

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 264

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND MARK THOMAS & COMPANY, INC. FOR THE PREPARATION OF RECORD DRAWINGS AND RIGHT-OF-WAY CLOSEOUT DOCUMENTS FOR THE I-80/NORTH TEXAS STREET INTERCHANGE AND NORTH TEXAS STREET/NELSON ROAD REALIGNMENTS AND MANUEL CAMPOS PARKWAY EXTENSION PROJECT

WHEREAS, the City requires the services of an engineering consulting firm to provide record drawings and right-of-way closeout documents for the I-80/North Texas Street Interchange and North Texas Street/Nelson Road Realignments and Manuel Campos Parkway Extension Project; and

WHEREAS, this Consultant Services Agreement with Mark Thomas & Company, Inc. will provide the record drawings and right-of-way closeout documents for that project; and

WHEREAS, the revised appropriations constitute an update to the 2014/15 Budget approved pursuant to Resolution No. 2014-140 as amended.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement with Mark Thomas & Company, Inc. for the preparation of record drawings and right-of-way closeout documents for the I-80/North Texas Street Interchange and North Texas Street/Nelson Road Realignments and Manuel Campos Parkway Extension Project, in an amount not to exceed \$82,816.76.

Section 2. The City Council hereby approves the appropriation of \$30,000 in unrestricted fund balance in Fund 252 Streets Capital Projects for the consultant services agreement with Mark Thomas & Company Inc.

| | CURRENT | REVISED |
|-----------------------------------|----------|----------|
| Fund 252 Streets Capital Projects | \$60,000 | \$90,000 |

Section 3. The Public Works Director is hereby authorized to implement the above mentioned agreement and administer a management reserve up to \$7,183.24, as needed.

PASSED AND ADOPTED this 2nd day of December 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: NONE

Sam, T. Pro
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK
pw

CONSULTANT SERVICES AGREEMENT

I-80/N. TEXAS STREET INTERCHANGE RECORD DRAWINGS AND RIGHT OF WAY CLOSEOUT DOCUMENTS

THIS AGREEMENT is made at Fairfield, California, as of December 9, 2014, by and between the City of Fairfield, a municipal corporation (the "CITY") and Mark Thomas & Company, Inc. ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A." The agreement will terminate on December 2, 2015.

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

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

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

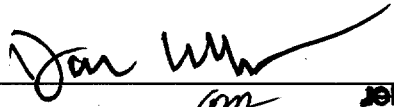
5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

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

7) **TERM**. This agreement shall be in effect until December 2, 2015.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: 
CONSULTANT **David A. White**
City Manager

By: 
Mark Thomas & Company, Inc.

EXHIBIT "A"

SCOPE OF SERVICE

Task 1 – State Excess Land Parcel (DD-J00712-01-02)

Task 1A: Prepare Director's Deed

Prepare State Director's deeds for the parcel of land owned by the State of California (Caltrans) that has been designated State Excess Lands due to the I-80/North Texas Interchange and North Texas Street/Nelson Road Realignments and Manual Campos Parkway Extension Project. Submit to Caltrans for approval as to form and content.

Task 1B: Prepare Drainage Easement Vacation Document

Prepare documents for the vacation of a 10-foot drainage easement located adjacent to the Caltrans parcel in the N. Texas Street area.

Task 2 – Record of Survey (S-847)

Prepare Record of Survey Map (ROS) and set up to eleven (11) right-of-way monuments in conjunction with the ROS for the parcel that is being transferred from the City of Fairfield to Caltrans. Submit ROS to Solano County for filing along with the required map checking fee.

Task 3 – Right of Way Record Map and Transfer Document (62361)

Revise the right of way record map and transfer document in response to Caltrans comments. Submit record map to the City in AutoCad and submit the transfer document as a pdf.

Task 4 – Clearing the Exception in the Title Report

Review title reports (3) to confirm that the land being transferred to Caltrans is "clean" in regards to title.

Task 5 – Relinquishment Parcel No. 56113

Prepare documents for the relinquishment of a portion of North Texas Street to Caltrans.

Task 6 – Revisions to Parcel Map

Prepare Tentative Parcel Map (up to 3 revisions) and Final Map (up to 3 versions) for parcels in the project area. Identify easements in the various title reports to determine the necessity of vacation by the Parcel Map and determine the exact location of the street right of way by previous deeds and filed maps. Complete the Station Lot Line adjustment that was made part of the Parcel map process including revising the legal

descriptions and exhibits. Prepare the Minor Lot Line Adjustment for the area.

Task 7 – Engineering Support and Record Drawings

Re-stake construction staking as directed by the City of Fairfield. Covert construction drawings prepared in AutoCad to MicroStation to meet Caltrans requirements for as-built drawings. Provide additional plan checking and coordination to verify the accuracy, consistency, and coordination of the plan sets (Schedule A and Schedule B). Prepare the Record Drawings for the I-80/North Texas Interchange and North Texas Street/Nelson Road Realignment and Manual Campos Parkway Extension Project.

EXHIBIT "B"

PAYMENT TERMS

1. The total contract price for services rendered by CONSULTANT under this Agreement shall be for a total not-to-exceed amount of \$82,816.76, at the rates included in the attached schedule of charges.
2. Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices in a format suitable to the CITY for the same.
3. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the CITY.

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

10) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from the CONSULTANT'S willful misconduct, negligent acts, errors, omissions, ultra-hazardous activities, activities giving rise to strict liability, or negligent defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

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

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

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

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

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

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

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

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

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

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

1) **MINIMUM SCOPE AND LIMITS OF INSURANCE**

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

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

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

2) **INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence

Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____

MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) **INSURANCE PROVISIONS**

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

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

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure

and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

EXHIBIT A

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "P"

Expires August 31, 2015

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

| | |
|--------------------------------------|-------------------|
| Principal | \$310.00 per hour |
| Structural Manager | 280.00 per hour |
| Engineering Manager IV | 280.00 per hour |
| Engineering Manager III | 240.00 per hour |
| Engineering Manager II | 225.00 per hour |
| Engineering Manager I | 200.00 per hour |
| Survey Manager | 185.00 per hour |
| Engineer X | 200.00 per hour |
| Engineer IX | 190.00 per hour |
| Engineer VIII | 175.00 per hour |
| Engineer VII | 170.00 per hour |
| Engineer VI | 156.00 per hour |
| Engineer V | 142.00 per hour |
| Engineer IV | 130.00 per hour |
| Engineer III | 118.00 per hour |
| Engineer II | 106.00 per hour |
| Engineer I | 98.00 per hour |
| Engineer Technician/Inspector IV | 120.00 per hour |
| Engineer Technician/Inspector III | 110.00 per hour |
| Engineer Technician/Inspector II | 100.00 per hour |
| Engineer Technician/Inspector I | 85.00 per hour |
| Engineer/Survey Technician Assistant | 65.00 per hour |
| Land Surveyor II | 178.00 per hour |
| Land Surveyor I | 145.00 per hour |
| Project Surveyor II | 145.00 per hour |
| Project Surveyor I | 130.00 per hour |
| Survey Technician | 100.00 per hour |
| Construction Inspector | 130.00 per hour |
| PR/Communications Manager | 150.00 per hour |
| Technical Writer | 105.00 per hour |
| Accounting Specialist | 125.00 per hour |
| Clerical/Typist II | 80.00 per hour |
| Clerical/Typist I | 70.00 per hour |
| Messenger | 50.00 per hour |

FIELD

| | |
|----------------------------------|-------------------|
| Single Chief | \$115.00 per hour |
| Single Chainman | 95.00 per hour |
| 1 Person Field Chief and Vehicle | 160.00 per hour |
| 2 Person Field Party and Vehicle | 235.00 per hour |
| 3 Person Field Party and Vehicle | 330.00 per hour |

SPECIAL SERVICES

| | |
|----------------------------------|-------------------|
| Expert Witness | \$375.00 per hour |
| Strategic Consulting (Principal) | \$375.00 per hour |

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

**Printing and Materials, Filing Fees, and
Field Expenses**

-Cost plus 5%

Outside Consultant Fees

-Cost plus 5%

DEPARTMENT OF TRANSPORTATION

DISTRICT 4

RIGHT OF WAY AND LAND SURVEYS

P. O. BOX 23440 MS 11-E
OAKLAND, CA 94623-0440
PHONE (510) 286-5400
FAX (510) 286-4960*Flex your power!
Be energy efficient!*

February 6, 2015

Road 04-SOL-80-PM 20.9
Relinquishment No. 56113
CTC Resolution R-3920, dated January 22, 2015RECEIVED
FEB 10 2015
CITY CLERK, City of FairfieldCity of Fairfield
City Council
1000 Webster Street
Fairfield, CA 94533

This is to advise you that CTC Resolution No. R-3920 of Relinquishment No. 56113, of State Highway Route 04-SOL-80, a portion of Manuel Campos Parkway was recorded on February 6, 2015, under Recorder's Document Number 201500010252 of the County of Solano.

Attached for your file is a copy of the recorded document. With this recordation, all of the State's rights, title and interest in and to the above-mentioned a portion Manuel Campos Parkway, is now vested in the City of Fairfield.

Sincerely,

A handwritten signature in black ink, appearing to read "Toni Scorallo".

TONI SCORALLE
District Office Chief
R/W Engineering, Surveys
And Mapping Services

Enclosures

Subject File

DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY AND LAND SURVEYS
OFFICE OF LAND SURVEYS
1727 30TH STREET
P.O. BOX 168041, MS 35
SACRAMENTO, CA 95816-8041
PHONE (916) 227-7669
FAX (916) 227-7670
TTY 711
www.dot.ca.gov



*Serious Drought.
Help save water!*

RECEIVED

FEB 09 2015

CITY CLERK, City of Fairfield

February 3, 2015

R/W ENGINEERING
Relinquishment
04-Sol-80-PM 20.9
Rel. Req. No. 56113
Collateral Facilities
CTC Res.: R-3920
CTC Date: January 22, 2015

City of Fairfield
City Council
1000 Webster Street
Fairfield, CA 94533

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY

Enclosed for informational purposes only is a certified copy of the above-referenced California Transportation Commission Resolution of Relinquishment. This action was taken in accordance with Section 73 of the Streets and Highways Code.

Your attention is directed to Section 100.9 of the Streets and Highways Code regarding relocated State highways, which bypass cities or business districts. The directional signs erected by the State on such highways shall be left in place and maintained by the local agency.

The relinquishment will become effective upon recordation with the County Recorder. Our District Office will handle the recording and will advise you immediately thereafter.

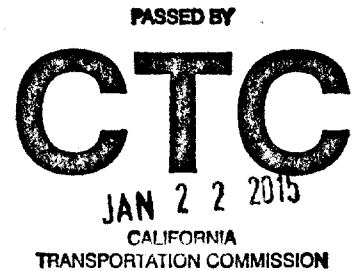
Sincerely,

Handwritten signature of Mark S. Turner in black ink.

for
MARK S. TURNER
Chief, Office of Land Surveys
Division of Right of Way and Land Surveys

Enclosures

TRANSPORTATION COMMISSION
RESOLUTION No. R-3920



RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE
CITY OF FAIRFIELD, ROAD 4-SOL-80-PM 20.9
Request No. 56113

WHEREAS, by letter, dated October 28, 2014, the City of Fairfield waived the 90-day notice requirement and agreed to accept title to highway right of way, consisting of a reconstructed city street, upon relinquishment thereof to said City by the State of California; and

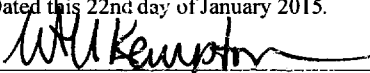
WHEREAS, the State of California has acquired right of way for and the City of Fairfield has constructed the above-mentioned collateral facilities in said City, on Manuel Campos Parkway; and

WHEREAS, this Commission has found and determined, and does hereby find and determine, that it is desirable and in the public interest that said collateral facilities be relinquished to the City of Fairfield for use as a city street;

NOW, THEREFORE, IT IS VOTED by the California Transportation Commission that it relinquish, and it does hereby

relinquish, to the City of Fairfield, effective upon the recordation of a certified copy hereof with the Recorder of Solano County, all of the State of California's right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows:

THIS IS TO CERTIFY that the foregoing resolution was duly passed by the California Transportation Commission at its meeting regularly called and held on the 22nd day of January 2015 in the city of Sacramento and that the foregoing is a full and correct copy of the original resolution.
Dated this 22nd day of January 2015.



WILL KEMPTON, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

**RELINQUISHMENT OF A RECONSTRUCTED
PORTION OF MANUEL CAMPOS PARKWAY
ADJACENT TO INTERSTATE 80
TO THE CITY OF FAIRFIELD**

SEGMENT 1

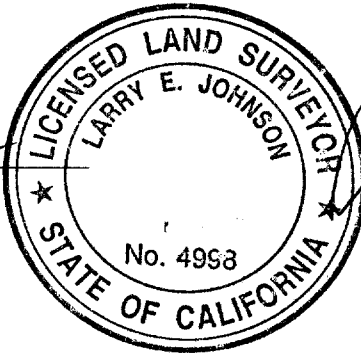
Being a portion of that PARCEL NO. 1 described in the Grant Deed (State Parcel No. 5669A) to the State of California, recorded August 11, 1965 in Book 1352 at Page 365 and a portion of that parcel of land described in the Grand Deed (State Parcel No. 5667) to the State of California, recorded April 3, 1963 in Book 1193 at Page 153, all of Official Records of Solano County, more particularly described as follows:

BEGINNING at the northeasterly terminus of that certain course described as "S. 44°49'59" W., 99.05 feet" in said Grand Deed (State Parcel No. 5667); thence along the general easterly line of said State Parcel No. 5667, South 44°54'21" West, 75.75 feet to the southwesterly right-of-way line of Manuel Campos Parkway as shown on that Parcel Map filed for record in Book 49 of Parcel Maps, at Page 75, Solano County Records, thence leaving said general easterly line of said State Parcel No. 5667, and along the following three (3) courses: (1) North 46°50'15" West, 75.74 feet, (2) North 39°07'22" West, 59.59 feet, (3) North 46°50'15" West, 82.35 feet; thence North 43°09'45" East, 96.02 feet to the general westerly line of PARCEL 3 of California Highway Commission Resolution No. R1047, Request No. 66, recorded October 11, 1967, in Book 1474, Page 547, Official Records of Solano County, and as shown on a map filed on May 16, 1967, in State Highway Map Book No. 6, at Page 131, Solano County Records; thence along said general westerly line and the southerly line of said PARCEL 3, the following two (2) courses: (1) from a radial line that bears North 68°23'00" East; southeasterly along the arc of a circular curve to the right having a radius of 700.00 feet, through a central angle of 12°18'50", an arc distance of 150.44 feet, (2) North 80°39'21" East, 92.09 feet to said general easterly line of said State Parcel No. 5667, thence along said general easterly line South 13°28'06" East, 42.15 feet to the **POINT OF BEGINNING**.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 2. Multiply distance shown by 0.999991 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

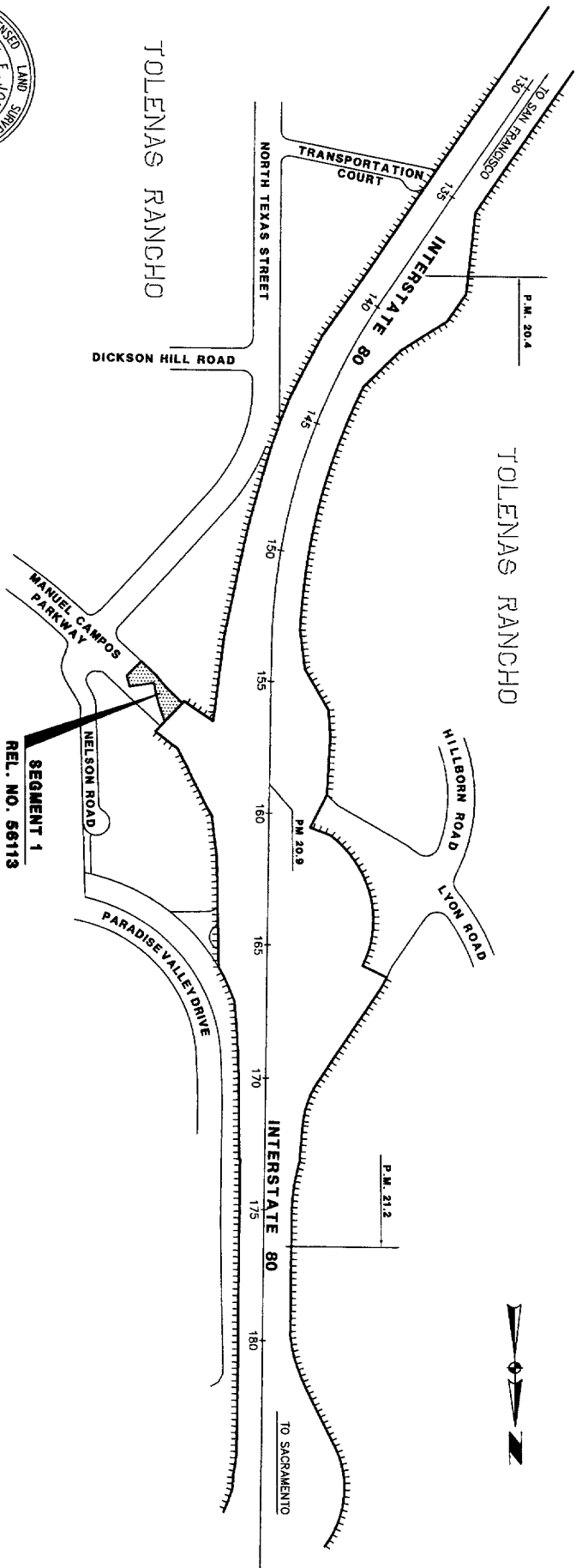
10/22/2014
Date



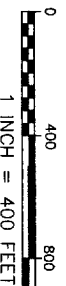
Larry E. Johnson
L.S. No. 4998
Expiration Date: 12-31-2015

COUNTY OF SOLANO
CITY OF FAIRFIELD

MARK THOMAS & COMPANY, INC.
Professional Engineers, Surveyors and Planning Services
3000 Oak Road, Suite 650
Walnut Creek, CA 94597
(925) 938-0833



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
Larry E. Johnson
SIGNATURE DATE 10/22/2014



LEGEND:
 = ACCESS CONTROLLED
 = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD

REL. NO. 56113
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RELINQUISHMENT
TO THE CITY OF FAIRFIELD

IN THE COUNTY OF
SOLANO
ROAD 4-SOL-80-PM 20.9

| | | | | | | | | | | | | |
|---------------------|-----------------------|-------------------|-------------------------------------|----------------|---------|----------|-------|--------|--------------|-------|-----------|--------------|
| M-1589 | REL. NO. 56113 | DRAWN BY: MMP | MAP REFERENCES | | VOUCHER | MONUMENT | OTHER | E.A. | DRAWING DATE | ROUTE | POST MILE | SHEET 1 of 2 |
| CONTRACT NO. 2A0104 | CHECK BY: L.J. | HARD COPY H-10401 | APPRAISAL R-196.60 & 61, R10401-01A | S-338.6, S-847 | | | | 2A0102 | 10/22/14 | 80 | 20.9 | |

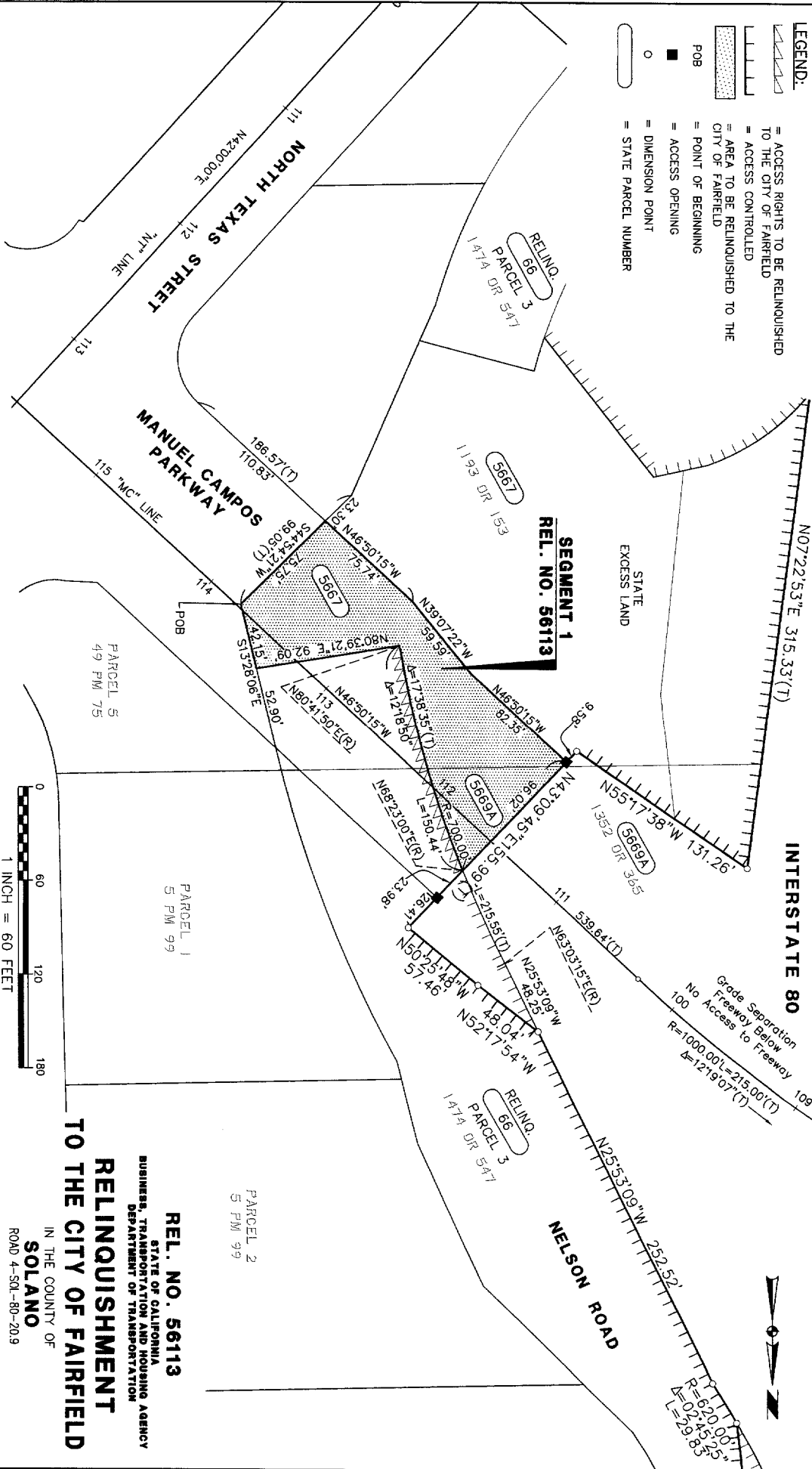
Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 2, CA-HPGN, EPOCH 1991.35. Distances and stationing are grid distances. Multiply distances by 0.999991 to obtain ground level distances.

COUNTY OF SOLANO CITY OF FAIRFIELD

INTERSTATE 80

MARK THOMAS & COMPANY, INC.
 Providing Engineering, Surveying, and Planning Services
 1840 Zanker Road
 San Jose, CA 95128
 (408) 433-5373

- LEGEND:**
- = ACCESS RIGHTS TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
 - = ACCESS CONTROLLED
 - = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
 - = POINT OF BEGINNING
 - = ACCESS OPENING
 - = DIMENSION POINT
 - = STATE PARCEL NUMBER

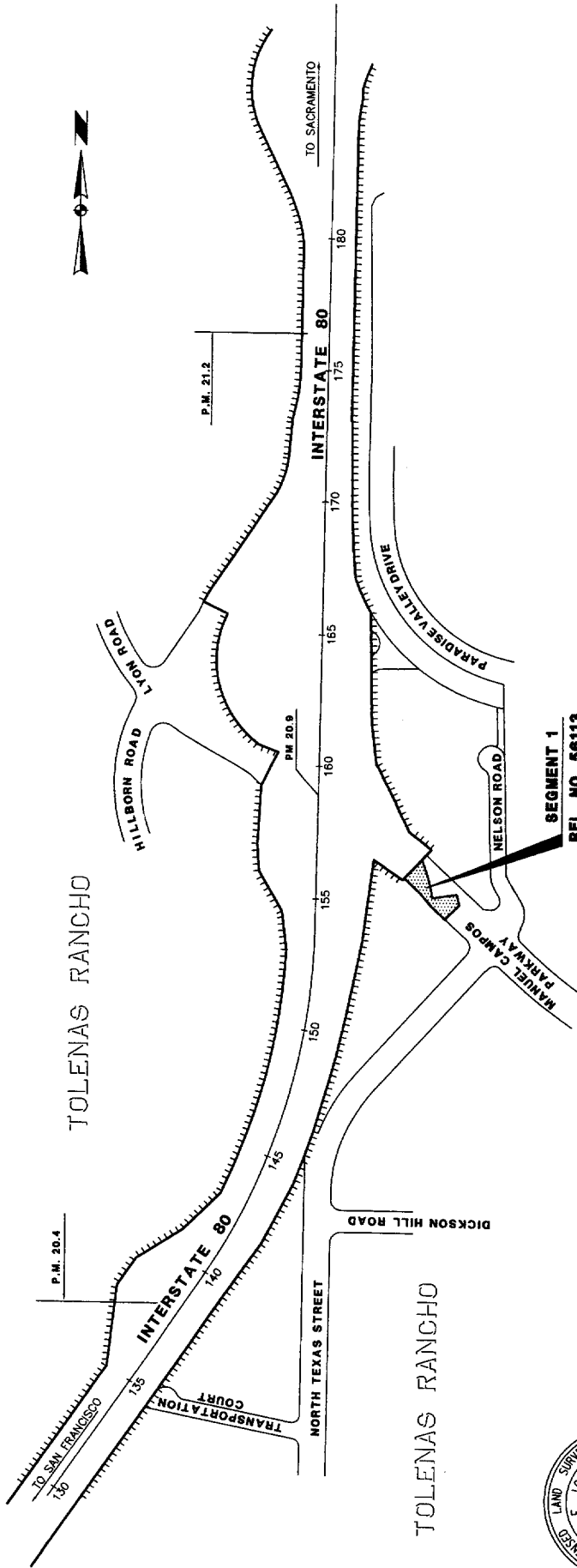


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| M-1589 | REL. NO. 56113 | DRAWN BY: KMP | MAP REFERENCES | | | | E.A. | DRAWING DATE | ROUTE | POST MILE | SHEET 2 of 2 |
| | CONTRACT NO. 2A0104 | CHECK BY: LEJ | HARD COPY H-10401 | APPRAISAL R-196,608/1, R10401-01A | RECORD | VOUCHER S-338.6, S-847 | | | | | |

REL. NO. 56113
 STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
**RELINQUISHMENT
 TO THE CITY OF FAIRFIELD**
 IN THE COUNTY OF
SOLANO
 ROAD 4-SOL-80-20.9

COUNTY OF SOLANO
CITY OF FAIRFIELD

MARK THOMAS & COMPANY INC.
Providing Engineering, Surveys, and Planning Services
3000 Oak Road, Suite 150
Walnut Creek, CA 94597
(925) 938-0085



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

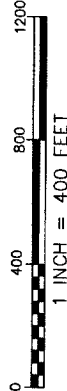
Larry E. Johnson
SIGNATURE
10/22/2014
DATE

REL. NO. 56113
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RELINQUISHMENT
TO THE CITY OF FAIRFIELD

IN THE COUNTY OF
SOLANO
ROAD 4-S01-80-PM 20.9








LEGEND:
 = ACCESS CONTROLLED
 = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD



| | | | | | | |
|---------------|-----------------------|---------------|-----------------------------|--------------------------------------|-------------------|-----------------|
| M-1589 | REL. NO. 56113 | DRAWN BY: MMP | M A P R E F E R E N C E S | | POST MILE 20.9 | SHEET 1 of 2 |
| | CONTRACT NO. 2A0104 | CHECK BY: LEU | HARD COPY RECORD H-10401 | VOUCHER R-196.60 & 61, R10401-01A | | |
| | | APPRAISAL | MONUMENT S-338.6, S-847 | OTHER | ROUTE 80 | |

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 2. CA-HPON, EPOCH 1991.35. Distances and stationing are grid distances. Multiply distances by 0.999991 to obtain ground level distances.

LEGEND:

-  = ACCESS RIGHTS TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
-  = ACCESS CONTROLLED
-  = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
-  = POINT OF BEGINNING
-  = ACCESS OPENING
-  = DIMENSION POINT
-  = STATE PARCEL NUMBER

**COUNTY OF SOLANO
CITY OF FAIRFIELD**

INTERSTATE 80

Grade Separation 109
No Access to Freeway
R=1000.00 L=215.00 (T)
R=1219.07 (T)

N07°22'53"E 315.33'(T)

STATE EXCESS LAND

**SEGMENT 1
REL. NO. 56113**

NORTH TEXAS STREET

MANUEL CAMPOS PARKWAY

NELSON ROAD

PARCEL 1
5 PM 99

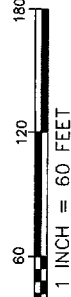
PARCEL 2
5 PM 99

PARCEL 5
49 PM 75

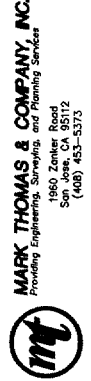
REL. NO. 56113
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**RELINQUISHMENT
TO THE CITY OF FAIRFIELD**

IN THE COUNTY OF
SOLANO
ROAD 4-SOL-80-20.9



| | | | | | | | | | | | | | |
|---------------|-----------------------|---------------|----------------|-------------------------|---------|-------|--------------|----------------|-----------|----------|----|------|--------|
| M-1589 | REL. NO. 56113 | DRAWN BY: MMP | MAP REFERENCES | | | E.A. | DRAWING DATE | ROUTE | POST MILE | SHEET | | | |
| | CONTRACT NO. 2A0104 | CHECK BY: LEJ | HARD COPY | RECORD | VOUCHER | OTHER | MONUMENT | S-338.6, S-847 | 2A0102 | 10/22/14 | 80 | 20.9 | 2 of 2 |
| | | | H-10401 | R-196.60&61, RT0401-01A | | | | | | | | | |



MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying and Planning Services
1980 Zanker Road
San Jose, CA 95112
(408) 453-5373

ORIGINAL

Recorded in Official Records, Solano County

2/06/2015

Marc C. Tonnesen

9:43 AM

Assessor/Recorder

AR16

3F

RECORDING REQUESTED BY

STATE OF CALIFORNIA

P STATE OF CALIFORNIA

WHEN RECORDED - RETURN TO

DEPARTMENT OF TRANSPORTATION

Doc#: 201500010252

Titles: 1 Pages: 5

PO BOX 23440

OAKLAND CA 94623-0440



Fees 0.00

Taxes 0.00

Other 0.00

PAID \$0.00

ATTN: ALICE ZHONG

R/W ENGINEERING

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE
CITY OF FAIRFIELD, ROAD 4-SOL-80-PM 20.9
Request No. 56113

WHEREAS, by letter, dated October 28, 2014, the City of
Fairfield waived the 90-day notice requirement and agreed to
accept title to highway right of way, consisting of a
reconstructed city street, upon relinquishment thereof to said
City by the State of California; and

WHEREAS, the State of California has acquired right of
way for and the City of Fairfield has constructed the above-
mentioned collateral facilities in said City, on Manuel Campos
Parkway; and

WHEREAS, this Commission has found and determined, and
does hereby find and determine, that it is desirable and in the
public interest that said collateral facilities be relinquished
to the City of Fairfield for use as a city street;

NOW, THEREFORE, IT IS VOTED by the California
Transportation Commission that it relinquish, and it does hereby

TRANSPORTATION COMMISSION
RESOLUTION No. R-3920

PASSED BY

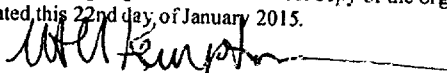
CTC

JAN 22 2015

CALIFORNIA
TRANSPORTATION COMMISSION

relinquish, to the City of Fairfield, effective upon the recordation of a certified copy hereof with the Recorder of Solano County, all of the State of California's right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows:

THIS IS TO CERTIFY that the foregoing resolution was duly passed by the California Transportation Commission at its meeting regularly called and held on the 22nd day of January 2015 in the city of Sacramento and that the foregoing is a full and correct copy of the original resolution.
Dated this 22nd day of January 2015.



WILL KEMPTON, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

**RELINQUISHMENT OF A RECONSTRUCTED
PORTION OF MANUEL CAMPOS PARKWAY
ADJACENT TO INTERSTATE 80
TO THE CITY OF FAIRFIELD**

SEGMENT 1

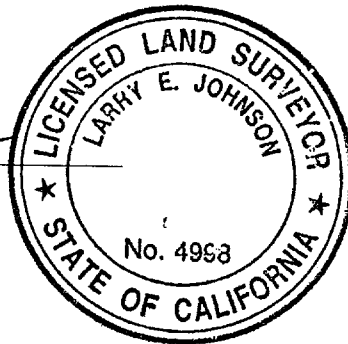
Being a portion of that PARCEL NO. 1 described in the Grant Deed (State Parcel No. 5669A) to the State of California, recorded August 11, 1965 in Book 1352 at Page 365 and a portion of that parcel of land described in the Grand Deed (State Parcel No. 5667) to the State of California, recorded April 3, 1963 in Book 1193 at Page 153, all of Official Records of Solano County, more particularly described as follows:

BEGINNING at the northeasterly terminus of that certain course described as "S. 44°49'59" W., 99.05 feet" in said Grand Deed (State Parcel No. 5667); thence along the general easterly line of said State Parcel No. 5667, South 44°54'21" West, 75.75 feet to the southwesterly right-of-way line of Manuel Campos Parkway as shown on that Parcel Map filed for record in Book 49 of Parcel Maps, at Page 75, Solano County Records, thence leaving said general easterly line of said State Parcel No. 5667, and along the following three (3) courses: (1) North 46°50'15" West, 75.74 feet, (2) North 39°07'22" West, 59.59 feet, (3) North 46°50'15" West, 82.35 feet; thence North 43°09'45" East, 96.02 feet to the general westerly line of PARCEL 3 of California Highway Commission Resolution No. R1047, Request No. 66, recorded October 11, 1967, in Book 1474, Page 547, Official Records of Solano County, and as shown on a map filed on May 16, 1967, in State Highway Map Book No. 6, at Page 131, Solano County Records; thence along said general westerly line and the southerly line of said PARCEL 3, the following two (2) courses: (1) from a radial line that bears North 68°23'00" East; southeasterly along the arc of a circular curve to the right having a radius of 700.00 feet, through a central angle of 12°18'50", an arc distance of 150.44 feet, (2) North 80°39'21" East, 92.09 feet to said general easterly line of said State Parcel No. 5667, thence along said general easterly line South 13°28'06" East, 42.15 feet to the **POINT OF BEGINNING**.

Bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 2. Multiply distance shown by 0.999991 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

10/22/2014
Date

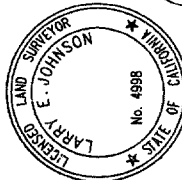
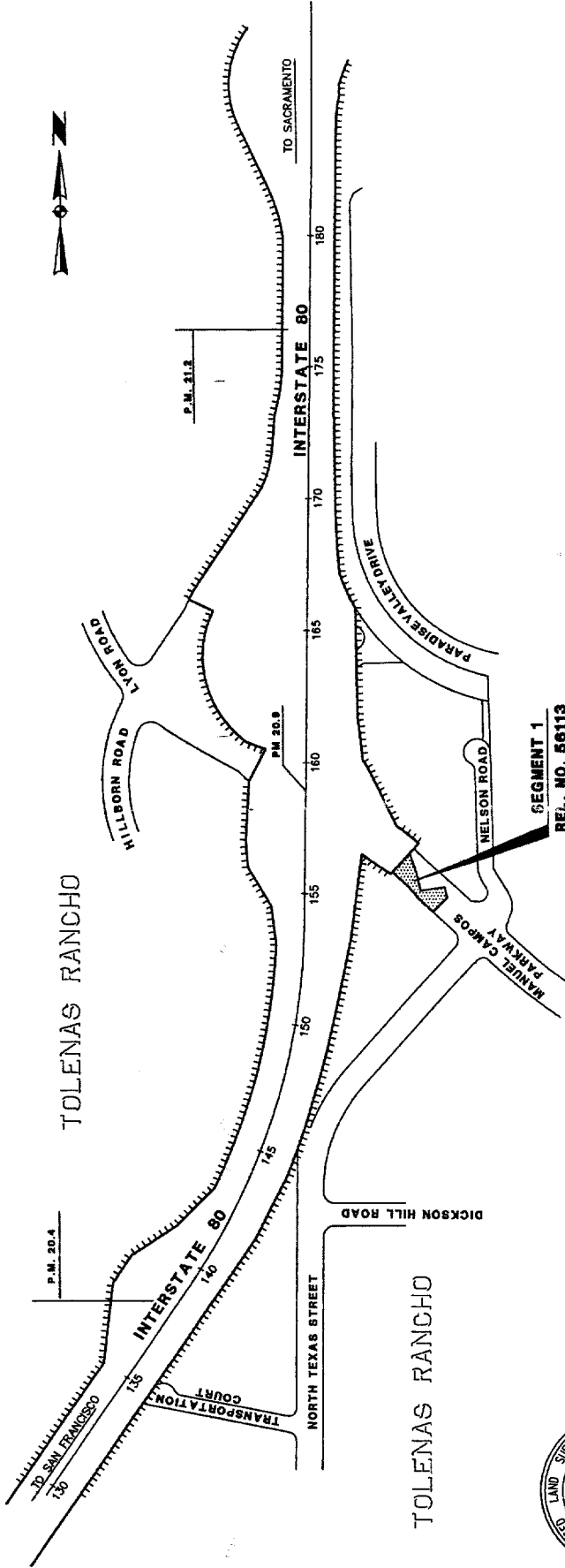


Larry E. Johnson
Larry E. Johnson
L.S. No. 4998

Expiration Date: 12-31-2015

COUNTY OF SOLANO
CITY OF FAIRFIELD

MARK THOMAS & COMPANY, INC.
 Planning Engineers, Surveyors, and Architects
 2020 Oak Road, Suite 800
 Walnut Creek, CA 94597
 (925) 938-0383



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

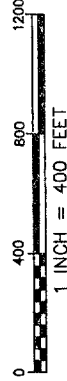
Larry E. Johnson
 SIGNATURE
 DATE 10/22/2014

REL. NO. 56113
 STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

**RELINQUISHMENT
 TO THE CITY OF FAIRFIELD**

IN THE COUNTY OF
SOLANO
 ROAD 4-SOL-80-PM 20.9

LEGEND:
 [Stippled Box] = ACCESS CONTROLLED
 [Dashed Line] = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD



| | | | | | | | | |
|---------------|----------------------------|----------------------|--------------------------------------|-----------------|---------------------|--------------|------------------|---------------------|
| M-1589 | REL. NO. 56113 | DRAWN BY: WMP | M.A.P. REFERENCE: | E.A. | DRAWING DATE | ROUTE | POST MILE | SHEET 1 of 2 |
| | CONTRACT NO. 270106 | CHECK BY: LEJ | RECORD R-196.00 61 R10401-0.A | 2A0102 | 10/22/14 | 80 | 20.9 | |
| | | | VOUCHER S-338.5, S-647 | MONUMENT | OTHER | | | |

Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 2, CA-HPGN, EPOCH 1981.35. Distances and stationing are grid distances. Multiply distances by 0.999991 to obtain ground level distances.

LEGEND:

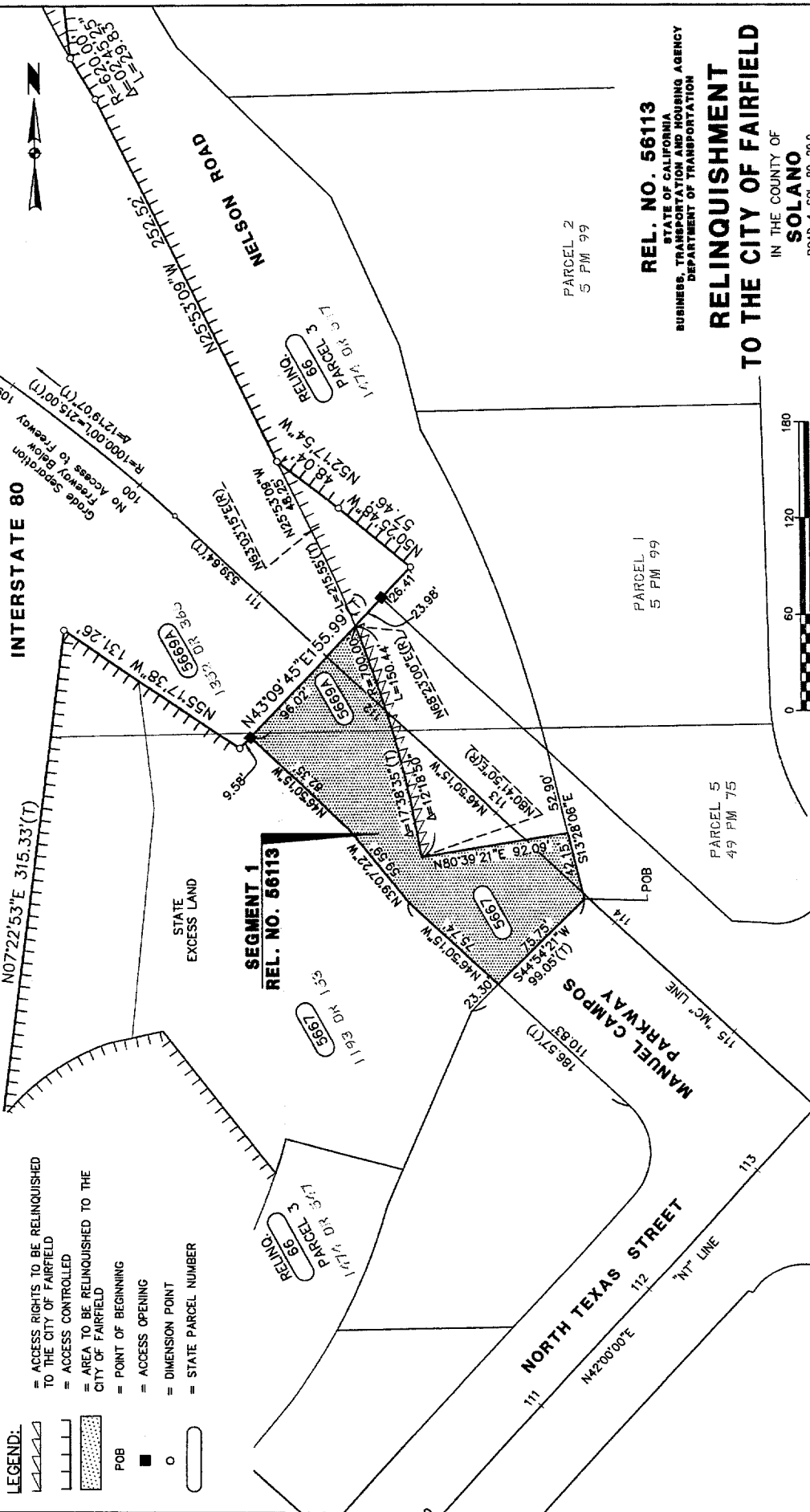
- = ACCESS RIGHTS TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
- = ACCESS CONTROLLED
- = AREA TO BE RELINQUISHED TO THE CITY OF FAIRFIELD
- = POINT OF BEGINNING
- = ACCESS OPENING
- = DIMENSION POINT
- = STATE PARCEL NUMBER

**COUNTY OF SOLANO
CITY OF FAIRFIELD**

INTERSTATE 80

N07°22'53"E 315.33'(T)

R=1000.00'-215.00'(T)
R=1219.07'(T)
Grade Separation
No Freeway Ramp
No Access to Freeway



REL. NO. 56113
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**RELINQUISHMENT
TO THE CITY OF FAIRFIELD**

IN THE COUNTY OF
SOLANO
ROAD 4-SOL-80-20.9

PARCEL 2
5 PM 99

PARCEL 1
5 PM 99

PARCEL 5
49 PM 75



M A P R E F E R E N C E S

| | | | | |
|-----------|-------------------------|----------------|---------|-------|
| HARD COPY | APPRAISAL | RECORD | VOUCHER | OTHER |
| H-10401 | R-186.60&61, R10401-01A | S-338.6, S-347 | | |

| | |
|-----------------------|---------------|
| REL. NO. 56113 | DRAWN BY: MMP |
| CONTRACT NO. 2-10104 | CHECK BY: LEJ |

| | | | | | |
|--------------|----------|-------|----|-----------|------|
| E.A. | 2A0102 | ROUTE | 80 | POST MILE | 20.9 |
| DRAWING DATE | 10/22/14 | | | | |

SHEET
2 of 2

MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying, and Planning Services
1902 Zanker Rd.
Sacramento, CA 95815
(408) 453-5373