MEMORANDUM

TO: CITY COUNCIL

FROM: TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR

BY: JILL MCPEEK, SENIOR CONSULTANT ENGINEER

SUBJECT: CONSIDERATION OF AN AGREEMENT WITH QUINCY ENGINEERING, INC. FOR THE BRIDGE STREET BRIDGE PROJECT

DATE: MAY 22, 2012

RECOMMENDATION:

It is recommended the City Council:

1. approve a budget amendment to include an additional $456,400 of Local Highway Bridge Program (HBP) funds in the FY 2011-12 Capital Improvement Program budget for Preliminary Engineering work on the Bridge Street Bridge project;

2. approve a consultant services agreement with Quincy Engineering, Inc. in the amount of $467,000 for Phase I – Preliminary Engineering & Environmental Clearance and $390,000 for Phase 2 – Final Design PS&E and Permitting for the Bridge Street Bridge project; and;

3. authorize the Mayor to sign the agreement with Quincy Engineering, Inc.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The City was successful in securing $531,400 of Local Highway Bridge Program (HBP) funds for Preliminary Engineering and $2,975,800 for Construction for the Bridge Street Bridge project (no local match required). For Phase I of Preliminary Engineering, it is anticipated $467,000 will be used for the consultant contract and $64,400 will be used for city staff time, costs of copies, and exhibits, and consultant contract management and quality assurance. At the end of Phase I, the City will request an increase in Preliminary Engineering funds in the amount of $390,000 to complete Phase II. Although the majority of staff work will be performed by contract engineering staff that is covered by the grant, additional in-house time will be required for staff management and during environmental review.
BACKGROUND:
Due to various deficiencies, the Bridge Street Bridge is restricted to a 3-ton maximum load limit. Rehabilitation or replacement may both be feasible options to bring the bridge up to standard loading conditions.

In 2005, a Preliminary Engineering Study (PES) was prepared that presents a preliminary set of alternatives and associated costs for rehabilitating or replacing the Bridge Street Bridge. However, further project development was halted due to the required local match funds under the regular Local Highway Bridge Program (HBP).

In July 2010, the City was made aware of an opportunity to receive 100% Federal funding through the use of toll credits for bridges off the federal-aid system. The Bridge Street Bridge fit that category and the City applied for funding and received $75,000 for Preliminary Engineering and $2,975,800 for Construction. The City submitted a subsequent request for additional Preliminary Engineering funding and, as a result, the project is currently programmed for 100% funding for both the Preliminary Engineering phase ($531,400) and Construction phase ($2,975,800) of the project. Preliminary Engineering work includes environmental studies, NEPA/CEQA approval, final design, and other related work, including the cost of advertising leading to physical construction of a project. Construction work includes the actual cost to construct the project itself, construction engineering, and administrative settlement of cost for contract claims.

Authorization to proceed with Preliminary Engineering was received in April 2011, and City and Caltrans staff met on July 12, 2011 to review the alternatives contained in the 2005 PES. Most of the alternatives still appeared feasible and it was determined that the next step would for the City to secure a consultant team that would provide, but not be limited to, the following services:

- refinement of feasible alternatives;
- visual displays of the alternatives for public review and input;
- environmental studies; and
- preparation of plans, specifications and estimates of the preferred alternative.

ANALYSIS OF ISSUES:
On August 9, 2011, the Council directed staff to prepare and distribute requests for qualifications for consultant services to provide engineering bridge design and environmental services. On October 10, 2011, requests for qualification packages, prepared by City and Caltrans staff, were distributed to over thirty consultants. On November 17, 2011, the City received statement of qualifications from five consultant teams.
In December 2011, a Consultant Selection Committee, consisting of three City and three Caltrans staff members, independently ranked the statement of qualifications based on pre-selected criteria. All six Consultant Selection Committee members ranked Quincy Engineering, Inc. as the most qualified firm to meet the objectives specified in the request for qualifications. Therefore, interviews were deemed not necessary, the consultants were notified of the results, and the process progressed to the next step in accordance with the Caltrans consultant selection guidelines, which is submittal of a scope and fee proposal by the most qualified firm.

A scoping meeting with City and Caltrans staff and key members of the Quincy Engineering, Inc. team was held on January 30, 2012. The purpose of the meeting was to review the project to ensure the consultant had a complete understanding of the work that is required. At the conclusion of the meeting, Quincy Engineering, Inc. was requested to provide a cost proposal to perform the work described in the request for qualifications and discussed at the scoping meeting.

From February through April, 2012, City and Quincy Engineering, Inc. staff have worked together to refine the scope of services and associated cost proposal. The attached Agreement for Consultant Services outlines the scope of work and activity pricing that has been negotiated with Quincy Engineering, Inc., $467,000 for Phase I and $390,000 for Phase II. The reason Preliminary Engineering is proposed to be phased is to match projected grant funding.

In accordance with grant guidelines, justification must be presented in order for the grant to fund Preliminary Engineering in excess of 25% of the estimated Construction costs. Discussions with Caltrans Headquarters staff have indicated that when dealing with historic bridges it is not uncommon for Preliminary Engineering efforts to exceed 25%, and with appropriate justification, the City would have an opportunity to request a further increase for Preliminary Engineering if needed.

To prepare for this, Quincy Engineering, Inc. has split their services into two phases. Phase 1 will determine the preferred alternative, the estimated Construction costs, and the estimated cost to complete Phase 2 of Preliminary Engineering. At that time, if it is determined that additional funds will be needed for Preliminary Engineering and/or construction there will be supporting evidence and justification for the cost adjustment request.

Phase I includes an environmental constraints analysis, including impacts related to historic resources, to determine an environmentally sound alternative that works for the community. Community input will be garnered through community workshops and the Historic Resources Committee throughout the Phase I process. The Council will
consider alternatives near the end of Phase I when necessary studies have been completed.

All payments to Quincy Engineering, Inc. shall be verified on a monthly progress basis and the pricing shall be based on pre-established terms and hourly rates.

ALTERNATIVES:
The following alternatives are provided for the Council's consideration:

- Approve a Consultant Services Agreement with Quincy Engineering, Inc.;
- Do not approve the agreement; or
- Provide direction to staff.

ADVANTAGES:
Awarding a contract at this time will allow the City to request 100% reimbursement for Preliminary Engineering expenditures on the Bridge Street Bridge project. The selected consultant team has an excellent track record and specializes in this type of historic bridge work which will help ensure the project progresses through the development process according to plan. Bringing the Bridge Street Bridge up to standard loading conditions will remove the 3-ton maximum load limit and would allow fire and delivery trucks to utilize Bridge Street as a route.

DISADVANTAGES:
The Bridge Street Bridge project will require some time and effort of existing City staff. If Preliminary Engineering work is not completed in a timely manner, it is possible that 100% funding for Construction may not be available due to completion of other projects in the state first. Construction activity will also cause some disruption within the Village.

ENVIRONMENTAL REVIEW:
The Preliminary Engineering work being requested in this staff report includes environmental studies and National Environmental Policy Act (NEPA) approval with Caltrans as the lead agency. The City will be the lead agency for California Environmental Quality Act (CEQA) approval and an environment determination will be presented to Council at the time of the selection of the preferred alternative.

PUBLIC NOTIFICATION AND COMMENTS:
The agenda was posted in front of City Hall on May 17, 2012. The agenda and staff report were posted on the City's website on May 18, 2012. No public comments were received as of the time of preparation of this report.

Attachment - Agreement for Consultant Services
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of _________________ 2012, between QUINCY ENGINEERING, INC. ("Consultant"), and the CITY OF ARROYO GRANDE, a Municipal Corporation ("City"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

   This Agreement shall commence on _________________, 2012 and shall remain and continue in effect until _________________, 2012 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

   Consultant shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “A”, attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

   Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

   City's Community Development Director shall represent City in all matters pertaining to the administration of this Agreement. John S. Quincy, President, shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

   The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

   (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

   (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.
7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of any party;
(b) Sale of Consultant's business; or
(c) Assignment of this Agreement by Consultant without the consent of City.
(d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant’s office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.**

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “C” attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:  
City of Arroyo Grande  
Teresa McClish, Community Development Director  
300 East Branch Street  
Arroyo Grande, CA 93420

To Consultant:  
Quincy Engineering, Inc.  
John S. Quincy, President  
3247 Ramos Circle  
Sacramento, CA 95827

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City’s Request for Proposal, Exhibit “D”, attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit “E”, attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City’s Request for Proposals and this Agreement shall take precedence over those contained in the Consultant’s proposals.
23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF ARROYO GRANDE**

By: __________________________

Tony Ferrara, Mayor

**CONSULTANT**

By: __________________________

John S. Quincy, P.E.

It's: __________________________

President

Attest:

______________________________

Kelly Wetmore, City Clerk

Approved As To Form:

______________________________

Timothy J. Carmel, City Attorney
EXHIBIT A

SCOPE OF WORK

The consultant shall perform professional and technical engineering and environmental services necessary to prepare environmental documents, permit application packages, project reports, plans, specifications, and estimates for the City’s Bridge Street Bridge project funded through the Federal Highway Administration’s (FHWA’s) Highway Bridge Program (HBP).

The intended outcome is to provide the City with a cost effective bridge plans, specifications, and cost estimate (PS&E) package suitable for the advertising, bidding, and construction process. The PS&E package shall meet all Federal, State, and City requirements in conformance with the FHWA’s Highway Bridge Program (HBP).
Project Name: City of Arroyo Grande - Bridge Street Bridge Replacement Project

PHASE 1 - Preliminary Engineering & Environmental Clearance

Date: 5/16/2012

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**Subconsultant Costs:**

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B. **Subconsultant Subtotal:** $262,050.00

**Other Direct Costs:**

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<td>Travel and misc.</td>
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C. **Direct Cost Subtotal:** $9,290.00

**A** = $177,847.34

**Fixed Fee (10.0%):** $17,784.73

**B+C** = $271,340.00

**Fee (0.0%):** $0.00

**PHASE 1 TOTAL =** $466,972.07

**PHASE 1 NOT TO EXCEED =** $467,000.00

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.
Project Name:  City of Arroyo Grande - Bridge Street Bridge Replacement Project

PHASE 2 - Final Design PS&E

Date:  5/16/2012

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<td>(2). Fugro:</td>
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<td>(1). Travel and misc.:</td>
<td>$2,000.00</td>
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<td>(2).</td>
<td>$0.00</td>
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A = $205,850.72

Fixed Fee (10.0%): $20,585.07

B+C = $163,444.00

Fee (0.0%): $0.00

PHASE 2 TOTAL = $389,879.79

PHASE 2 NOT TO EXCEED = $390,000.00

NOTE: Labor costs to be invoiced based on actual hourly rate plus overhead plus fee. Subconsultants and Other Direct Costs to be invoiced at actual costs.
### Phase 1 - Project Kickoff, Preliminary Engineering & Environmental Clearance

#### Task 1: Project Management

- **Task 1.1** Project Meetings: 50
- **Task 1.2** Data Collection: 8
- **Task 1.3** Project Management (Total of 12 POI Meetings in Phase 1): 72

#### Task 2: Topographic Survey

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#### Task 3: Preliminary Engineering & Environmental Study

- **Task 3.1** Basis of Design: 8
- **Task 3.2** Evaluation and Rehabilitation: 8
- **Task 3.3** Bridge Advanced Planning Studies (APS): 72
- **Task 3.4** Geometric Analysis: 4
- **Task 3.5** Type Selection Report: 2
- **Task 3.6** Feasibility Study: 2

#### Task 4: Hydrology

- **Task 4.1** Data Review: 5
- **Task 4.2** Field Reconnaissance: 5
- **Task 4.3** Hydraulic Analysis: 4
- **Task 4.4** Bridge Location Hydrologic Study: 2
- **Task 4.5** Storm Analysis: 1
- **Task 4.6** Hydrologic Study Report: 2

#### Task 5: Geotechnical

- **Task 5.1** Draft Preliminary Foundation Type: 3
- **Task 5.2** Draft Bridge Foundation Investigation Report: 3
- **Task 5.3** Final Bridge Foundation Investigation Report: 1

#### Task 6: Utility Coordination

- **Task 6.1** Utility Coordination: 2

#### Task 7: Environmental Clearance

- **Task 7.1** Constraints Level Alternatives Analysis: 3
- **Task 7.2** Technical Studies: 2
- **Task 7.3** CEQA/PA - Draft Env. Des and Public Circulation: 3

#### Task 8: Bridge Architecture, Visual Simulations & Landscape Enhancements

- **Task 8.1** Research and Meeting: 1
- **Task 8.2** Landscape: 2
- **Task 8.3** Photo Simulation of Project Alternatives: 3

#### Task 9: Public Outreach

- **Task 9.1** Feasibility and Determination of Goals and Objectives: 3
- **Task 9.2** Interview: 1
- **Task 9.3** Complete Stakeholder Database: 4
- **Task 9.4** Meeting/Innovation/Advertising: 1
- **Task 9.5** Meeting Facilitation (3 public meetings): 12
- **Task 9.6** Summary: 4

#### Task 10: Project Report

- **Task 10.1** Final Report: 2
- **Task 10.2** Funding Documentation: 4

### Phase I ONLY

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**Total Hours:** 143.0

**Total Cost:** $5,891.38
### Project Name: City of Arroyo Grande - Bridge Street Bridge Replacement Project

#### PHASE 3 - Final Design

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**Note:** Labor costs to be invoiced based on actual hourly rates plus overhead plus fees.

Subconsultants and Other Direct Costs to be invoiced at actual costs.
EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.
Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
The City of Arroyo Grande (City) is currently soliciting Statements of Qualifications (SOQs) for professional engineering/bridge design and environmental services for the Bridge Street Bridge project.

Each SOQ shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the SOQ. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The City reserves the right to reject any and all SOQs and to waive any irregularity or informality in any SOQ or in the Request for Qualifications process, as long as, in the judgment of the City, such action will not negate fair competition and will permit proper comparative evaluation of the SOQs submitted.

This Request for Qualifications (RFQ) is posted under the Construction Bid Manager/Projects Out to Bid link on the City's Community Development, Engineering Division website at:


Any changes, additions, or deletions to this Request for Qualifications will be in the form of written addenda issued by the City. Any addenda will be posted on the website. Prospective responders must check the website for addenda or other relevant new information during the response period. The City is not responsible for the failure of any prospective consultant to receive such addenda. All addenda so issued shall become a part of this Request for Qualifications.

If your firm is interested and qualified, please submit ten (10) hard copies of your SOQ on November 17, 2011, by 4:00 p.m. to:

City of Arroyo Grande
Kelly Wetmore, City Clerk
300 East Branch Street
Arroyo Grande, CA 93420

If you have any questions about the Request for Qualifications process, please contact me. For technical questions and information contact Jill McPeek, Senior Consultant Engineer, Wallace Group, at jillm@wallacegroup.us or (805) 544-4011.
All questions pertaining to the content of this Request for Qualifications must be made in writing via email to Jill McPeek at: jillm@wallacegroup.us. All questions will receive a response within 5 business days. The question and its response will be posted (anonymously) on the City’s website (link above). The City reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

/ls/
Teresa McClish
Community Development Director
REQUEST FOR QUALIFICATIONS
ENGINEERING/BRIDGE DESIGN AND ENVIRONMENTAL SERVICES
FOR THE BRIDGE STREET BRIDGE (BRIDGE NO. 49C-0196)

Federal Project Number: BRLO-5199 (027)

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REQUEST FOR QUALIFICATIONS
ENGINEERING/BRIDGE DESIGN AND ENVIRONMENTAL SERVICES
FOR THE BRIDGE STREET BRIDGE (BRIDGE NO. 49C-0196)

Federal Project Number: BRLO-5199 (027)

SOQ SUBMITTAL AND SELECTION

1. All Statements of Qualifications (SOQs), consisting of ten (10) hard copies, must be received by mail, recognized carrier, or hand delivered no later than 4:00 p.m. on Thursday, November 17, 2011. Late SOQs will not be considered.

2. All correspondence should be directed to:

   City of Arroyo Grande
   300 East Branch Street
   Arroyo Grande, CA 93420
   Attn: Kelly Wetmore, City Clerk
   Telephone: (805) 473-5414

3. Costs for preparation of SOQs will be borne by the consultant.

4. It is preferred that all SOQs be submitted on recycled paper, printed on two sides. Limit your SOQs to 20 two-sided pages, exclusive of charts, resumes, graphics, and required forms.

5. Selection of qualified consultants will be by approved City procedure for awarding professional contracts. Selection will be made on the basis of the SOQs as submitted, although the City reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the consultants.

6. This Request for Qualifications (RFQ) does not constitute an offer of employment or to contract for services.

7. The City reserves the option to accept or reject any or all SOQs, wholly or in part, received by reason of this RFQ.

8. The City reserves the option to retain all SOQs, whether selected or rejected.

9. All SOQs shall remain firm for one hundred twenty (120) days following the closing date for receipt of SOQs.

10. The City reserves the right to award future contract(s) to the firm who presents the SOQ which, in the judgment of the City, is the best qualified for the project.

11. Any contract awarded pursuant to this RFQ will incorporate the requirements and specifications contained in this RFQ. All information presented in a consultant's SOQ will be considered binding upon selection of the successful consultant, unless otherwise modified and agreed to by the City during subsequent negotiations.
12. The successful consultant is expected to execute a contract similar to the contract in Exhibit A. This sample contract is for reference to the anticipated terms and conditions governing the City and the successful consultant. The consultant must take exception in their SOQ to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the consultant to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A SOQ IT IS ADVISED THAT CONSULTANTS READ THE CITY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected consultant will be asked to provide evidence that City insurance requirements have been met. See Exhibit A - Sample City Contract.

13. Under the provisions of the California Public Records Act (the "Act") Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the City, must be available for inspection and copying upon the request of any person. Under the Act, the City may be obligated to provide a copy of any and all responses to this RFQ, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the consultant's competitive position. If any consultant believes that information contained in its response to this RFQ should be protected from disclosure, the responder MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages ___ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the consultant's competitive position. Consultant requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the City considers proper under the law. If an agreement is entered into with the consultant, the City shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The City will not honor any attempt by consultant to designate its entire SOQ as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFQ is protected from disclosure under the Act, consultant shall indemnify, defend, and hold harmless, the City, its officials, employees, agents and representatives arising out of such dispute, lawsuit, claim or demand.

**FORMAT AND CONTENT OF THE STATEMENT OF QUALIFICATIONS (SOQ)**

To respond to the Request for Qualifications (RFQ), submit ten (10) hard copies of your Statements of Qualifications (SOQs) on or before the submission deadline. The SOQ must be signed by a person authorized to bind the proposing firm to the representations, commitments, and statements contained in the SOQ. The SOQ must contain the following information and documents. Limit your SOQs to 20 two-sided pages, exclusive of charts, resumes, graphics, and required forms.
- A Cover Letter summarizing the key points of the SOQ (2 pages maximum).
- Authorized Representative - The name, address, telephone number, facsimile, and e-mail address of the person authorized to represent the firm with respect to all notices, discussions, and other communication relating to this RFQ and to any negotiations relating to the contract (this can be included in the cover letter).
- Staffing - An organizational chart identifying:
  1) the project manager for the work, each key person who would be assigned to carry out the work;
  2) the role each person will play in performing the work; and
  3) a description of the experience and qualifications of such manager and key persons.

Resumes should be included for all key individuals. Resumes shall include the specific projects and roles of the individuals (with an emphasis on similar work), specialty licenses, certificates or relevant training.

- References & Experience - A list of references for the firm and subconsultants, including the names, address, and telephone numbers of recent clients (preferably other public agencies), and a listing of the specific projects, date, and cost of project construction, and key individuals that participated in them. Include the dollar value related to the participation. Identify how much experience the firm and subconsultant has had with public agencies, and completing bridge projects funded through the Highway Bridge Program (HBP).

- Scope - A clear concise statement of the firm's understanding of the nature and the extent of the services required, and a specific outline to demonstrate how personnel would be organized to handle these services.

- QC/QA Program - Demonstration of firm's Quality Control/Quality Assurance procedures. Identify staff available. Indicate staff who will provide a QC/QA statement and signature on all submittals.

- Pre-Award Audit - The consultant will indicate if they have been through a Caltrans pre-award audit procedure, the outcome of the audit(s), and confirmation that the consultant has not been identified as "high-risk" as defined in the Caltrans Local Assistance Procedures Manual.

PROJECT SCOPE

SUMMARY

The City of Arroyo Grande seeks to hire a qualified, professional engineering team to provide project management, engineering design, and environmental services for its Bridge Street Bridge project funded through the Federal Highway Administration’s (FHWA’s) Highway Bridge Program (HBP).
The professional services shall include, but not be limited to, the following:

- Caltrans type selection report and life-cycle cost analysis to determine which alternative(s) to pursue;
- visual displays of the feasible alternatives for public review and input,
- environmental surveys,
- preparation of environmental documents,
- preparation of permit applications,
- right of way engineering,
- utility coordination,
- geotechnical engineering,
- hydraulic analysis,
- topographic and boundary surveying,
- bridge design and approach roadway engineering,
- quantity calculations,
- preparation of a complete plans, specifications and estimates (PS&E) package,
- bid and construction assistance (including but not limited to shop drawing review and falsework structural calculation check).

U.S. Customary Units (English) shall be used.

The environmental consultant, in partnership with the engineering firm, shall prepare the necessary National Environmental Quality Act (NEPA) and California Environmental Quality Act (CEQA) documents to satisfy the requirements of the project funded through the Highway Bridge Program (HBP). Firms responding to this RFQ should be fully familiar with and experienced in meeting the requirements of both State and Federal procedures pertaining to federally funded bridge projects.

To qualify, consultant teams must demonstrate knowledge and experience in performing all management, engineering and environmental work required for the project. The consultant team must demonstrate their experience and approach in working with community groups and committees. The consultant team must also demonstrate their experience in working with historically significant bridges and coordinating with the California State Historic Preservation Office (SHPO).

The City is requesting Statement of Qualifications (SOQs). A selection committee will review the SOQs, develop a short list of the most qualified consultants, interview those consultants, and develop a final ranking of the most qualified consultants. The City will meet with the first-ranked consultant for a scoping meeting and the first-ranked consultant will then be asked to provide a detailed project scope and cost proposal. The City will review the proposal and enter into negotiations with the consultant. If agreement on a fair and reasonable price cannot be reached, negotiations will be terminated and negotiations will then proceed to the next most qualified consultant, etc.

This project is subject to Title 49 Code of Federal Regulations Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants shall take necessary and reasonable steps to ensure that DBE subconsultants have an opportunity to augment their team. The City has established an Underutilized DBE goal of 5%. The top ranked consultants who are asked to submit a proposal...
will be required to meet this goal or document that a good faith effort was made to meet the goal prior to award of the contract by submitting the forms attached to this SOQ as Exhibits B-I.

BACKGROUND

The Bridge Street bridge has been a physical feature of Arroyo Grande since 1908. Due to various deficiencies, the bridge is restricted to a 3-ton maximum load limit. The Bridge Street bridge is eligible to be included in the National Register of Historic Places. Because of this historic significance, rehabilitation or replacement may both be feasible options to bring the bridge up to standard loading conditions.

In 2005, a Preliminary Engineering Study was prepared that presents a preliminary set of solution alternatives and associated costs for rehabilitating or replacing the Bridge Street bridge. In 2010, the City secured funding through the Federal Highway Administration's (FHWA’s) Highway Bridge Program (HBP) to bring the Bridge Street bridge up to standard loading. In July 2011, City and Caltrans staff met to discuss the potential alternatives for the project. Since a Field Review was conducted during the preparation of the Preliminary Engineering Study, the Preliminary Environmental Studies form was reviewed, corrected and signed at this meeting.

The City is requesting submittal of SOQs for Engineering/Bridge Design and Environmental Services for the project. City expenditure of state and federal funds are such that:

A. This selection process and work performed hereunder shall be completed in accordance with applicable laws of the State of California, the California Transportation Commission (CTC), Caltrans, and FHWA, as administered by Caltrans Local Assistance.

B. This selection process and work performed hereunder shall be completed in accordance with the State of California and Federal Laws and Regulations.

C. The provisions of 49 CFR, Part 26 require that the City complies with the DBE program, and that DBE firms have the opportunity to participate in the projects. The Underutilized Disadvantaged Business Enterprise (UDBE) goal is 5%. The top ranked consultants who are asked to submit a proposal will be required to meet this goal or document that a good faith effort was made to meet the goal prior to award of the contract.

The purpose of this RFQ process is to establish the ability to obtain timely and efficient consultant assistance to address the design and environmental needs for the City's Bridge Street Bridge project.

Contracts will be negotiated with actual cost-plus-fixed fee clauses. For actual cost-plus-fixed fee, the consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract unless there is a significant change in the scope of the work; in which case the fee may be renegotiated. This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. Fixed fees apply to the total direct and indirect costs. Fixed fees over fifteen (15) percent must be justified and documented per the Caltrans LAPM in the files prior to commencement of work.

Bridge Street Bridge (Bridge No. 49C-0196)  
RFQ for Engineering/Bridge Design and Environmental Services  
City of Arroyo Grande  
Page 5
SCOPE OF WORK

The bridge project utilizing consultant services includes the Bridge Street bridge over Arroyo Grande Creek (49C-0196). The consultant will provide a California registered Civil Engineer with recent bridge design experience (minimum five years) for the design and administration of the project. The consultant will be responsible for reviewing and coordinating all plans with the designer and all subconsultants. The consultant will set up and maintain all project records in accordance with the City and Caltrans/FHWA Standard Policies.

Statement of Intent

The consultant shall perform all professional and technical engineering and environmental services necessary to prepare all environmental documents, permit application packages, project reports, plans, specifications, and estimates. The intended outcome is to provide the City with a cost effective bridge plans, specifications, and cost estimate (PS&E) package suitable for the advertising, bidding, and construction process. The PS&E package shall meet all Federal, State, and City requirements in conformance with the FHWA’s Highway Bridge Program (HBP).

General Services

Since this RFQ is for multiple alternatives in bringing the Bridge Street bridge up to standard loading, not all of the following tasks may be required for each alternative. Additional tasks may be required. Project specific detailed scope, schedule, and fee will be negotiated with the first ranked consultant.

The consultant shall demonstrate, through this RFQ, successfully handling of bridge engineering, road design, and environmental challenges of a highway bridge design project within the Highway Bridge Program (HBP). The consultant will be expected to perform site visits, client meetings, agency meetings, review meetings, presentations and communications to foster a collaborative working environment to achieve the City’s objectives. This will include, but not be limited to the following tasks:

- Site visits to gather information and data, obtain City and Caltrans perspectives, and coordinate the work.
- In-progress meetings to discuss the work and obtain input from the City and Caltrans.
- Facilitate public input meetings.
- Agency meetings with Caltrans, USFWS, NOAA Fisheries, SHPO, ACHP, ACOE, RWQCB, CDFG, and other agencies to coordinate permitting issues. Assist City with obtaining appropriate permits.
- Presentations to City staff, City Council and public to provide appropriate summary of work.
- Communications by e-mail, telephone, and letter to keep the City informed throughout the project.
Scope of Services

The scope of services for this project shall include, but may not be specifically limited to, the following major tasks as briefly outlined below. The information provided below is not intended to comprise a detailed scope of services, but is intended to provide general information to firms wishing to submit SOQs. It is the intent of the City to draw upon the expertise and experience of firms submitting SOQs as to their recommendations of specific work tasks required to accomplish City goals. The actual scope of services will be determined by mutual consent between the City and selected consultant at the time of contract negotiations.

- Assemble and review background information
- Develop concept plans
- Seek public input
- Environmental documents, technical studies & permitting processing
- Preliminary design
- Final design and construction documents
- Bid and construction assistance

CONTACT FOR THIS RFQ

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Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401
jillm@wallacegroup.us
(805) 544-4011

SCHEDULE

A tentative schedule of the events follows:

CONSULTANT SELECTION

- RFQ issued – October 17, 2011
- SOQs due – November 17, 2011
- Selection Committee evaluates SOQs and establishes a shortlist of consultants who are considered to be best qualified to perform the work. City notifies each consultant that submitted an SOQ of the results of the review – December 16, 2011
- Selection Committee interviews the three or more highest ranked consultants – week of January 9, 2012
- Selection Committee develops a final ranking to identify the most qualified consultant(s). City notifies each interviewed consultant of the results of the review – January 27, 2012
Contract negotiations with highest ranked consultant begin with a scoping meeting and the submittal by the consultant of detailed scope, schedule, and fee. Accepted firms will be required to submit summary sheets which detail the billing rates for each firm's key individuals, overhead rates for other positions, and other costs. Include any and all other costs for office, vehicle, per diem, etc. This material will not be a basis for selecting consultants — February 2012

City Council approval and execution of consultant contract — March 2012

PROJECT MILESTONES

- Preliminary Engineering and Environmental Analysis — October 2012
- Approval of Environmental Document (NEPA) — February 2014
- PS&E Completion — October 2014
- Right of Way Acquisition and Utility Relocation — February 2015
- Begin Construction — April 2015

This schedule is subject to change without notice at the sole discretion of the City.

RESERVATIONS OF RIGHTS BY THE CITY

The City reserves the right to postpone selection for its own convenience, to withdraw this RFQ at any time, to reject any SOQ without indicating a reason for such rejection, or to negotiate with any, multiple, or none of the respondents. As a function of the negotiation process, the City reserves the right to remedy technical errors, modify the published scope of services, and approve or disapprove the use of all subconsultants. In addition, this RFQ does not commit the City to negotiate a contract. The issuance of this RFQ does not constitute an agreement by the City that any subsequent selection processes will occur, or that any contract will be entered into by the City. Statements and other materials submitted will not be returned unless portions of submittals are designated as proprietary at the time of submittal and requested to be returned.

The City has the right to use any or all ideas or concepts presented in any proposal or interview without restriction, and without the consent of the proposers. As a corollary, selection of a consultant does not constitute City acceptance of all of the particulars of its SOQ.

CONSULTANT SELECTION PROCESS

SOQ EVALUATION

The selection committee will evaluate SOQs based on the following evaluation sheet:
The Selection Committee will establish a shortlist of consultants who are considered to be best qualified to perform the contract work. Consultants will be notified of the results of the review. These criteria and point assignments are subject to change without notice at the sole discretion of the City.

**CONSULTANTS INTERVIEWS**

The selection committee may interview the three or more highest ranked consultants and develop a final ranking of the highest ranked consultant.

**COST AND CONTRACT NEGOTIATIONS**

The City will meet with the first-ranked consultant for a scoping meeting and the first-ranked consultant will then be asked to provide a detailed project scope and cost proposal. Contract negotiations with the highest ranking consultant(s) will set hourly billing rates and classifications, overhead rates and other compensation. In addition, the consultant(s) will be expected to agree to accept City contract agreement boiler plate language (see attached Exhibit A).

**FINAL SELECTION**

Final selection of the consultant(s) for the project will be made by the City Council based on the selection committee's evaluation of their SOQ, the results of the possible oral interview, the detailed project scope and cost proposal, and terms of contract language negotiated with the City. The City may select more than one consultant if the City determines it is necessary to meet the project needs and schedule.

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### RFQ EVALUATION SHEET

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project team understanding of the work to be done</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Project team experience with similar types of projects</td>
<td>20</td>
<td></td>
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<tr>
<td>Project team familiarity with State and Federal procedures</td>
<td>20</td>
<td></td>
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<tr>
<td>Demonstrated technical ability</td>
<td>20</td>
<td></td>
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<tr>
<td>Demonstration of quality control and quality assurance procedures</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Project team capability of developing innovative or advanced techniques</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
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</tbody>
</table>

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DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

The consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The provisions of Title 49, Part 23, Code of Federal Regulations (49 CFR 23) require that DBE's have an opportunity to participate in contracts funded through the Federal Highway Administration (FHWA).

The City of Arroyo Grande has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 5%. In order to meet the above stated requirements, the following criteria have been established and must be addressed prior to execution of a contract for the services.

1. In order to be considered responsible and responsive, the consultant must meet the UDBE goal. If the goal is not met, the consultant must document adequate good faith efforts prior to award of the contract. Only UDBE participation will be counted towards the contract goal. However, all DBE participation data shall be collected and reported.

2. The top ranked consultants who are asked to submit a proposal must submit a "UDBE Commitment" form and a "DBE Information" form prior to award of the contract.


The required forms are attached in Exhibits B-I.

GENERAL CONDITIONS AND REQUIREMENTS

1. The Engineer shall carry out the instructions as received from the City Project Manager and shall cooperate with City, State, FHWA, and any other agencies working on the project.

2. It is not the intent of the foregoing paragraph to relieve the Engineer of professional responsibility during the performance of this contract. In those instances where the Engineer believes a better design or solution to the problem is possible, the Engineer shall promptly notify the City of these concerns, together with the reasons therefore.

3. The Engineer has total responsibility for the accuracy and completeness of all data, plans, and estimates prepared for this project and shall check all such material accordingly. While the City may review such data, plans, and details for quality, completeness and conformity with the referenced standards, the responsibility for accuracy and completeness of such items remains solely that of the Engineer. The Engineer or the Engineer's subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of the City.

4. The plans, designs, estimates, calculations, reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to the City Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked, and having the preparer and checker identified. The minimum standard of appearance, organization, and contents of the drawings shall be that of similar types produced by Caltrans.
5. The page identifying preparers of engineering reports, the title sheet and each sheet of plans, shall bear the professional seal, certificate number, registration classification expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

6. The Engineer shall provide the services for the Project in close liaison with the City.

7. To ensure understanding of contract objectives, meetings between City and the Engineer will be held monthly or as often as deemed necessary by the City Project Manager. All work objectives, the Engineer's work schedule, the terms of the contract, and any other related issues will be discussed and any issues or problems resolved.

8. The Engineer may establish direct contact with governmental regulatory and resource agencies and others for the purpose of obtaining information, expertise, and assistance in developing baseline data and resource inventories. The Engineer shall maintain a record of all such contacts and shall transmit copies of those records to the City on a regular basis.

9. The City will retain responsibility for all final consultation, both informal and formal, with State and Federal agencies regarding project mitigation and compensation proposals.

10. The Engineer shall comply with OSHA regulations regarding safety equipment and procedures, safety instruction issued by the County, and the safety provisions included in the Caltrans Survey Manual.

11. Surveys performed by the Engineer shall conform to the requirements of the Land Surveyors Act and Caltrans Survey Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.

12. The instructions contained in this Scope of Work for structures will take precedence over any conflicting instructions found in the Bridge Memos to Designers Manual.

13. Where the Engineer is required to prepare and submit studies, reports, plans, etc., to the City as required by this Scope of Work, these shall be submitted in draft as scheduled and the opportunity provided for the City to direct revisions, prior to final submission.

14. Materials to be furnished by the City:

- Copy of the Preliminary Engineering Study
- Copy of the Field Review and Preliminary Environmental Studies forms
- Information for CEQA determination
- Any existing plans of previous construction projects at the site, as applicable

15. Work to be performed by the City:

- All correspondence with Caltrans
Bridae Street Bridge (49C-0196) over Arroyo Grande Creek

Quincy Engineering Inc. (QEI) is providing the following recommended scope of work to the City of Arroyo Grande (City) for the Bridge Street Bridge project:

**PHASE 1 – PRELIMINARY ENGINEERING TASKS**

**TASK 1 - Project Management**

**Task 1.1 – Kick-off Meeting**

A kick-off meeting will be held after the notice to proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the *Scope of Work* and define the roles and responsibilities of the various Team members.

**Task 1.2 – Data Collection**

QEI will perform a site review and a review of existing records, reports, as-builts and bridge inspection reports. This information will become the basis for determining the project alternatives.

**Task 1.3 - Project Management (Work to take place in both Phase 1 & Phase 2)**

QEI will be responsible for assembling a Project Development Team (PDT) for the project. QEI will lead PDT meetings, which will include distributing approved meeting agendas, arrange attendance of key Team members, and distributing meeting minutes along with a summary of action items. PDT meetings will include both in-person meetings and teleconference phone meetings. QEI will also develop and update a critical path schedule and send out progress reports monthly. [12 meetings in Phase 1 (6 in-person and 6 teleconference meetings) & 8 meetings in Phase 2 (4 in-person and 4 teleconference meetings)]

**TASK 2 - Topographic Surveying and Right-of-Way Mapping**

McMillan Land Surveys (McMillan) will perform record research at the City and San Luis Obispo County to locate recorded control maps; right-of-way maps, records of survey, corner records, and other official maps of records. McMillan will perform the following:

- Topographic and right-of-way surveys;
- Six (6) creek cross-section surveys for hydraulics calculations;
- Topographic mapping;
- Right-of-way determination and mapping;
- Preparation of legal descriptions and plats for easements or acquisitions on up to four (4) parcels.

Right-of-way mapping for the project will establish design control and the right-of-way boundary survey. McMillan will set horizontal and vertical control points for project mapping in accordance with City horizontal and vertical control requirements.

**TASK 3 - Preliminary Engineering & Feasibility Study**

The purpose of the preliminary engineering phase is to better define the project, ensure funding constraints are being met, identify the required design criteria for preliminary and final design, and incorporate the project’s constraints including any project permitting and/or environmental mitigation requirements, and preliminary consideration of needed design exceptions. Also, permanent and temporary right-of-way needs are identified during this task. These goals are accomplished by careful consideration of project goals and alternative analysis.

**Task 3.1 – Basis of Design**

QEI will develop a Basis of Design document that will summarize previously prepared project information, key project development standards, traffic count data, an evaluation of bridge rehabilitation/widening or replacement options and staging recommendations. This document will also serve to establish both design and evaluation criteria. QEI will coordinate with the City/Wallace Group to define design criteria that will be used during comparison of the developed bridge rehabilitation/replacement alternatives.

**Task 3.2 – Evaluation and Rehabilitation Alternative Studies of Existing Bridge**

QEI will evaluate the existing bridge to assess the full extent of the required rehabilitation measures to meet the parameters established in the Basis of Design. This process will include reviewing the previous efforts of the City and its consultants, processing information gathered during the site review, and performing minor analysis and calculations. The goal of this process is too develop the required rehabilitation strategies so they can be accurately
compared to replacement alternatives, including total project costs, impacts and project performance measures. Performance measures will be recommended and presented to the City for comment and approval.

Task 3.3 – Bridge Advanced Planning Studies (APS)
QEIl will coordinate with the City/Wallace Group to complete a bridge evaluation and investigate separate alternatives as listed below:

- Rehabilitate the existing bridge;
- Replacement Bridge with a reduced traveled way width configuration (preserving the existing bridge width)
- Replacement Bridge with a full width traveled way width configuration (providing for standard width lanes, shoulders/bicycle lanes and separated pedestrian walk)

The existing bridge deficiencies will be noted, along with recommendations for rehabilitation and estimated costs. The results of the evaluation of the existing bridge, along with an advanced planning study (APS) for each alternative for bridge replacement and the recommended project direction, will be summarized in a Draft Strategy Report. QEIl will submit the report to the City for review. Upon receiving comments back from the City, QEIl will schedule and present the report to Caltrans at a Strategy meeting. Upon receiving comments from Caltrans, QEIl will prepare a Final Strategy Report.

For the purpose of this Scope, it is assumed that Caltrans will agree that the Strategy will be to construct a new bridge and that the existing bridge will be removed.

Once Caltrans approves the Strategy, full alignment and bridge alternative studies will be performed.

Task 3.4 – Geometric Approval
Preliminary alignment studies for up to three alternatives will be developed. The studies will investigate the advantages and disadvantages for each alternative. In terms of roadway elements, design speed and safety through the project limits along with time of construction will be considered. Discussions shall include design, right-of-way, environmental, economic, and safety issues. Preliminary Plan and Profile (Geometric Approval) drawings will be prepared for each alignment alternative. Other issues affecting the final design such as right-of-way impacts, construction staging and access, utility relocation, and drainage will also be addressed.

Task 3.5 – Type Selection Report
QEIl will prepare a Type Selection Report. The Type Selection Report will contain a General Plan, and a General Plan Estimate for each alternative, along with a memorandum addressing geotechnical, hydraulic, aesthetic, environmental and cost (including a life cycle cost analysis) issues. The two bridge replacement concepts that currently appear most likely to be the preferred replacement alternative are as follows:

- **Cast-In-Place (CIP), Post-Tensioned, Concrete Box Girder with Historical Elements**: This bridge replacement alternative would incorporate important architectural features of the existing historic truss into a modern structural design.

- **Steel Pony Truss Bridge matching Historical Features**: This bridge replacement alternative would incorporate important architectural aspects of the existing historic truss into a new steel truss bridge.

A structures type recommendation will be included in the Type Selection Report as part of a final conclusion to the alternatives analysis.

Task 3.6 – Feasibility Study
Upon the City's direction, QEIl will begin preparing 30% project plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements (e.g. approach railing) required at the bridge. Limits of cut/fill slopes shall also be shown to determine the maximum area of disturbance to develop preliminary right-of-way needs and the environmental study limits. Alternative aesthetic treatments and concepts to incorporate the historic elements of the existing bridge will be also considered.

QEIl shall prepare a construction cost estimate and will include appropriate contingency factors for this level of design.

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**TASK 4 - Hydraulics**

**Task 4.1 – Data Review**

WRECO will review available data, including previous studies, provided by the City and the Project Team. Key information to review will be the available hydrologic and hydraulic data for Arroyo Grande Creek.
**Task 4.2 – Field Reconnaissance**
WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. The field reconnaissance will be conducted on the same day as the kickoff meeting.

**Task 4.3 – Hydrologic Analysis**
WRECO’s preliminary research of the Federal Emergency Management Agency’s (FEMA) Flood Insurance Study (FIS) indicated that there was a detailed study available. Besides available FEMA data, WRECO will perform a hydrologic analysis using the USGS streamgage data.

**Task 4.4 – Hydraulic Analyses**
WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing and proposed conditions. The hydraulic model of choice will be the U.S. Army Corps of Engineers’ HEC-RAS model. WRECO will coordinate with the City and the Project Team to obtain the FEMA hydraulic model used for the current Flood Insurance Rate Map. The FEMA model will be used as the base model for our study, supplemented with new channel survey data. WRECO will coordinate with the Project Team to obtain the surveyed creek cross-sections for building the hydraulic model.

**Task 4.5 – Bridge Location Hydraulic Study**
WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. WRECO will prepare a Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form. WRECO will coordinate with SWCA to incorporate the biologists’ determination of impacts to Natural and Beneficial Floodplain Values as part of finalizing these studies.

**Task 4.6 – Scour Analysis**
WRECO will perform a bridge scour analysis to determine the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration’s HEC-18 and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures.

**Task 4.7 – Bridge Design Hydraulic Study Report**
WRECO will prepare a Bridge Design Hydraulic Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendation for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

**TASK 5 - Geotechnical Investigations & Foundation Report**

**Preliminary Geotechnical Services**
During this phase of work, Fugro will prepare a Preliminary Foundation Report for the project. The report will be prepared in letter format based on review of the existing geotechnical data, plans, published information available for the site, and site observations. The purpose of the report will be to provide a preliminary discussion of the site geology, potential geologic hazards that could impact the site, preliminary seismic data, and a discussion of geotechnical considerations that could impact selecting an alternative for the bridge design and its foundations. The report will provide input to the preparation of the Project Report and preliminary cost estimates, assist in selecting an alternative for design, and as input to the preparation of the Environmental Document. The tasks that Fugro will provide are described below:

- Fugro will initiate the project by consulting with the design team, reviewing the alternatives that will be evaluated for the project, and reviewing our approach to providing geotechnical services. Fugro will request that any updated maps, plans, or pertinent information available for the site be provided to us.
- Fugro will visit the site to observe the existing conditions. The types of information that Fugro expects to observe are the surficial geology of the site; evidence of scour, instability and erosion of stream banks; and the general condition and evidence of settlement or foundation support issues with the existing bridge.
- Fugro will also review selected published geologic maps and reports relative to characterizing the geology and subsurface conditions in the site vicinity, and previous geotechnical information for the existing facility provided by the City. This task will include reviewing a previous geotechnical study prepared for the bridge site. Based on data review and a site visit, Fugro will prepare a Preliminary Foundation Report letter for the project. A draft of the letter will be submitted in Adobe portable document file (pdf) format for review by the County and design team. The report will be prepared in letter format, and provide our preliminary opinions and recommendations regarding:
  - Geologic setting and fault conditions;
Scope of Work

- Soil and groundwater conditions based on review of existing geotechnical data for the project vicinity from Fugro’s in-house files;
- Potential for geologic hazards to impact the project (such as liquefaction and seismic settlement, landslides, fault rupture, ground shaking, subsidence, inundation and flooding);
- Preliminary seismic design criteria for the site;
- Likely cut and fill slope inclinations;
- Discussion of foundation alternatives for the bridge, such as spread footings, cast-in-drilled hole piles, driven concrete or steel piles, cast-in-steel shell (CISS) piles, and advantages or preferences of which foundation types appear suitable for design;
- Likely foundation support for the new bridge considering the site geology and review of existing data, and types of foundations that should be evaluated for design;
- Scour and erosion considerations;
- Potential for naturally occurring asbestos (NOA) or radon gases to impact the site in accordance with San Luis Obispo County Air Pollution Control District requirements;
- Construction considerations for dewatering, temporary slopes and shoring, adjacent structures, and potential geotechnical impacts to traffic staging; and
- Geotechnical considerations and preferred alternative(s) for the new bridge alignment.

- Upon receipt of written comments, Fugro will address the comments and incorporate them into a final letter for the Preliminary Foundation Report.

**TASK 6 - Utility Coordination** (Work to take place in both Phase 1 & Phase 2)

QEI will perform early coordination with all utility owners to identify utility conflicts and coordinate relocations prior to or concurrent with construction. Utility poles with overhead electric lines may be in conflict with the proposed improvements. QEI will perform the following efforts:

- Obtain utility facility maps and identify conflicts with existing utilities.
- Perform field review with USA markings.
- Use Caltrans’ utility letters to coordinate any required relocations.
- Develop Caltrans Reports of Investigations and Notice to Owner.
- Hold meeting with all affected utilities, to discuss project details, utility conflicts and construction schedule. A total of two (2) meetings are assumed.
- Meet with City staff to confirm relocation work, costs, and cost sharing per franchise agreements.
- Continue coordination with utilities during design, especially for any design changes.
- Hold follow-up meeting at least 6 weeks prior to advertising to verify relocation design and construction schedule and coordinate relocation schedules for timely completion.

It is assumed that the utility owners will provide the design, construction costs, and construction of relocations and that potholing will not be required and considered optional if needed. Relocations cannot commence until any necessary right-of-way has been cleared for construction and environmental clearance obtained for the relocations.

**TASK 7 - Environmental Clearance** (Work to take place in both Phase 1 & Phase 2)

Task 7.1 Constraints Level Alternatives Analysis (Phase 1)

SWCA’s proposed scope of work is designed to address the potential environmental constraints of the proposed actions in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The purpose of conducting this level of analysis is to identify potential environmental constraints associated with the proposed project, and to determine an environmentally sound alternative that works for the community of Arroyo Grande. It is clearly understood by SWCA that the constraints analysis is not a CEQA or NEPA document; however, the analysis will be incorporated into the project’s subsequent environmental documents and the objective is to make that process as seamless as possible. The constraints analysis will address issue areas found within the City’s CEQA Initial Study Checklist, and in accordance with CEQA Guidelines Appendix G.

With respects to historical resources, JRP will provide its expertise about the historic bridge, Section 106 / CEQA compliance processes as they relate to the historic bridge (and other historic properties), and issues related to the character of the existing bridge architecture and aesthetics of a replacement structure, including providing recommendations regarding elements of the historic bridge that could be represented or reused in the new bridge.
Scope of Work

SWCA and its subconsultants are available to attend teleconferences and review project plans and/or project description text prepared by others. The SWCA team is also available to attend up to three public meetings for this project.

Task 7.2 - Technical Studies (Phase 1)

SWCA understands that the FHWA will likely be the lead federal agency for project approval, and Caltrans will administer the federal review process on behalf of FHWA. SWCA has provided a brief description of the scope of work for the various technical studies anticipated to be required, based on experience with similar bridge construction projects and information provided in the 2011 Preliminary Environmental Scoping Checklist (PES) that has been provided by the City.

Section 4(f) Evaluation

Section 4(f) of the U.S. Department of Transportation Act of 1966 requires consideration of park and recreational lands, wildlife and waterfowl refuges, and historic sites in transportation project development. Based on a preliminary assessment, potential Section 4(f) resources in the project area include the historic Bridge Street Bridge, the Arroyo Grande/Kiwanis Park, and a designated Bike Route on Bridge Street. In addition, the Bridge Street Bridge may be a contributing element to a potential Arroyo Grande Downtown Historic District.

SWCA will evaluate all potential Section 4(f) resources in the project area and determine whether the project would involve a use of the Section 4(f) resources. SWCA will consider all prudent and feasible alternatives to the use of each Section 4(f) resource. If avoidance alternatives are determined not to be feasible or prudent, then reasonable measures to minimize harm to the Section 4(f) resource will be identified and incorporated into the project to ensure that the selected alternative would have the least harm.

Based on the proposed project alternative, the level of Section 4(f) Evaluation may fall under the Programmatic 4(f) for Historic Bridges. However, this decision may be dependent upon the selected alternative and consideration of other potential Section 4(f) resources in the project area. Based on the previous alternatives analysis conducted by the City, it seems reasonable to assume that either rehabilitation or replacement alternatives would have an adverse effect on the Bridge Street Bridge. If the bridge is determined to be a contributing element to a historic district, or if the project will use portions of the park or bike route, additional Section 4(f) evaluation would be necessary.

Should the proposed project result in a Categorical Exclusion (CE) under NEPA, SWCA would prepare the Section 4(f) Evaluation as a separate document. The Section 4(f) Evaluation would be reviewed and approved by Caltrans and the City. SWCA's estimated budget has been prepared assuming an individual Section 4(f) report. If determined that preparation of a Programmatic 4(f) would apply, the lower effort to prepare the Programmatic 4(f) would result in some cost savings for this task.

Section 106 Compliance

Following the preparation of a constraints analysis, SWCA and JRP will undertake the tasks for Section 106 and CEQA compliance. In order to comply with Section 106, the following tasks are proposed:

Area of Potential Effects Mapping

SWCA and JRP will prepare an Area of Potential Effects map (APE) for archaeological and historical resources. This APE will be developed with the assistance of Quincy and the City. The map will depict existing and proposed right-of-way, the locations of any cultural resources identified in the APE, as well as Assessor's Parcel Numbers (APNs; or keyed lists) with clearly delineated property boundary lines, and footprints of existing and proposed improvements for at least 200 feet beyond proposed project activities. SWCA and JRP will coordinate directly with Caltrans to get initial approval of the APE before conducting technical studies. The APE map will also be used as a basis to determine the Biological Study Area (BSA) during preparation of the required biological reports for the project.

Finding of Effect (FOE)

The Bridge Street Bridge over Arroyo Grande Creek (49C0196) was determined eligible for listing in the National Register of Historic Places as a result of the Caltrans Historic Bridge Inventory conducted in the 1980s, which was confirmed in the Caltrans Historic Bridge Inventory project conducted in early 2000s. JRP carried out a large component of the Caltrans Historic Bridge Inventory Update and surveyed the Bridge Street Bridge as part of that statewide study. The Caltrans Historic Bridge Inventory concluded the Bridge Street Bridge was eligible for listing in the National Register of Historic Places under Criterion C as it embodied the distinctive characteristics of type, period, and method of construction. Built in 1908, the structure is a minor example of the American Bridge Company, a significant bridge building firm. The bridge is an early example of a steel pin-connected pony truss. Once a very common bridge type, this example of the pony truss design is significant as it
**Scope of Work**

is a basic early form that retains a high degree of integrity. The Bridge Street Bridge's significance and rarity are likely to be important factors in addressing effects, project alternatives, and mitigation measures.

JRP will prepare a Finding of Effect (FOE) to assess the project effects on the historic bridge and other historic properties, if any are identified in the APE. The FOE will analyze and address the preferred project and may need to address alternatives that may have been considered, but rejected. Demolition and replacement of the bridge would be an adverse effect to the historic structure. Other alternatives that include partial demolition or disassembly of the historic structure may also cause an adverse effect, such as options F1 and F2 described in the Preliminary Engineering Study prepared in 2005. JRP will prepare the FOE following receipt of visual simulations, as well as other relevant technical findings.

**Memorandum of Agreement (MOA)**

Our Team anticipates the need for a Memorandum of Agreement (MOA) to identify mitigation measures to reduce that effect and to complete the Section 106 process. JRP will draft the MOA based on other MOAs prepared for and signed by Caltrans and the State Historic Preservation Officer for recent historic bridge replacement projects. JRP will assist with preparation of a draft MOA. The City will be a consulting party in the MOA. As appropriate, the MOA will incorporate suggestions and requests from interested parties collected during the Section 106 process. The MOA signatories will finalize the document prior to signing it. If the MOA concludes that the project will not have an adverse effect, the MOA scope task and effort can be removed and result in a project savings.

**Historic Resources Evaluation Report (HRER)**

JRP will prepare a HRER according to Caltrans' current guidance as specified in the SER. The HRER will be prepared following the completion of the draft APE, coordination with local historical groups, and the built environment survey and archival research.

**Archaeological Survey Report (ASR)**

A records search will be conducted at the Central Coast Information Center (CCIC), University of California, Santa Barbara for land within a 0.25-mile radius of the project APE for any recent site or survey data. Following receipt of the records search results, SWCA will complete a field survey of the APE. If archaeological deposits are encountered, a preliminary assessment of site boundaries will be made through surface inspection, a site map will be prepared, and the site will be recorded on a standard archaeological site record (California Department of Parks and Recreation (DPR) form 523).

Existing pertinent information will be used to the extent feasible in order to present findings from the study. If the survey results in negative findings, a short negative ASR report will be prepared. If archaeological sites are identified, a positive ASR will be prepared and will include results of background research, project context, descriptions of field work, appropriate maps and photos, and site records (DPR 523). The report will document contact with the Native American Heritage Commission (NAHC) and local Native American individuals/groups. A cover letter will detail management recommendations.

**Historic Property Survey Report (HPSR)**

Upon completion of the ASR and HRER, SWCA will prepare a short-format Caltrans HPSR according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of coordination with Native American groups/individuals as well as and local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study.

**Biological Resources and Wetlands Studies**

Bridge Street provides access over Arroyo Grande Creek, which is known to contain sensitive biological resources such as steelhead and California red-legged frog. Biological studies will be required to analyze the project's impacts on biological resources and wetlands/other waters. SWCA biologists will conduct the required background research, field surveys, and documentation to satisfy the needs of CEQA/NEPA review.

**Natural Environmental Study**

The Natural Environment Study (NES) consists of an environmental analysis of the sensitive biological resources with potential to occur within the project impact area. A literature review will need to be conducted for the NES revision, including, but not necessarily limited to, a literature search of the California Natural Diversity Data Base (CNDDB), the California Native Plant Society (CNPS) Online Inventory, and previous documents prepared for the proposed project. This information is required to comply with agency protocols.
Following the records search, field surveys will be conducted to provide baseline information on vegetation communities, habitat types, and plant and wildlife species in the study area. Resources identified during field surveys will be overlain on plans and/or aerials provided by Quincy Engineering, the City, and/or Caltrans.

In order to complete with agency protocol for botanical resources, SWCA will conduct three floristic botanical surveys in March, May, and July to accommodate the full range of blooming periods (i.e., the identification periods) for the numerous special-status plant species with potential to occur within the study area. Botanical surveys will follow the applicable guidelines from the USFWS publication General Rare Plant Survey Guidelines and the CDFG publication Guidelines for Assessing the Affects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys to add to the previous botanical and wildlife inventory.

Topics of discussion in the NES will include a description of each project alternative currently under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and jurisdictional wetlands/other waters with potential for occurrence; evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. Several topic-specific reports will be included as appendices of the NES (see below). The NES will compile information from these individual studies and will be prepared using the most current Caltrans template.

Biological Assessment

A Biological Assessment (BA) is required for formal or informal consultation with the USFWS and/or NOAA Fisheries. The BA will be restricted to a discussion of federally listed species with potential for occurrence within or adjacent to the project area and will be prepared pursuant to the most recent Caltrans template. Federally listed species anticipated to be considered include south-central California coast steelhead (*Oncorhynchus mykiss*) (Federal Threatened), California red-legged frog (*Rana draytonii*) (Federal Threatened), western yellow-billed cuckoo (*Coccyzus americanus*) (Federal Candidate), and least Bell’s vireo (*Vireo bellii pusillus*) (Federal Endangered). It is assumed that protocol California red-legged frog surveys will not need to be conducted considering that evidence of CRLF within Arroyo Grande Creek exists. It is also assumed that no least Bell’s vireo specialist will be required for SWCA’s habitat assessment for this species, as the study area supports fringes of extremely marginal habitat for this species and it is not expected to occur in or near the study area.

Because the effects determination for a BA cannot be completed until a final project design (the preferred alternative) has been adopted, any contact with USFWS and NOAA Fisheries shall be restricted to information gathering purposes regarding federal listed species in question, during preparation of the Draft BA. Once the Final BA is submitted to Caltrans, all contact/coordination with USFWS and NOAA Fisheries shall be directly through Caltrans.

Jurisdictional Waters Determination

Wetlands and/or other jurisdictional waters regulated by the USACE, RWQCB, and CDFG occur within the study area due to presence of Arroyo Grande Creek. Impacts to these resources will require permits from and/or consultation with these agencies. Permit applications will eventually require accurate calculations of permanent and temporary impacts to jurisdictional areas that are based on the final project designs.

SWCA will prepare a formal wetland delineation of the project site. The soil, vegetative, and hydrological characteristics of all identified wetland areas will be examined and categorized according to the USACE 1987 Wetland Delineation Manual and the Final Regional Supplement to the USACE Wetland Delineation Manual: Arid West Region (2008). Identified jurisdictional boundaries and biological habitats will be mapped with Trimble® GPS, capable of determining positional accuracy to ± 0.5 meter and the resulting acreages quantified using ArcGIS or AutoCAD. The jurisdictional waters determination will be conducted to satisfy USACE three-parameter wetland requirements, RWQCB state wetlands/waters, and delineation of CDFG jurisdictional limits.

SWCA will incorporate the latest AutoCAD topographic and project plans as a base map for the report. The jurisdictional wetlands/other waters maps will be overlaid on these plans and may be used for planning and permitting purposes. The Jurisdictional Waters Determination will be included with the NES as an appendix, but will also function as a “stand-alone” document suitable for submittal to regulatory agencies during the permit application process.
**Scope of Work**

**Visual Impact Assessment**

SWCA proposes to complete a Visual Impacts Assessment Guide checklist in order to determine the level of documentation that will be required to assess visual impacts. SWCA anticipates that a Visual Impact Assessment (VIA) will be required for a build alternative considering the sensitivity of the historic structure. The VIA will provide a visual analysis and photo simulations to address aesthetic impacts of the new alternative which meet CEQA, NEPA, and Caltrans requirements and format. Key Viewing Areas (KVAs) will be identified in the existing VIA. SWCA will analyze: photographic documentation of existing conditions, preparation of photo simulations of the new alternative structure’s visibility, preparation of a VIA.

SWCA will utilize three-dimensional (3D) model provided by Quincy Engineering in Google SketchUp™ for the simulations. SWCA will then use Google Earth™ for the placement of the proposed facilities in a 3D environment, and Adobe Photoshop® to bring these together to create and edit the final image. The visual analysis will be prepared using Caltrans accepted methodology and will follow the format of the existing VIA.

**Noise Study**

The Bridge Street bridge is not considered a Type 1 project by the FHWA and would not require a detailed noise analysis. The project site does not contain sensitive noise receptors such as residential development, schools, hospitals, etc., located in close proximity to the new bridges that would benefit from a lower long-term noise level.

Existing residences in the immediate area would be subject to a short-term increase in noise associated with construction of the proposed project. Potential noise and vibration impacts may occur depending on if piles are used in the bridge foundation type. Demolition of the existing bridge may cause both noise and vibration at the beach park. Roadways in the area currently generate transportation-related noise. Project generated truck traffic noise may be of concern for surrounding residential developments as equipment and materials shipments including worker trips are made to the project site. Predicted construction noise levels will be compared to City thresholds to identify potential impacts, and develop feasible noise reduction mitigation measures. The Noise section of the CEQA environmental document will include:

- A preliminary noise review as the project relates to the City's Noise Element and Ordinance;
- Background noise research;
- Identification of sensitive land uses within close proximity of the site;
- Calculation of noise levels surrounding sensitive receptors (if any);
- Development of mitigation measures to address potential construction-related noise levels.

SWCA will prepare a memo to summarize the noise evaluations.

**Hazardous Materials/Initial Site Assessment**

During this phase of work, Fugro will prepare an Environmental Site Assessment (Phase 1 type assessment for the bridge site). Fugro will conduct a Phase 1, Environmental Site Assessment (ESA) of the site in general conformance with American Society of Testing and Materials Designation: E 1527-05, a current standard for performing ESAs as well as a Limited Hazardous Materials Survey of the bridge structure. The assessment will include the following basic tasks:

- Site Reconnaissance
- Site History and Regulatory Review
- Building (bridge) Material Survey
- Report Preparation

Details of these tasks are summarized below. Our scope of services does not include obtaining a title search for the property, archeological or biological surveys or reports, nor does it include any soil or groundwater sampling. These services can be provided at an additional cost if requested.

Fugro will conduct a reconnaissance of the site to visually check for:

- Underground tanks, wells, or other site conditions that may represent environmental risks;
- Storage and use of hazardous materials; and
- Indications of surface contamination.

A windshield survey of surrounding properties will be conducted to identify businesses and observe land uses adjacent to the site area and check for indications of potential sources of environmental problems or issues on nearby properties. Our observations of surrounding properties will be made from city streets.

Fugro will research the site history and performed a regulatory review of current and past use of the property. The research will include, but not necessarily be limited to:

- Reviewing historical aerial photographs and maps;
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- Reviewing local, state, and federal regulatory agency databases of sites with environmental concerns in the area;
- Interviewing current and/or previous owners, neighbors, employees, or other pertinent individuals as available; and
- Contacting other pertinent offices, departments, and information sources which become apparent from the research.

Based upon the regulatory agency databases reviewed, and the proximity and location of listed properties relative to the site, Fugro will assess the potential for documented hazardous materials releases at nearby properties to impact the site. If necessary and/or appropriate, we will perform a limited review of regulatory agency case files to obtain additional information.

Fugro will subcontract with SCA Environmental to provide a limited hazardous material survey of the bridge structure for lead-based paint (LBP) and Asbestos-Containing Material (ACM). This survey will be completed by a Certified Site Surveillance Technician (CSST) under the direct supervision of a Certified Asbestos Consultant/Certified Industrial Hygienist. As deemed appropriate, the CSST will collect bulk samples from bridge materials as well as surface soil samples and pavement paints for lead and asbestos analyses. SCA will prepare a brief report describing the work completed, results of analyses, and quantity estimates. These results will be incorporated into Fugro’s Phase I ESA report.

Fugro will prepare a written report that will describe the scope of work completed, the results of the assessment, and our conclusions and recommendations. The report will include a site plan, as well as lists of agencies contacted, aerial photographs reviewed, regulatory agency databases consulted, and other pertinent research documents. On the basis of the results of our assessment and results of analyses, the report will provide conclusions regarding:

- History and current use of the property and whether there is significant potential for hazardous materials impacts onsite;
- Potential impacts to the property from offsite sources;
- Potential impacts from LBP and ACM; and
- Recommendations regarding the need for and scope of additional investigation.

Upon receipt of written comments, Fugro will address the comments and incorporate them into a final report.

Water Quality Assessment Memo

SWCA will evaluate potential water quality impacts of proposed construction of the project using information provided within the project plans, and hydrologic studies that are completed by Quincy Engineering or their subconsultants. The water quality assessment memo will provide a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. The report will provide data on surface water and groundwater resources within the project area and their water quality health, describe water quality impairments and beneficial uses, identify potential water quality impacts/benefits associated with the proposed project, and recommends avoidance and or minimization measures to reduce potentially adverse impacts.

Optional Tasks

Historic American Engineering Record (HAER)

This scope also includes an optional task to prepare documentation of the bridge to the standards of the Historic American Engineering Record (HAER). This task is included because such documentation would likely be stipulated in a MOA as a measure to mitigate adverse effects to historic properties. Details on the content of the HAER report will be subject to MOA negotiations. The MOA will, for example, specify the number of photographic views to be included and the number of archive quality reports that will be produced. While the City, Caltrans, and State Historic Preservation Office (SHPO) will all review and approve the HAER report, it is anticipated that the report will not be subject to review by the National Park Service and it will not be sent to the Library of Congress. The estimated budget for this task assumes the report will include up to twelve views of the bridge taken in large format photography and that four archive copies of the report will be produced, including one set of archival negatives.

Task 7.3 - CEQA/NEPA Environmental Clearance (Work to take place in both Phase 1 & Phase 2)

Notice of Preparation

SWCA will provide assistance to City staff to prepare and distribute notification lists for a Notice of Preparation (NOP) required by CEQA. SWCA will prepare the NOP and be responsible for assisting the City in mailing notices. If desired by the City, SWCA can be identified as the primary contact for the NOP.
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CEQA/NEPA Environmental Clearance Documents
The Environmental Project Team coordinated by SWCA will perform all work necessary to complete the environmental process under CEQA and NEPA to obtain the required environmental approvals, including the preparation of notices. All environmental work will be coordinated with Quincy Engineering and the City. It is understood that the project will likely be covered under a NEPA Categorical Exclusion (CE), which would be prepared by Caltrans as the NEPA lead agency under delegation from FHWA.

Based on the previous alternatives analysis conducted by the City, there is the potential that implementation of either rehabilitation or replacement alternatives would result in significant, adverse, and unavoidable impacts. The determination to prepare an Environmental Impact Report (EIR) is a decision that the City (as the lead CEQA agency) will make based on the results of the technical and environmental studies and completion of the Initial Study. Should significant adverse effects be identified during preparation of any of the environmental studies, Quincy Engineering and SWCA will consult with the City and Caltrans. If the impacts resulting from the proposed project cannot be mitigated to a less-than-significant level, or if there is significant controversy on environmental grounds, it is likely that an EIR would be the appropriate level of review.

Based on the assumption that the City will likely determine that the project requires EIR-level of review, SWCA proposes to prepare a Focused EIR. While the EIR will assess all resources required by CEQA, focused analysis will be conducted for the following: Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions and Climate Change, Hazards/Hazardous Materials, Noise, Recreation, Transportation/Traffic, Water, and Land Use. Potential Population/Housing, Public Services/Utilities, Energy, and Wastewater impacts will likely be less than significant. The EIR would look at a range of build alternatives and a no-build alternative. SWCA assumes no more than three (3) alternatives.

The scope of work assumes that the City will distribute the NOP and EIR to the public, agencies, and State Clearinghouse.

SWCA will provide the following deliverables to the City as part of the Phase 1 scope of work:
- Initial Study (electronic copy)
- Project Description (electronic copy)
- Notice of Preparation (electronic copy)
- Administrative Draft EIR (10 hard copies, 2 CDs with .doc and .pdf versions)
- Draft EIR (30 hard copies, 30 CDs with .pdf versions, 2 CDs with both .doc and .pdf versions)

SWCA will provide the following deliverables to the City as part of the Phase 2 scope of work:
- Notice of Completion (electronic copy)
- Notice of Availability (electronic copy)
- Administrative Final EIR and Response to Comments (10 hard copies, 2 CDs with .doc and .pdf versions)
- Final EIR and Response to Comments (30 hard copies, 30 CDs with .pdf versions, 2 CDs with both .doc and .pdf versions)

**TASK 8 - Bridge Architecture, Visual Simulations & Streetscape Enhancements**
MacDonald Architects will perform the following tasks to develop the bridge architectural feature concepts:

**Task 8.1 – Research and Meeting (Phase 1)**
- Obtain all of the latest data from engineers regarding all dimensions of the bridge and geometry of adjacent roadways.
- Participate in one team meeting to obtain project data on various materials needed for work with architectural bridge schemes.

**Task 8.2 – Hand Sketches (Phase 1)**
A total of two (2) architectural themes will be developed in the form of hand sketch drawings. Hand sketches will include different perspectives of the bridge and key details.

**Task 8.3 – Illumination and Lighting (Phase 2)**
- Develop lighting layout recommendations for safety and decorative needs with the engineer and the stakeholder, including the required number of fixtures.

**Task 8.4 - Photo Simulation of Project Alternatives (Phase 1)**
The HLA Group (HLA) will review the programmatic design requirements, City ordinances, and design recommendations associated with the project. Using the architectural sketches developed by MacDonald Architects, HLA will produce photo realistic renderings of three (3) alternative bridge designs, concept planting and hardscape...
improvements. From vantage points requested by the City and QEI, HLA will prepare images based on the preliminary concepts. Photo simulation images will be prepared using a combination of AutoCad, Sketch-up and Adobe Photoshop. Images will be provided in a digital, color format and in multiple resolutions if needed. The visual simulations will become exhibits to support the Visual Impact Assessment environmental technical study.

**TASK 9 - Public Outreach** (Work to take place in both Phase 1 & Phase 2)

**Task 9.1 - Scoping and Determination of Goals and Strategies**

Lisa Wise Consulting (LWC) will attend one scoping meeting and conduct several follow up telephone calls with the City and QEI to refine and confirm goals, approach, timeline, and deliverables associated with the public meetings.

**Task 9.2 - Interviews**

LWC will prepare a survey instrument, with input from the City and QEI, and conduct five one-on-one interviews with individuals identified by the City. Interviewees could include civic leaders, business leaders, property owners, community organizations, elected leaders or others. The intent of the interviews is to gather information on the project, prioritize issues, and identify key stakeholders (individuals and associations).

LWC will summarize responses gathered during the interviews and provide them to the project managers within two weeks of the interview. LWC will use a format that will inform the decision-making process, but not enable the association or recognition of any individual.

**Task 9.3 - Comprehensive Stakeholder Database**

LWC will create a comprehensive database of key stakeholders and interested parties. This database will include names of stakeholders and interested parties and groups, their phone & email contact information, website and other Social Media physical addresses, and affiliation, where available and appropriate. LWC will consider this database “Confidential.” Confidential means that LWC will not release any information in the database unless authorized by the City, QEI and/or the individual whose information is being sought (TBD).

**Task 9.4 - Meeting Promotion/Advertising**

LWC will use the most effective and appropriate means to promote and advertise the meetings. The intent is to conduct an open and transparent process, where members of the community who wish to participate have varied and substantive opportunities for input. LWC will use print (i.e. newspaper, free press), radio, and will coordinate postings on City and County website(s) and Facebook pages. LWC will also use posters placed in key retail and public locations. LWC may rely on assistance from the City in placing flyers throughout the community. LWC will also work closely with civic leaders at the City to identify important community groups, and will alert them directly of meeting times, dates and places.

**Task 9.5 - Meeting Facilitation**

LWC will attend and facilitate three (3) public meetings and provide a “lead” facilitator and assistant facilitator for each meeting. LWC will work with the City and Consultant Team to prepare meeting collaterals, which may include PowerPoint presentations, visual preference boards, and informational posters. LWC will also provide flip charts, writing instruments, comment cards, etc. LWC will create and collect the attendee lists for these meetings and make them available to the City within several days of each meeting.

- **Two Design Workshops** - Two of the three meetings will be design workshops that will focus stakeholder attention and gather input on the physical design of the bridge. The Consultant Team will assess community sentiment by collecting feedback on alternative options (posed by project architects and engineers). The Consultant Team will also identify areas of consensus and seek alternatives in areas of divergence.

- **One Final Meeting** - The third meeting will take place once the draft design has been chosen, the public hearings are under way, and the environmental documents are being addressed.

**Task 9.6 - Summaries**

LWC will provide final notes summarizing the three meetings. LWC will work with the Consultant Team and the City to review draft versions of the meeting notes. Final meeting notes will summarize outcomes, areas of consensus, and points of divergence.
Task 10 - Project Report & Funding Documentation

A Project Report will be prepared that will summarize the findings of the above work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Geometric Approval Drawings
- Design Hydraulic Study
- Preliminary Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging and detour requirements
- Preliminary alignment drawings
- Bridge APS Drawings
- Bridge Type Selection Form
- APS discussion and evaluation
- Summary of environmental studies
- Cost estimate for each alternative
- Schedule to complete final design
- Evaluation of existing bridge

This report will be presented to and discussed with the City in draft form. All comments will be addressed and incorporated in the final report. Final design will occur upon concurrence by the City and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project’s final design.

Assistance with Funding Documentation

QEI will assist the County with the Caltrans/FHWA funding forms, project administration, and supporting documentation. This includes filling out revised forms (including Exhibits 6-A and 6-D), Requests for Authorization, design exceptions and funding exceptions as needed. As requested, QEI will track the funding authorization (E-76), and make recommendations on when any schedule or cost change requests should be made to Caltrans/FHWA.
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PHASE 2 – FINAL DESIGN TASKS

TASK 11 - Plans, Specifications & Estimate (PS&E)

Tasks 11.1 - Bridge Design

QEI will design the structures using Load Resistance Factor Design following AASHTO LRFD Bridge Specifications, 4th Edition with the 2008 interims and the California Amendments. For seismic design, Caltrans Seismic Design Criteria (Version 1.6) will be followed. Other references that QEI will follow are Caltrans Division of Structures “Bridge Memo to Designers”, “Bridge Design Aids”, “Bridge Design Details” and the “Office of Specially Funded Projects Information and Procedure Guide”. The current scope of work is based on final design of a cast-in-place, post-tensioned concrete box girder with historical elements. If a steel pony truss alternative is selected, some tasks can be eliminated while additional tasks would be required. It is currently envisioned that a similar total number of hours would be required for either alternative.

Task 11.2 - Approach Roadway Design

The final approach roadway design will be completed in accordance with applicable City Standards, Caltrans Highway Design Manual, AASHTO’s “A Policy on Geometric Design of Highways and Streets” and Caltrans Standard Specifications. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Typical cross-sections will show and dimension all geometric elements, including pavement widths, shoulders, curbs, medians, drainage ditches, landscaping concepts and right-of-way. Design cross-sections will be developed on approximately 50-foot intervals.

QEI will develop construction/traffic handling plans which will depict the sequence of construction activities as well as how traffic will maneuver throughout the project area during this time. Temporary traffic control items such as K-rail, cones, striping, etc. will be clearly shown on the plans for each stage. QEI will develop signing and pavement delineation plans per City standards.

Drainage design will be completed in accordance with the recommendations from the Drainage Report. Drainage facilities will be shown on the layout plan sheets. Existing facilities will appear as dropouts in the background. The proposed drainage work will be shown as solid lines. Drainage Profiles of all drainage systems will be shown in profile view including existing and proposed elevations of inverts, pipes, etc. The drainage details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

The plan sheets will be prepared in CADD according to City and Caltrans' drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the State of California) in responsible charge of the design, in accordance with the Local Programs Manual.

The following plan sheets are anticipated:

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<thead>
<tr>
<th>Bridge Plans</th>
<th>Roadway Plans</th>
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<tr>
<td>Bridge General Plan</td>
<td>Title Sheet and Location Map</td>
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<td>Deck Contours</td>
<td>Typical Sections</td>
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<td>Foundation Plan</td>
<td>Layouts</td>
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<tr>
<td>Abutment Layouts</td>
<td>Profile Sheets</td>
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<td>Abutment Details</td>
<td>Drainage Plans</td>
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<tr>
<td>Pier Layout</td>
<td>Drainage Profiles</td>
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<tr>
<td>Pier Details</td>
<td>Construction Area Signs</td>
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<tr>
<td>Typical Section</td>
<td>Construction Details</td>
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<tr>
<td>Girder/Slab Layout</td>
<td>Traffic Handling Plans</td>
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<td>Girder/Slab Reinforcement</td>
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<td>Bridge Railing Details</td>
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<td>Approach Slab Details</td>
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<td>Log of Test Borings Sheet</td>
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Task 11.3 - Fact Sheets for Design Exceptions

QEI will identify all non-standard features and prepare a design exception matrix identifying the non-standard feature, standard which is violated, etc. QEI will use this to coordinate with the City to determine which non-
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standard items will be included within Design Exception Fact Sheets. QEI will prepare draft and final Fact Sheets for City approval for the preferred alternative.

Task 11.4 – Conceptual Storm Water Pollution Prevention Plan (SWPPP)
QEI and WRECO will coordinate to prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

QEI and WRECO each have a Qualified SWPPP Developer (QSD) prepare a Conceptual Storm Water Pollution Prevention Plan (SWPPP) that incorporates the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. QEI will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, inspection forms etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the Client (LRP).

Task 11.5 – 65% Plans (Unchecked Details)
A meeting will be held upon completion of the unchecked details to discuss both the bridge and the roadway plans. (This should save considerable time in the City’s review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.)

Task 11.6 – Independent Design Check
Once the 65% plans have been submitted, an independent check will commence. The designer and checker will come to agreement on any discrepancies. QEI will incorporate all of the City comments and submit responses in writing. QEI will perform a bridge independent check of QEI’s bridge design using Caltrans’ latest standards.

Task 11.7 – Specifications
Technical Special Provisions based on Caltrans Standard Special Provisions (SSP) will be prepared. QEI will combine these with City-provided boilerplate specifications.

Task 11.8 – Construction Quantities & Estimate
QEI will prepare a detailed estimate. The estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information along with prices from Caltrans latest Construction Cost Manual.

Task 11.9 – Quality Control & Constructibility Review
As an integral part of the QEI QC/QA Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has an associated pay clause.

QEI also has an in-house Construction Management Group. They will perform a Constructability Review of the plans and specifications.

Task 11.10 – Submittal of 90% (Draft) PS&E
After the QC/QA and constructability reviews have been completed the Draft PS&E along with design, check, and quantity calculations, will be submitted to the City for their review. The 90% submittal shall consist of three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:

- Responses to City comments on the 60% submittal
- Checked complete replacement structure/roadway and channel plans,
- City Boiler Plate and Special Provisions,
- Detailed construction estimate and working day schedule; and
- Incorporation of City’s “red-lined” set of 60% plan comments.
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Task 11.11 – Final 100% PS&E
Upon receiving City comments on the 90% submittal QEI will prepare the final plans, specifications and estimate. We will submit three (3) bound hard copies, one (1) unbound hard copy, and one (1) electronic copy of the following:
- Final design plans with cover sheet stamped and signed by the project engineer in both full- and half-sizes (11"x17");
- One original stamped and wet-signed signature page of the Special Provisions;
- Contract Specifications;
- Final design and design check calculations;
- Quantity and quantity check calculations;
- Working day schedule;
- Incorporation of City’s “red-lined” set of 90% plan comments; and
- Final Engineer’s Estimate.

Task 11.12 – Resident Engineers (RE) Pending File
QEI will prepare the Project RE Pending File which will include the following:
- Environmental Commitments Record
- Cross-Sections
- Bridge As-built Plans
- Joint Movement Calculation Sheet
- Structure Four-Scales

**TASK 12 - Technical Support for PS&E**

**Tasks 12.1 – Design Level Geotechnical Services**
Under this phase of work, Fugro will prepare a Geotechnical (Foundation) Report for the design of the bridge replacement. The report will be prepared for the approved project and will take place after the Type Selection/Alternatives Analysis/Project Report is complete. The scope of field work for these tasks may be modified depending on the results of the Structure Type Selection process.

We have assumed that at least one boring would be drilled at the site to supplement the existing data, obtain deeper information that may be needed depending on the foundation type selected, and to obtain additional sample of soil and rock materials that will allow for more sophisticated testing that should help to provide a more suitable and efficient foundation design for the loading conditions considered. If the team decides that additional borings are needed, we would need to reevaluate the scope of work currently being proposed. The report will provide recommendations for both the design of the roadway and structure foundations in a single report. The tasks are described below:

- To initiate the project, Fugro will consult with the City and other members of the design team to review the project objectives and the approach to providing geotechnical services for design. Fugro will request a map showing the alignment, approximate location of the proposed improvements, bridge loading information, and the site topography (suitable for estimating boring elevations and preparing the Log of Test Boring sheet) be provided prior to beginning the field exploration program for the project. Access to the street and an encroachment permit (if needed) for the field exploration will be coordinated with the City.
- Fugro will prepare a health and safety plan for the field work, and visit the site to coordinate access for field exploration. Fugro will also obtain an encroachment permit from the County for the field work. It is assumed that any environmental studies, permits, or documents required for the field work will be provided to Fugro. Fugro will mark the locations of their planned explorations and contact Underground Services Alert (USA) to review the locations relative to underground utilities. Fugro will not be responsible for damages resulting from buried structures or underground utilities that are not brought to their attention and properly marked at the site.
- Field exploration will be performed to obtain subsurface information for design of the roadway and bridge foundation. As planned, one boring will be drilled using a truck-mounted drill rig equipped with hollow stem augers. Drill fluids will be added to the augers to help stabilize the hole if needed. The borings may be deepened or terminated at shallower depths depending on the conditions encountered during drilling. We will initially sample the borings at approximately 5-foot intervals using standard penetration test (SPT) split spoon or modified California split spoon samplers. Once bedrock is encountered, we may switch to use a CME continuous coring system to advance the borings and sample the rock materials. The samples will be used to classify the materials encountered, and be retained for subsequent laboratory testing. The borings will be...
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backfilled with 2-sack slurry or cement-grout upon on the completion of drilling, and be topped with 1 sack of rapid-set concrete colored black. Excess soil cuttings will be hauled off site, and be disposed of at a location identified by the City. The team expects that about 1 cubic yard of soil would be removed from the boring.

- Traffic Control: Fugro will provide traffic control during the course of our exploration. A lane will be closed during the drilling. Traffic can be routed past the work area with flagging or a detour as requested by the City.

- Naturally Occurring Asbestos (NOA): Fugro will review the samples collected from the field exploration program for the presence of serpentine rocks that may contain naturally occurring asbestos. If needed, samples will be selected for testing to assist in identifying if NOA is present within the samples. A Fugro geologist will review data collected and provide an opinion as to whether or not NOA mitigations need to be addressed for the project in accordance with San Luis Obispo County Air Pollution Control District requirements.

- Corrosion Survey: In accordance with Caltrans guidelines, we will observe existing drainage structures and the bridge for obvious signs of corrosion. Samples from the borings will be selected for corrosion testing. The data obtained from the corrosion survey will be conducted in accordance with Caltrans test methods to provide information for the design of culverts

- Hazardous Materials: This scope of work specifically excludes the search for and evaluation of hazardous materials in soil, water, or air. The cost for work performed in association with the discovery of hazardous materials will be provided on a time and materials basis, and is not included in this work.

- Laboratory tests will be performed on selected samples obtained from the field exploration program to assist in our characterization of the geotechnical engineering properties of the materials encountered. We expect to perform tests for soil classification, compaction, shear strength, consolidation, corrosion, and R-value.

- Fugro will prepare a draft Geotechnical Report for the project. The draft report will be submitted in Adobe portable document file (pdf) format for review by the City and the design team. Hard copies of the report can be provided, if requested. Graphics showing the site location, locations of field explorations, and interpreted subsurface profile along the alignment(s) will be submitted with the report. Field and laboratory data obtained from the geotechnical study will be included in the report. Additional exploration or evaluation may be recommended based on the results of the work performed. The following opinions and recommendations regarding the foundation design will be provided in the report:

  - Site geology, faulting and seismicity;
  - Seismic design criteria for use with Caltrans design methods;
  - Liquefaction potential and considerations relative to foundation design (negative skin friction, and estimated seismic settlement of approaches and pile foundations, if needed);
  - Structural sections for asphalt concrete pavements based traffic indices provided to us
  - Corrosion considerations for design of subsurface structures (minimum cement factors estimated in accordance with Caltrans guidelines);
  - Naturally Occurring Asbestos (NOA),
  - Suitable foundation types for the conditions encountered (such as spread footings, driven concrete or steel piles, CISS, or CIDH piles),
  - Specified tip elevation, settlement, and size for suitable deep foundation types and class of pile loading considered (up to 2 pile types can be considered),
  - Lateral capacity of single pile foundations for free-head and fixed-head conditions based on p-y analysis;
  - Pile spacing and group reduction factors for vertical and lateral loads,
  - Lateral earth pressures, spring constants, and passive pressure resistance for abutment design;
  - Special considerations for approach fill settlements allowable slope inclinations, waiting periods, and need for monitoring; and
  - Construction considerations: need for dewatering, pile driving, CIDH pile construction, adjacent structures, temporary excavations, and shoring

- Fugro will prepare the Log of Test Borings sheets for the bridge. The sheets will be prepared on Caltrans standard plan sheets for logs of test borings, and can be modified to incorporate the County’s plan sheet border, if requested. A copy of the LOTB with be submitted with the draft Geotechnical (Bridge Foundation) Report.
Upon receipt of written comments, we will address the comments and incorporate them into the final Geotechnical Report and Log of Test Borings sheet. Four (4) hard copies and one Adobe portable document file (pdf) copy of the final report will be submitted, unless otherwise requested. The electronic copy of the LOTB will be submitted for inclusion in the plan set.

Tasks 12.2 – Design Level Bridge Architecture and Streetscape Enhancements
Subtask 12.2.1 Construction Details and Architectural Plan Check at 65% / 90% / 100%
MacDonald Architects will review key areas of the bridge structure details for incorporation into the engineers contract documents. These details will be for the belvederes, light fixtures, standards and outriggers, handrails/auto barriers, cable connections, sidewalk and pier shapes, surface patterns, sign standards and deck profiles. MacDonald Architects will check the engineer’s documents at the various plan stages for compliance with the approved design.

Subtask 12.2.2 – Final Design of Streetscape Improvements
HLA will prepare streetscape design features including monuments, decorative hardscape and/or landscape features. Proposed monuments and initial design concepts will be presented in sketch form for review and approval by the City. HLA will prepare preliminary level landscape plans for inclusion into the overall project plan set.

Upon approval of the Preliminary Plans, HLA will develop the necessary landscape drawings and technical specifications associated with the improvements. HLA will prepare and submit plans to QEI and the City as part of the overall document package at the 65%, 90% and 100% stages. HLA shall coordinate its services with other project design team consultants retained by the City as required to facilitate the landscape design intent and to maintain a construction budget in accordance with established budget. HLA shall prepare working drawings and technical sections of specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work.

The following Exhibits and Deliverables are anticipated at each of the above noted submittal stages.
- Preliminary Drawing Index
- Landscape Planting Plan
- Irrigation Plan
- Landscape construction, pavements, planting and irrigation details
- Specifications (65%, 90% & 100% final)
- Landscape Construction Cost Estimate

Tasks 12.3 – Preparation of Regulatory Permit Applications
Based on the Team’s knowledge of the permit process for federal and state agencies, implementation of this project will require permits from the USACE (Section 404 Nationwide Permit), CDFG (Section 1602 Streambed Alteration Agreement), and RWQCB (Section 401 Water Quality Certification). All regulatory agency permits must be obtained prior to commencement of construction activities. The permit packages would include completed permit applications, maps of the project location, site photographs, construction plans, and pertinent background reports. To facilitate the permitting process, SWCA will prepare signature-ready application packages following completion of the wetland delineation and biological studies. Once the environmental document has been completed, SWCA will submit the permit application packages. Permit application fees required for the project are not included in our team’s scope and are considered the responsibility of the City. Following submittal of the permit applications, SWCA will continue correspondence with each agency to clarify any questions, provide additional information, and conduct site visit(s) as needed to facilitate permit issuance.
PHASE 3 – BID PHASE ASSISTANCE TASKS

TASK 13 - Bidding & Construction Support
This scope and budget will be developed as part of completing the PS&E during Phase 2 and prior to project advertisement. It is anticipated that Phase 3 Bid Phase Assistance Tasks would include the following:

- Bidding Assistance/Construction Support;
- Design construction support;
- Attend pre-bid and pre-construction meetings;
- Respond to Requests for Information and prepare addenda;
- Review and provide comments on shop plan drawings;
- Review and approve Falsework;
- Construction site observations;
- Develop updated plans or plan revisions;
- Prepare Record Drawings; and
- Construction Staking (Optional)
### SUMMARY OF TASK DELIVERABLES

| TASK 1 - Project Management | Final Scope/Schedule  
|                            | Kick-off Meeting  
|                            | Project Meetings 12 meetings in Phase 1 (6 in-person/6 teleconference) & 8 Meetings in Phase 2 (4 in-person/4 teleconference)  
|                            | Project Progress Reports  
| TASK 2 - Topographic Surveying and Right-of-Way Mapping | Topographic Survey & Mapping Review  
|                            | Six (6) Creek Cross Sections  
|                            | Boundary Surveys  
|                            | Existing Right-of-Way Mapping  
|                            | Right-of-Way Exhibit  
|                            | Plat Maps & Legal Descriptions (for up to 4 parcels)  
| TASK 3 - Preliminary Engineering & Feasibility Study | Basis of Design  
|                            | Preliminary Plan & Profile Sheets  
|                            | Preliminary Roadway, Bridge & Project Cost Estimates  
|                            | Bridge Advance Planning Studies  
|                            | Life Cycle Cost Analysis  
|                            | Bridge Type Selection Report  
|                            | Alternative Aesthetic Treatments  
|                            | Historic Element Preservation Concepts  
|                            | Feasibility Study  
| TASK 4 - Hydraulics | Bridge Location Hydraulic Study Memo (Draft and Final)  
|                            | Summary Floodplain Encroachment Report  
|                            | Bridge Design Hydraulic Study Report (Draft and Final)  
| TASK 5 - Geotechnical Investigations & Foundation Report | Preliminary Foundation Memorandum (Draft & Final)  
|                            | Bridge Foundation Investigation Report (Draft & Final)  
| TASK 6 - Utility Coordination | Utility Conflict Map, Utility A, B & C Letters  
|                            | Caltrans Reports of Investigations  
|                            | Caltrans Notice to Owners  
| TASK 7 - Environmental Clearance | Draft APE Boundaries  
|                            | Final APE Map  
|                            | Admin Draft, Revised Drafts & Final Project Description and Purpose and Need Draft of Public Notice  
|                            | Administrative Draft, Draft & Final Technical Reports  
|                            | Section 106 Compliance  
|                            | Finding of Effect (FOE)  
|                            | Memorandum of Agreement (MOA)  
|                            | ASR/HPSR/HRER  
|                            | NES Report  
|                            | Biological Assessment  
|                            | Wetland Delineation Report  
|                            | Section 4(f)  
|                            | Visual Impact Assessment  
|                            | Noise Study  
|                            | Draft & Final Environmental Document  
|                            | CEQA EIR/NEPA CE (anticipated level of ED)  
|                            | Notices for City Signature  

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**Scope of Work**
| TASK 8 · Bridge Architecture, Visual Simulations & Streetscape Enhancements | By MacDonald Architects.  
Bridge architecture design and hand sketches of 3 project alternative concepts  
By the HLA Group  
Visual Simulations of up to 3 bridge concepts  
Conceptual planting and landscape plan |
|---|---|
| TASK 9 · Public Outreach | Five (5) one-on-one Interviews  
Stakeholder Database  
Meeting Promotion and Advertising  
Two Design Workshops  
One Final Meeting |
| Task 10 · Project Report & Funding Forms | Draft Project Report  
Final Project Report  
Update Funding |
| TASK 11 · Plans, Specifications & Estimate (PS&E) | Bridge & Roadway Details  
65% Road & Bridge Plans  
65% Road & Bridge Check Calculations  
Independent Design Check  
Comment Summary Forms  
Conceptual SWPPP Specifications  
Roadway & Structure Quantities  
Final Design Calculations  
Construction Cost Estimate  
QC/QA Checklist  
90% PS&E Independent Final PS&E Review  
100% Final PS&E Review  
RE Pending File |
| TASK 12 · Technical Support for PS&E | By MacDonald Architects:  
Review of bridge architectural details at 65%/90%/100% Plans  
By HLA Group:  
Landscape Planting Plan  
Irrigation Plan  
Landscape construction, pavements, planting and irrigation details Specifications (65%/100%)  
Landscape Construction Cost Estimate  
By Fugro:  
Geotechnical Report (4 copies)  
Log of Test Borings sheet (4 copies) |
| TASK 13 · Bidding & Construction Support | Attend Pre-Construction Meeting  
Respond to RFI's  
Shop Plan Review |