans and specifications.

Task 2 Deliverables:

- CEQA Initial Study/Environmental Analysis
- Historical Property Survey Report
- Archeological Survey Report
- Area of Potential Effect Map
- Traffic and Parking Study/Traffic Technical Memorandum
- Caltrans E-76 Coordination and approval

Task 3: Design PS & E

In this task, Questa will prepare Engineering Plans, Specifications and costs for the project. The site plans and associated cross sections and details will include information on demolition, drainage improvements, utility protection and relocation, grading, cut/fill, paving and striping, signage, traffic control, retaining walls, design elements, erosion control, etc., as necessary to construct the project and implement the design intent of the preferred design.

Key design elements that will be incorporated for this project include:

- ADA access
- Conformance with Caltrans standards and practices
- Minimum and recommended width
- Vertical and horizontal clearances
- Type of barriers
- Signing and striping
- Street crossings
- Ramps and access routes
- Visibility and line of sight

All published design criteria will be used as well, including:

- Caltrans Highway Design Manual on Bikeway facilities (Chapter 1000)
- Manual on Uniform Traffic Control Devices (MUTCD), part 9 and California Supplement
- Americans with Disabilities Act
- AASHTO Guide for the Development of Bicycle Facilities (1999)
- National Highway Institute Pedestrian Facility Design
- Marin County Uniform Construction Standards (May 2008)

Task 3A: Plans and Specifications

Questa will proceed the project through at least three design review stages, including updating the conceptual design (30%) (**Task 1**), modified from stakeholder input and the public review process and any CEQA/NEPA mitigation measures. Questa will submit progressively more detailed drawings and specifications at the 60% and 95% design completion stages. Engineering designs will follow the standards of the County of Marin Uniform Construction Standards (May 2008) and the Caltrans Highway Design Manual, and will utilize Caltrans Standard Plans and Specifications (May 2006). In this task Questa will prepare an increasingly more accurate estimate of probable construction cost for each design submittal (30%, 60%, 95%). The basis for cost estimates will be recent construction and bid experience of the County DPW, neighboring cities, and Marin County, the Caltrans cost database, and other cost databases.

Questa will complete a final set of Construction Documents, responding to all previous comments on draft or progress design plan submittals, and including all required contract requirements (general provisions, technical specifications, bid instructions and bid sheets, etc.). The final set will reflect stakeholder, Marin County DPW, Caltrans, and any CEQA mitigation measures.

Questa will detail all relevant items in the Project Plans including but not limited to: demolition, grading, cut/fill, underground utilities, manholes, drain inlets, survey monuments, driveways, driveway conforms, fences, walls, trees, vegetation, curbs, detailed new ramp elevations, signage, traffic control, erosion control, etc. Questa will complete the work in the latest AutoCAD version acceptable to the County DPW and Caltrans. This task includes any needed materials testing.

The Questa Study Team will also coordinate with the County DPW in preparing staff reports for Board approval of the Construction Documents and release to bid, and in preparing the public notice on accepting bids.

Task 3B: NEPA Compliance

Questa will prepare any special studies required for NEPA compliance and coordinate for project approval (see **Task 2**).

Task 3C: Permitting and Coordination

Questa will coordinate with regulatory agencies and prepare all permit applications, including permitting identified in Task 2 as well as regulatory permits such as RWQCB, grading and encroachment permits. It is understood that permit fees will be the responsibility of the County DPW. Project outreach, coordination and meetings are discussed in **Task 5**.

Task 3D: Engineer's Estimate of Probable Construction Costs

Questa will submit to the County DPW a completed construction estimate in the form of a completed bid sheet or schedule, showing quantities, unit prices, and total for all items of work. Questa will provide the basis for any recommended lump sum bid items. Questa will work closely within the established construction project budget to maintain the project within budget goals. This may include, for instance, designating some non-critical work items as "Add Alternates," where appropriate.

Task 3E: Local Assistance Coordination

Questa will provide all necessary Caltrans Local Assistance support documentation to facilitate project approval for construction. The E76 approval for preliminary engineering has been obtained and will be given by the County DPW to Questa upon request.

Task 3F: ROW Coordination

Questa's will provide appraisal maps, plats, and legal descriptions for any required right-of-way acquisitions or easements and will provide corner records for monument restoration.

Task 3G: Bid Assistance

Questa will provide assistance during the bidding stage of the project in this task, including attending a pre-bid meeting, responding to bidder's questions and issuing any clarifications, and providing bid review and tabulation.

Questa Deliverables:

- 30% plan submittal, 60%, and 95 % design submittals of Plans & Specifications.
- Final plans will include a camera-ready set suitable for public bidding following the procedures the Marin County Public Works Department, and Caltrans. Questa will submit electronically all work products (AutoCAD project drawings, Bid Documents, etc.) in a County DPW acceptable format.
- Questa will complete all design work using AutoCAD, and all text deliverables will be in Microsoft Word format. Questa deliverables will include both electronic and paper hard copy. Standard Marin County Construction Document format will be utilized.
- NEPA compliance and supporting documentation
- Regulatory permits
- E-76 approval/coordination
- Record of Survey, maps, plats and legal descriptions as needed for ROW acquisition
- Bid assistance, review and tabulation, clarifications, etc.

Task 4: Ramp Final Reports

Questa will submit completed ADA compliant ramp as-built documents in Marin County DPW format. Sample reports will be given by the County DPW as a template.

Deliverable: As-built plans in Marin County DPW Format.

Task 5: Meetings and Coordination

Questa will setup, coordinate, and attend all meetings, public outreach, stakeholder coordination, and consultation.

Community Outreach (Three Meetings)

Parisi Associates and Questa will lead the public outreach, public workshops, and other presentations with (three (3) meetings assumed) for the Project. Questa and Parisi Associates will provide visual aids to use in the outreach process. These materials will be developed in a format that can be posted on the County DPW's Website, mailed to the public, and used at meetings and workshops (hard copies and PowerPoint presentation). Questa and Parisi Associates' workshop will include interactive components to solicit and identify issues of concern and project options.

In addition to community meetings, Questa will meet individually with stakeholders for input on this project, composed primarily of interested parties from the County DPW and other departments/agencies, including:

- Fire and Police Departments
- Community Planning
- Caltrans
- Tamalpais Valley School and neighborhood representatives
- Marin County Disability Access Manager

In addition, Questa will meet with representatives from local organizations and groups such as the Chamber of Commerce, Marin Bicycle Coalition, disabled groups, and others so they can provide technical input and responses outside of a public forum. Questa will assist the County DPW in setting up a schedule, and preparing all agendas and meeting minute notes.

Monthly Project Update Meetings and Conference Calls

Questa will attend monthly team meetings and monthly telephone conference calls.

Monthly Schedule/Milestone Updates

Questa will provide on a monthly basis the proposed project schedule, including conceptual and final design, project review/approval, construction bidding, and construction phase. The schedule will use a milestones format, identifying specific work tasks and deliverables due dates, Open items, priority, person responsible, and status. The schedule will be completed using Microsoft Project and as indicated, will be updated on a monthly basis.

Project Management

Time is budgeted in this task for additional periodic telephone conference consultation with the County DPW DPW Project Manager, and other internal schedule, quality control and budget management tasks.

Deliverables:

- Workshop materials, PowerPoint, handouts, etc.
- Stakeholder meetings (minimum 3 meetings)
- Monthly schedule/milestone updates
- Monthly progress reports and budget summaries.
- Project management documentation

SCHEDULE

Questa will have project Construction Drawings ready for public bidding by June 1, 2009.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Contractor shall be paid up to a maximum of \$86,900. Payment shall be made to the Contractor upon receipt of monthly, itemized invoices in accordance with the following fee schedule.

QUESTA ENGINEERING CORPORATION

TASKS	Questa Engineering						Subconsultants		GANDA		Total Hours by Task	Total Fees by Task
	J. Peters Principal- in-Charge \$160	J. Martin Lead Project Engineer \$135	M. Henderson Landscape Arch. \$135	W. Hopkins Sr. Eng Geologist \$140	Staff Engineer \$90	CAD \$85	Carruthers Survey Crew \$240	D. Parisi Traffic Engineer \$150	J McCarthy Biologist/Proj. Mgr. \$115	Staff (permits) \$115		
Task 1 : Preliminary Report												
Task 1A: Field Survey		1					15				21	\$ 3,735
Task 1B: Preliminary Site Assessment	3	3	3	2	6			3			20	\$ 2,560
Task 1C: Environmental Assessment, inc traffic study	1		4					28	12	12	57	\$ 7,660
Task 1D: Design Alternatives	2	4	8					16			30	\$ 4,340
Task 1E: Preliminary Engineer's Cost Estimate	1	4									5	\$ 700
Task 1F: Preliminary Report	2	8	16		16			12			54	\$ 6,800
Task 1 Subtotal	9	20	31	2	22	0	63	59	12	12	230	\$ 25,795
Task 2 : Caltrans Environmental/Cultural Clearance												
Task 2A: Cultural and Environmental Studies	1		4			4			24	60	93	\$ 10,700
Task 2B: E76 Approval	1	4						12			17	\$ 2,500
Task 2 Subtotal	2	4	4	0	0	4	0	12	24	60	110	\$ 13,200
Task 3 : PS&E												
Task 3A: Plans and Specifications	1	24	2	10	72	48		30			187	\$ 20,130
Task 3B: NEPA Compliance			1						6		7	\$ 825
Task 3C: Permitting and Coordination			1						6	6	13	\$ 1,515
Task 3D: Engineer's Cost Estimate	1	16			30			4			51	\$ 5,620
Task 3E: Local Assistance Coordination	1	1									2	\$ 295
Task 3F: ROW Coordination		10			12	16	12				38	\$ 6,670
Task 3G: Bid Assistance		6			12						18	\$ 1,890
Task 3 Subtotal	3	57	4	10	126	64	0	34	12	6	316	\$ 36,945

Task 4 : Ramp Final Reports			2				8				10	\$ 950						
(FEES AND PAYMENT SCHEDULE CONTINUED)																		
Task 5 : Meetings and Coordination			8		24					24		56	\$ 8,120					
TOTAL DIRECT LABOR HOURS			22		83		63		12	148		76	63	129	48	78	722	\$ 85,010
TOTAL DIRECT LABOR COSTS			\$3,520		\$11,205		\$8,505		\$1,680	\$13,320		\$6,460	\$15,120	\$19,350	\$5,520	\$8,970	\$85,010	

EXPENSES	
Reproductions & misc. supplies and materials	\$340
Core drilling; geotechnical testing	\$1,200
Vehicle and Mileage	\$350
Local Assist. Program Coord. (E. Cordoba - as needed)	*
TOTAL ESTIMATED EXPENSES	\$1,890
PROJECT COST (EXPENSES & LABOR)	\$86,900
TOTAL PROJECT COST (EXPENSES, LABOR, CONT)	\$86,900

* Budget will be re-allocated as needed for these services

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER

CONTRACTOR: *Questa Engineering Corp.*

CONTRACT TITLE: *Design Services for Marin Avenue Walkway Improvement Project*

Contractor's professional liability insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>	\$	
Professional Liability Deductible	<input type="checkbox"/>	\$	

Professional Liability Deductible \$25, 000.

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: **N/A** _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____