

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 Winzler & Kelly Consultant Engineers, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following services: Channel Maintenance Dredging Design and Permitting Support Services for the Las Gallinas Maintenance Dredging Creek Project ; 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 \$414,353 including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on Date Agreement is Made and Entered Into, and shall terminate on 06/30/2011. 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 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", only if it exceeds \$100,000. 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 may conclusively rely thereon.

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.

Amount of professional liability deductible if under \$100,000 = \$ 250,000

**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:      Timotheus Hampton  
Dept./Location:      Department of Public Works  
   P. O. Box 4186  
   San Rafael, CA 94913-4186  
Telephone No.:      (415) 499-7850

Notices shall be given to Contractor at the following address:

Contractor:              Tony Williams  
   417 Montgomery Street Suite 700  
Address:                San Francisco, CA 94104  
Telephone No.:      (415) 283-4970

**21. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/>	<u>Insurance Reduction/Waiver</u>	

**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 Channel Maintenance Dredging Design and Permitting Support Services Las Gallinas Creek

#### **INTRODUCTION**

The scope of services for the Channel Maintenance Dredging Design and Permitting Support Services Las Gallinas Creek (Project) is detailed below. The Project includes five major tasks, four of which include pre-construction phases and one that includes minimal construction phase services. Specifically, the major tasks are: Preparing a Project Study Report (PSR); preparing construction bid documents (plans and specifications); performing the appropriate CEQA compliance; assist with the securing of regulatory permits and providing construction management services during construction (dredging operations).

#### **Project Understanding**

The County is seeking the necessary environmental and engineering services necessary to perform the maintenance dredging of Las Gallinas Creek. The last time the creek was dredged was back in 1994. A previous dredging episode occurred in 1981. Both of these previous dredging episodes were performed using hydraulic placement techniques at disposal areas nearby the creek. The proposed site for the dredge material disposal for this project is on the adjacent San Rafael Airport property. The Airport property is comprised of approximately 120 acres of land but the proposed disposal area is approximately 20 acres.

The proposed disposal site, as well as the overall airport site, are relatively flat and surrounded by earthen levees on all sides. Based on our limited site visit, the majority of the proposed disposal area consists of non-native grassland fields that are mowed, or disced. However, based on discussions with the County, it is possible that wetland plant species are present in this area as well. It appears that storm water presently drains primarily through sheet flows across the site, into existing drainage swales and then is naturally conveyed to the existing pump house at the eastern end of the Airport property. From the pump house, the overflow drainage is pumped into the North Fork of Las Gallinas Creek.

The California Clapper Rail is listed as a federally endangered species and this part of Gallinas Creek has been identified by resource biologists as the Bay's largest concentration.

#### **Approach**

The first task for this project will include a comprehensive analysis of the constraints and opportunities to complete the dredging of the channel. Task 1 will include gathering of pertinent physical data associated with the Las Gallinas Creek including its riparian area, and the San Rafael Airport site.

The Airport site lies adjacent to Las Gallinas Creek and has great potential as an upland disposal site for the dredged material. The consultant proposes that this site be designed for the mechanical placement of the material under the following scenario. Material would be dredged from the channel using either a backhoe type excavator working from a waterborne platform or a derrick crane. The material would then be placed onto flat deck barges. The barges would then be towed to areas alongside the levee separating the airport site from the Creek for offloading. Two potential offloading sites exist where there is no vegetation between the channel and the levee. The material could be offloaded at one or both of these locations using a long reach excavator placing material into articulated dump trucks. The trucks would then haul the material to various reaches of the disposal site in order to equally distribute it. Dozers would work the material after the trucks dump it. K-rail barriers or other portable or temporary toe-berm structures would be installed along the perimeter of the site as needed to contain the material.

#### **Information to be Provided by the County**

The County will provide the following to the Consultant:

- All necessary “Front-end specifications” including invitation to bid, instructions to bidders, general conditions, supplementary conditions, contract clauses, construction contract needed for the construction documents
- Digital ortho-photo base maps of the project area
- Permit files from previous dredging episodes
- Previous geotechnical reports on the project area
- Previous dredging construction documents (1981, 1992/4)
- Right of entry or other property access permits or agreements

## **Task-Based Scope**

### **Task 1 - Project Study Report**

A Project Study Report (PSR) will be prepared that will identify and evaluate concept design issues and major issues affecting project budget, construction phasing and schedule. In preparing this report, the Consultant will review available existing data and documents including the plans and specifications from the previous dredging episodes (1981 and 1992/4). The development of the PSR will include the following subtasks:

#### **1.A Hydrographic Survey**

This task includes performing a condition survey as part of the Project Study Report submittal in order to account for any shoaling that may have occurred since the 2005 survey and to update the quantities that Gahagan & Bryant Associates (GBA) calculated in 2005. GBA will utilize the same control, confirm that the elevations are still valid, and apply a weighted average adjustments to the tidal water surface elevations based on a previous tidal study. GBA will monitor tidal elevations at the upstream and downstream locations simultaneously to within a maximum 0.1' change in tide or every 4 minutes (whichever is more stringent) either manually or with use of an automatic tide gauge.

The horizontal positioning system will be NAVSTAR GPS with U.S. Coast Guard Differential Beacon. Plane, grid, bearings and coordinates will be based on the State of California Coordinates System (Lambert Conformal Projection), Zone III, NAD 83 as described in Special Publication No. 253, published by the National Ocean Survey.

For the condition survey sounding lines will be run perpendicular to the channel centerline will be obtained at not greater than 200' increments and at all channel angle points with soundings not greater than 5 feet apart along the survey line (most soundings will be obtained at an interval of 1.5' to 2'). Approximately 85 cross-sectional survey lines are planned for the condition survey. All cross-sectional survey lines will be run a minimum distance of 50 feet beyond the toe of the channel where accessible. Additionally, survey lines will be run parallel to and along the dredging prism toes and centerline.

#### **Deliverables**

- Condition Survey (as a section in the PSR)

#### **1.B Geotechnical Data Review**

In order to make efficient use of any subsurface investigation, consultant will collect all available geotechnical data including a John C. Hom & Associates geotechnical report for the Airport site dated May, 2005; an existing Kleinfelder geotechnical report dated May 8, 2000, a geotechnical report by Woodward, Clyde & Associates dated 1955, a geotechnical report by Woodward-Clyde-Sherard and Associates dated 1962, as and published geologic maps. Consultant will also review any additional geotechnical data relative to the area made available by the County.

Consultant will conduct a thorough on-site reconnaissance of the dredge site and disposal area to identify areas of potential concern from a dredge or shoreline slope stability standpoint. We will also observe conditions at the proposed transfer and disposal sites. Based on the existing data site

reconnaissance consultant will provide preliminary geotechnical consultation to the design team and develop a specific work plan to address any geotechnical engineering issues identified.

#### **Deliverables**

- Geotechnical section in the PSR

### **1.C Environmental Site Constraints Analysis**

Consultant will develop background studies to determine environmental resources in the project area potentially affected by the dredge and disposal project. The studies will identify methods to avoid impacts and potential mitigations if avoidance is not possible. Background studies will also include identification of the applicable federal, state, and local plans and statutes. Consultant will also review background information provided by the County for use in determining resources and potential impacts, including but not limited to the previous Army Corps of Engineers permitting package and previous dredging design work.

Consultant will complete the following background studies for the PSR:

- **Biological Resources.** Review databases and existing information (California Natural Diversity Database and information from the County, Department of Fish and Game (DFG), and the U.S. Fish and Wildlife Service (USFWS)) and complete field evaluations for special status plants and animal species in Las Gallinas Creek and the airport materials disposal site. Fisheries and aquatic resources will also be addressed in the background study. Contact local biologists from DFG, NOAA-Fisheries, and USFWS to informally consult with them regarding species and confirm concerns or specific knowledge of sensitive species.
- **Clapper Rail Habitat Evaluation.** Review existing information regarding habitat and habitat use of the site. Gather additional site information to determine use of the site by clapper rail and habitat characteristics.
- **Wetland Resources.** Complete a wetlands and waters survey of the dredge and disposal area and complete a wetlands delineation map for submittal to the Army Corps of Engineers.
- **Water Resources.** Review existing information on airport stormwater drainage issues and identify regulatory compliance requirements. Assess the potential hydrology and water quality impacts associated with dredge and disposal operations. Identify mitigation measures or design features that appear necessary to meet regulatory requirements and reduce potential impacts.
- **Cultural Resources.** Complete a database search for potential archaeological or historic resources in the project area, and complete a field evaluation if necessary to determine presence of these resources.
- **Land Use Compatibility.** Identify land use issues associated with the dredging of Las Gallinas Creek and the disposal at the airport site. Evaluate potential impacts associated with compatibility of disposal at the airport, and identify potential conflicts or impacts due to dredging related noise, work windows, air quality, utility conflicts, and conflicts related to recreational use and dredging operations.

#### **Deliverables**

- Environmental Constraints Analysis (as a section in the PSR)

### **1.D Permitting Overview**

Consultant will complete a Permitting Technical Memorandum (TM) as part of the Report which will identify the entities or agencies with jurisdiction or approval authority for the project. The TM will include a table of permits indicating the need for the permit, the date by which the permit application needs to be submitted, the review period, and the estimated fees. In addition, we will provide a narrative for each permit describing how the County can minimize permit and mitigation expenses and delays. The TM will explore the benefits of submitting a Joint Aquatic Resource Permits Application (JARPA) for the agencies with jurisdiction over projects that may affect “waters of the state”. We anticipate that the

JARPA application will be the most efficient mode for permitting the water-related elements of the project.

**Deliverables**

- Permitting TM (as a section in the PSR)

**1.E Topographic Survey and Mapping**

In conjunction with the hydrographic survey (1.A), consultant will perform a select topographic survey of critical levee locations (possible off-loading points for the dredging operations) as well as a select elevation survey of the disposal area. Benchmarks and survey datums will be coordinated with the hydrographic surveying efforts. The consultant will coordinate the identification of underground and overhead utility channel crossings by contacting various utilities and coordinating with Underground Service Alert - "USA." The Team will also review and update the utility crossings listed on previous dredging plans issued by the County. The topographic survey will include locating and mapping of the marked utilities in the project area.

**Deliverables**

- Airport Site Topographic Base Map (as a section in the PSR)

**1.F Alternative Analysis and Project Study Report (PSR) Preparation**

As part of this subtask, the consultant will evaluate the channel geometry (dredging section and alignment), as well as evaluate possible dredging methods for the project. The consultant will review both the typical dredging section and the channel alignment. The consultant will evaluate adjusting the side slopes to 3H:1V and in some places to 2H:1V. This change in the side slope will greatly reduce the volume of dredging resulting in a less expensive project. The consultant will evaluate adjusting the centerline of the proposed channel to be dredged to match the natural thalweg of the creek in order to reduce the amount of dredged material required to provide safe navigation.

All proposed channel geometry design changes will be accomplished in accordance with the California Division of Boating and Waterways, industry standards and in coordination with the homeowners utilizing the channel. The consultant will evaluate mechanical and hydraulic placement at the disposal site.

**Deliverables**

- Project Study Report (draft)
- Project Study Report (final)

**Task 2 - Plans, Specifications & Estimates**

The design team will coordinate with our environmental team, regulatory agencies, County staff, homeowners and any other third-party stakeholders to ensure that the contract drawings and specifications adequately provide direction to the Contractor for a successful construction project. It is assumed that mechanical placement of dredged material is the preferred placement method for this project.

**2.A 50%, 95% and Final PS&E**

Based on our understanding of the project we have prepared a preliminary plan sheet set based on a 1 to 100 scale (1" = 100') as follows:

- T1 Title Sheet and Overall Site Plan, Vicinity and Location Map
- G1 Abbreviation, Symbols, and Notes
- C1 Disposal Site Plan
- C2 Channel Dredging Plan – showing soundings and channel limits (1" = 100')
- C3 Channel Dredging Plan –
- C4 Channel Dredging Plan – ""



C5	Channel Dredging Plan – ""
C6	Channel Cross-Sections – (1" = 20' H, 1" = 4' V scale)
C7	Channel Cross-sections
C8	Channel Cross-sections
C9	Channel Cross-sections
C10	Channel Cross-sections
C11	Channel Cross-sections
C12	Channel Cross-sections
C13	Other Details

The final scale for the plans will be determined and approved by the County at the 50% design stage. All plans will be performed in accordance with Marin County drafting standards, format and conventions. Final Plans will be computer-drafted with Autodesk 2006 for standard 22" X 34" plan. The following technical specification sections will be developed for this project:

01270	Measurement and Payment
01330	Submittal Requirements
01355	Environmental Protection and Mitigation
01360	Hydrographic Surveying
01450	Quality Control Requirements
02310	Dredging Procedures
02300	Disposal Site Handling Procedures

The specifications will be prepared using MS Word in both electronic and hard-copy versions. In addition to the technical specifications, we will prepare a bid schedule (bid item sheet) for the project. Our cost estimate will provide the detailed calculations for each bid item.

**Deliverables**

- 50% PS&E            22x34 bond    5 sets (assumes 15 sheets)
- 95% PS&E            22x34 bond    5 sets (assumes 15 sheets)
- Final PS&E            22x34 Mylar    1 set (one CD, one Mylar stamped)

**2.B Optional Task - Hydraulic Placement Design**

If mechanical placement at the disposal site becomes an unacceptable alternative, hydraulic placement will be required. This task will include additional engineering to develop the plans and specifications. These additional engineering tasks include:

- Analysis and design of containment berms
- Stability analysis of existing levee
- PCDDF computer modeling to evaluate desiccation, drying and consolidation characteristics of dredged sediments
- Incorporation of hydraulic design aspects into the plans and specifications

**Task 3 - Environmental Compliance – Initial Study**

The following is a tentative time estimate for completion of the work program. Consultant will not initiate work on this project until an Agreement is signed with Marin County. We will begin the background studies upon execution of the contract. Background studies will be produced as part of the Project Study Report, and the Project Study Report will be completed in March 2009. Once the Project Study Report is approved by the Flood Control County, Consultant will develop the plans and specifications to design the dredge and disposal project. We will begin the CEQA process when the Engineering Design team completes the 50% design and submits it to the County for review. The schedule can be further modified by mutual consent of the County and Consultant.

**Proposed Environmental Compliance Schedule**

<u>Prepare PSR/Background Studies (Task 1.C)</u>	<u>20 weeks</u>
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<b>Subtotal</b>	<b>20 weeks</b>
Draft Project Description (Task 3.A)	1 week
County Review Project Description	1 week
Prepare Admin Draft Initial Study (Task 3.B)	6 weeks
County Review Admin Draft Initial Study	2 weeks
Submit Draft Initial Study (Task 3.C)	1 week
County Review Draft Initial Study	2 weeks
<u>Final Initial Study and Recommendation Memo</u>	<u>1 week</u>
<b>Subtotal</b>	<b>14 weeks</b>
Prepare Draft Negative Declaration (Optional Task 3.D)	2 weeks
Notice and Circulation of Draft Negative Declaration	4 weeks
Review Written Comments Received on Draft Neg Dec	1 week
<u>Prepare Written Responses to Comments Received</u>	<u>3 weeks</u>
<b>Total</b>	<b>43 weeks</b>

Tasks 3.A, 3.B, 3.C, 3.D are described below:

### 3.A Prepare Project Description

Develop the Project Description including the project purpose and need and project goals and objectives. The Project Description would be the basis for the Initial Study and would define the scope of the project under CEQA. Information provided in the background study will be used to guide development of the Project Description as well as information from the geotechnical and hydrographic and survey information. The Project Description will describe the limits of the dredge operations in terms of physical area, work methodology, and work time limits. The Project Description will also describe the disposal site characteristics and the methods to deliver and distribute disposal material at the site. The Project Description will also include identification and description of buffer zones and work area exclusion zones and the mitigation measures that have been incorporated into the project.

Consultant will conduct a site visit and kickoff meeting with the County (Environmental staff and Flood Control County staff) to discuss the Project Description and review the proposed project. Consultant will submit the Project Description to the Marin County Environmental Coordinator for review and approval. We will incorporate comments and make changes as directed by the County and include the final Project description in the Administrative Draft Initial Study.

#### Deliverables

- Draft Project Description
- Site Visit/Kick-Off meeting (1)

### 3.B Prepare Administrative Draft Initial Study

Once the Project Description has been affirmed, Consultant will begin work on the Initial Study. The Initial Study will begin with an overview of the environment of the project area and the project description. It will include a planning policy analysis including a discussion of project consistency with the policies of the Marin Countywide Plan. The policy analysis will also address consistency with the Local Coastal Program. The Initial Study will include a summary of the impacts that are less than significant, and the impacts that are potentially significant and the mitigation measures available to reduce the impacts to less than significant levels.

Consultant will complete an Administrative Draft Initial Study containing all of the sections mandated by CEQA.

Aesthetics	Agricultural Resources	Air Quality
Biological Resources	Cultural Resources	Geology/Soils
Hazards and Hazardous Materials	Hydrology and Water Quality	Land Use/Planning
Mineral Resources	Noise	Population and Housing
Public Services	Recreation	Transportation/Traffic
Utilities/Service Systems	Mandatory Findings of Significance	

**Deliverables**

- Administrative Draft Initial Study

**3.C Prepare Initial Study**

Consultant will submit the Draft Initial Study to Marin County Environmental staff for review and comment. We will meet with Marin County Environmental staff and the Flood Control County staff to discuss the findings of the analysis presented in the Administrative Draft Initial Study. We will incorporate comments from the County and make the necessary changes, corrections, and revisions as directed by the County.

Consultant will complete a memo to the County detailing the recommendations on the appropriate CEQA document and submit the memo with the Initial Study. We can meet with the County to discuss the next steps in the CEQA process following completion of the Initial Study and determination of the appropriate CEQA document.

**Deliverables**

- Initial Study
- CEQA Recommendation Memo and Meeting (1)

**3.D Optional Task Mitigated Negative Declaration**

If the County determines that Proposed Mitigated Negative Declaration is the appropriate CEQA document then the following scope could be used. Consultant would gladly submit a budget necessary to complete the following tasks for the County:

- Prepare a Mitigation Monitoring Program using the County’s preferred format.
- Prepare a Draft Negative Declaration which would consist of the County’s Negative Declaration form, Initial Study, and Draft Mitigation Monitoring Program. Consultant would submit the draft documents to the County for review and comment.
- Consultant would incorporate the comments received on the draft documents, and prepare and deliver one camera-ready and one electronic copy of the Final Mitigated Negative Declaration. The County would be responsible for production and distribution of the document.
- Prepare the Notice of Availability and Intent to Adopt a Mitigated Negative Declaration to include with distribution of the Proposed Mitigated Negative Declaration.
- Assist the County with development of the distribution list and assist with distribution of the document and for distribution of the Notice of Intent to Adopt.
- Attend one public meeting.
- Respond to comments received during the agency and public comment period and from the public meeting.
- Prepare the Final Negative Declaration
- Prepare or assist in the preparation of a Resolution to adopt the Negative Declaration and in the preparation of the mitigating conditions for action of the project.
- Prepare the Notice of Determination to be used once the Negative Declaration is adopted and the project approved.
- Prepare the Certification of Fee Exemption for the Department of Fish and Game.

## **Task 4 - Permits/Approvals**

### **4.A Sediment Sampling and Analysis Plan**

This task is required for the evaluation of creek sediment quality and potential water quality impacts for Dredge Material Management Office (DMMO) approval. It involves the preparation of a Sampling and Analysis Plan (SAP), which details data requirements, the approach, quality assurance/quality control (QA/QC) requirements, and methods to be employed for the investigation. The SAP will also discuss any existing and available data from previous dredge material studies conducted for Las Gallinas Creek. This task also includes the actual collection of sediment and water samples for subsequent laboratory testing (chemical and biological testing) of these samples.

The SAP that will include all the necessary information required by the San Francisco County USACE Public Notice 99-4. The SAP will follow guidance set forth in the Inland Testing Manual (ITM) with further guidance from Public Notice 01-01 for the San Francisco Bay Region. Upon approval of the SAP, field sampling effort will begin. Based on an estimated dredge quantity of 200,000 cubic yards, and guidance from PN 01-01, 12 core samples will need to be collected to project depth plus two feet for overdredge allowance. Core samples will be collected with a 4-inch diameter electric vibracore from the survey vessel Prophecy. These core samples will be composited down to four samples for chemical and biological testing.

#### **Deliverables**

- SAP (assumes a total of 12 cores)

#### **4.A.1 Optional Task - Additional Sampling (beyond 12 cores)**

This optional task includes sampling of four (4) additional cores if the total dredge quantity exceeds 200,000 CY.

### **4.B SAP Laboratory Testing**

All four composite samples formed will be subjected to bulk sediment chemical analyses. Included with the chemical analyses will be grain size distribution, total solids, total organic carbon, metals, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), speciated butyltins, and chlorinated pesticides. To assess the leaching characteristics of soluble metals, a modified waste extraction test, using DI water as the extractant (DI-WET), will also be performed on the composite samples.

#### **Deliverables**

- SAP (assumes a total of 12 cores)

#### **4.B.1 Optional Task - Additional Laboratory Testing (beyond 12 cores)**

This task includes the laboratory testing on four (4) additional core samples.

#### **4.B.2 Optional Task – Additional Laboratory Testing (hydraulic placement)**

To assess the leaching characteristics of soluble metals, a modified waste extraction test, using DI water as the extractant (DI-WET), testing will be performed on the composite samples. To cover requirements for evaluation of water quality impacts from the return of decant water to the Creek, an effluent elutriate extraction on the composite sediment samples will be performed. The extracts would be subjected to dissolved metals analysis and water column bioassays using a mysid shrimp that are tolerant to a wide range of salinity conditions.

### **4.C DMMO Reporting and Approval**

Once data from all tests have been received and evaluated, a report will be generated that summarizes and discusses the sample and QA/QC results and details the procedures used. The report will include all of the elements recommended in PN 01-01 and will be formatted in traditional style acceptable to the DMMO: Introduction, Methods, Results and Discussion. Individual sampling stations will be tabulated by

date and time collected, precise position, mudline depth and core length. The narrative text will include sections on project description, site history, analytical and bioassay methods descriptions, results and discussion. The discussion section will indicate whether samples have met criteria for disposal, and will characterize chemical data in terms of existing guidelines for evaluation of sediment contaminant levels. Analytical chemistry values for all analytes will be presented by composite in summary tables, including target and achieved reporting limits. Detailed laboratory reports of analytical chemistry and complete biological test data will be presented in separate appendices. The appendices will contain detailed analytical chemistry and biological testing QC elements. Both a hard copy and CD of the report will be provided to the DMMO for review. Prior to submittal to the DMMO, draft copies of the report will be distributed to Public Works staff for review. Once submitted to the DMMO, the KLI Project Manager will attend the first available DMMO meeting to present the results and if necessary, clarify any of the methods and results.

#### **Deliverables**

- SAP (assumes a total of 12 cores)

#### **4.C.1 Optional Task – DMMO Reporting for Hydraulic Placement**

This task will include necessary reporting for additional laboratory performed in task 4.B.2.

#### **Deliverable:**

- Revised DMMO Report

#### **4.D JARPA/Combined Dredging/Disposal Permit Application**

Our team will prepare the appropriate permit application which appears to be either a JARPA or Combined Dredging/Disposal application package. The Combined Dredging/Disposal application package would be used to secure the following permits: 1) a Section 404 or Section 10 dredging authorization by the San Francisco County of the Army Corps, 2) an administrative dredging permit from the San Francisco Bay Conservation and Development Commission, and 3) a dredging project lease from the State Lands Commission. The application would also serve as a functional equivalent to a San Francisco Regional Water Quality Control Board water quality certification or waste discharge requirements. We will develop the appropriate permit application package including the required exhibits and graphics and submit the application on behalf of the County. Our team will work with the permitting agencies to negotiate the permit conditions and secure the permits. We will conduct field visits as necessary, and our scope includes a field meeting we each agency. We plan to conduct joint field meetings with the permitting agencies to increase efficiency in permitting

#### **Deliverables:**

- Combined Dredging Disposal Permit Application

#### **4.E Individual Permits**

We will submit individual permit applications for agencies which do not utilize the combined application package. We expect to complete and submit application packages for:

- US Coast Guard for construction impacts to navigable waters
- Federal Aviation Administration for potential effects at the San Rafael Airport
- City of San Rafael for construction-related activities within the City limits.

#### **Deliverables:**

- Individual Permit Applications, total of 3 (USCG, FAA, City of SR)

#### **4.F Optional Task – Species Specific Protocol Surveys**

Consultant will complete special status plant surveys as required to secure necessary permits, and we will identify and delineate buffer zones if needed. Consultant can complete protocol-level preconstruction surveys for clapper rails which will likely be required given the heavy use of the riparian vegetation along Las Gallinas creek and near the San Rafael Airport by nesting birds. We will prepare the

necessary reports for the clapper rail surveys as well as delineate occupied habitat, identify and delineate the necessary buffer zones during dredging operations to ensure that the permit requirements are met and reported to the permitting agencies.

**Deliverables:**

- Species Survey Report

**Task 5 - Construction Management**

During the construction phase of the project, the Consultant will limited provide construction management services. These services will include:

**5.A Respond to RFIs**

This includes receiving and responding to a total of 10 contractor Requests for Information (RFIs) during construction.

**Deliverables:**

RFI responses

**5.B Review Submittals**

This task includes reviewing a total of 5 submittals from the contractor.

**Deliverables:**

Submittal Review Comments

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE<sup>1</sup>**

<b>Contract Component</b>		<b>Cost</b>
Las Gallinas Project		
Task 1 Project Study Report		
Task 1.A	Condition Hydrographic Survey	\$24,850
Task 1.B	Geotechnical Data Review and Site Recon	\$18,195
Task 1.C	Environmental Background Studies	\$35,532
Task 1.D	Permitting Memo	\$6,970
Task 1.E	Topographic Surveying and Mapping	\$9,540
Task 1.F	Alternatives Analysis and PSR	\$49,790
Task 2 Plans, Specifications and Cost Estimates		
Task 2	Plans, Specifications, and Cost Estimate (50%, 95%, final)	\$62,699
<i>Task 2.A</i>	<i>Hydraulic Design and revised PS&amp;E</i>	<i>\$49,940</i>
Task 3 CEQA Compliance		
Task 3.A	Prepare Project Description	\$6,406
Task 3.B	Prepare Administrative Draft Initial Study	\$10,490
Task 3.C	Prepare Initial Study	\$2,100
<i>Task 3.D</i>	<i>Mitigated negative Declaration</i>	<i>\$10,945</i>
Task 4 Permitting		
Task 4.A	SAP (plan and field sampling – 12 cores)	\$19,263
<i>Task 4.A.1</i>	<i>SAP Sampling (4 additional cores)</i>	<i>\$4,867</i>
Task 4.B	SAP Laboratory Testing (12 cores)	\$6,492
<i>Task 4.B.1</i>	<i>SAP Lab Testing (4 additional cores)</i>	<i>\$1,972</i>
<i>Task 4.B.2</i>	<i>SAP Lab Testing (hydraulic)</i>	<i>\$14,847</i>
Task 4.C	DMMO Reporting	\$21,707
<i>Task 4.C.1</i>	<i>Additional DMMO Reporting</i>	<i>\$6,661</i>
Task 4.D	JARPA Permit Application	\$19,127
Task 4.E	Individual Permits	\$10,030
Task 5.A	Respond to RFIs	\$3,894
Task 5.B	Review Submittals	\$2,960
<b>Total Cost (w/o Optional Tasks)</b>		<b>\$310,045</b>
<b>Total Cost of Optional Tasks</b>		<b>\$104,308</b>
<b>Total Cost ( w/all Optional Tasks)</b>		<b>\$414,353</b>

<sup>1</sup> This is a time and materials contract with a maximum not to exceed sum indicated in Section 4 of this agreement. Payments shall be made to contractor upon receipt of monthly, itemized invoices for Consultant's services, reimbursable expenses and services of subconsultants.

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER**

CONTRACTOR: Winzler & Kelly Consultant Engineers

CONTRACT TITLE: Las Gallinas Creek Maintenance Dredge Project

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>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>	\$	
<b>Professional Liability Deductible</b>	<input checked="" type="checkbox"/>	<b>\$250,000</b>	

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

The Contractors' deductible for Professional Liability Insurance is \$250,000; this is a contract for design and environmental services.

Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_