

ATTACHMENT 2

CITY OF ARROYO GRANDE CONTRACT FOR CONSULTANT SERVICES

This CONTRACT FOR CONSULTANT SERVICES ("Contract"), is made and effective as of October 8, 2019, 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 Contract shall go into effect on October 8, 2019 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The contract shall end on October 8, 2022, unless extended by contract amendment. Consultant is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by City.

2. **CHANGE IN TERMS**

(a) This contract may be amended or modified only by mutual written Contract of the parties.

(b) The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the City's Contract Administrator.

(c) There shall be no change in the Consultant's designated Project Manager or members of the project team, as listed in the Consultant's Proposal, without prior written approval by the City's Contract Administrator.

3. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in the City's Request For Proposals, Exhibit "A," and Consultant's Proposal, Exhibit "B," which exhibits are attached hereto and incorporated herein by this reference.

4. **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 perform, at a minimum, using 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 Contract.

5. **CONTRACT ADMINISTRATION**

The Director of Community Development shall be the Contract Administrator and shall represent City in all matters pertaining to the administration of this Contract. Mark L. Reno, Principal shall represent Consultant in all matters pertaining to the administration of this Contract

6. **PAYMENT**

(a) The method of payment for this contract will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in Section 34 of this contract. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by City.

(b) Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 11 and 12.

(c) Consultant shall not commence performance of work or services until this contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

(d) Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of Section 34 of this contract. The final invoice should be submitted within 60-calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Arroyo Grande
Attn: Director of Community Development
300 East Branch Street
Arroyo Grande, CA 93420

(e) The total amount payable by City shall not exceed \$ 1,237,398.

(f) All subcontracts in excess of \$25,000 shall contain the above provisions of the prime contract.

(g) The Consultant must correct any errors or omissions to its work identified by the City at no additional cost to the City

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

(a) Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

(b) Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

(d) All subcontracts in excess of \$25,000 shall contain the above provisions

8. STATE PREVAILING WAGE RATES

(a) CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

(c) When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

9. FUNDING REQUIREMENTS

(a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

(b) This contract is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the City Council that may affect the provisions, terms, or funding of this contract in any manner.

(c) It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

(d) The City has the option to void the contract under the 30-day termination clause pursuant to Section 11, or by mutual agreement to amend the contract to reflect any reduction of funds.

10. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City reserves the right to terminate this contract upon thirty (30) calendar days written notice to the Consultant with the reasons for termination stated in the notice.

(b) The City may terminate this contract with the Consultant should the Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. If the City terminates this contract with the Consultant, the City shall pay the Consultant the sum due to the Consultant under this contract prior to termination, unless the cost of completion to the City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due the Consultant under this contract and the balance, if any, shall be paid to the Consultant upon demand.

(c) The maximum amount for which the City shall be liable if this contract is terminated is one dollars.

11. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Contract 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;
- (c) Assignment of this Agreement by Consultant without the consent of City; or
- (d) End of the Contract Initial Term specified in Section 1, unless otherwise extended.

12. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Contract shall constitute a default. In the event that Consultant is in default for cause under the terms of this Contract, City shall have no obligation or duty to continue compensating Consultant

for any work performed after the date of default and can terminate this Contract immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

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

13. **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 Contract;

(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 Contract, any materials used in Consultant's performance under this Contract, or the conduct of the services under this Contract;

(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 Administrator 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 Contract.

(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.

14. **OWNERSHIP OF DOCUMENTS**

Upon completion of, or in the event of termination or suspension of this Contract, 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 Contract shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at 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. Upon request by City, Consultant shall make available all work papers and reports to any successor auditor in a timely manner.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants' (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

16. AUDIT REVIEW PROCEDURES

(a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by Contract, shall be reviewed by City's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

(d) Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract

terms and cause for termination of the contract and disallowance of prior reimbursed costs.

17. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, 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 to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Contract.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity Contracts with provisions identical to those set forth herein from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Contract or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Contract, 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.

18. INSURANCE

Consultant shall maintain, prior to the beginning of and for the duration of this Contract, insurance coverage as specified in the Request for Proposals. Contract Exhibit "C" – INSURANCE REQUIREMENTS is attached hereto and incorporated herein as though set forth in full.

19. 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 Contract 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 Contract. 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 Contract. Except for the fees paid to Consultant as provided in the Contract, 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.

20. 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 Contract, 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 Contract or any work to be conducted as a result of this Contract. Violation of this Section shall be a material breach of this Contract entitling the City to any and all remedies at law or in equity.

21. 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 Contract.

22. SAFETY

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

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

23. RELEASE OF INFORMATION

(a) All information gained by Consultant in performance of this Contract 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 Contract 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 Contract 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.

24. CONFLICT OF INTEREST

(a) Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial

interest in the outcome of this contract, or any ensuing City construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

(c) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

(d) The Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

25. **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

26. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

(a) Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

27. CONTINGENT FEE

Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

28. NOTICES

Any notice which either party may desire to give to the other party under this Contract 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 Director of Community Development 300 East Branch Street Arroyo Grande, CA 93420
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To Consultant: Quincy Engineering, Inc
Mark L. Reno, Principal
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

29. **ASSIGNMENT**

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

30. **SUBCONTRACTING**

(a) Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.

(b) Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

(c) Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

(d) All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

(e) Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

31. **CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR**

(a) If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

(b) Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable

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

(c) Services of Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

(d) Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

32. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

33. RETENTION OF FUNDS

(a) Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(b) No retainage will be withheld by the City from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

34. EQUIPMENT PURCHASE

(a) Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the City's

Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

(d) All subcontracts in excess \$25,000 shall contain the above provisions.

35. **STATEMENT OF COMPLIANCE**

(a) Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(c) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

(d) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

36. DEBARMENT AND SUSPENSION CERTIFICATION

(a) Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

37. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

(a) This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

(b) The goal for DBE participation for this contract is 13%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10- O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

(c) DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

(d) Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

(e) A DBE firm may be terminated only with prior written approval from the City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the City's consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

(f) A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

(g) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

(h) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

(i) The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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

(k) If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date

38. **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 Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

39. **ENTIRE CONTRACT**

This Contract contains the entire understanding between the parties relating to the obligations of the parties described in this Contract. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract 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.

40. **TIME**

City and Consultant agree that time is of the essence in this Contract. Time constraints are selection factors on individual service request. The consultant must start work within two weeks from receipt of a written authorization to proceed unless an alternate timeframe has been agreed upon. The City expects the work to be actively pursued until complete.

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

Consultant is bound by the contents of the City's Request for Proposals, Exhibit "A", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant. In the event of conflict, the requirements of City's Request for Proposals and this Contract shall take precedence over those contained in the Consultant's proposals.

42. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Contract 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 Contract 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.

43. **AMENDMENTS**

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

44. **REPORTS AND MEETINGS**

The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed. The Consultant Project Manager shall meet with City, as needed, to discuss progress on the contract.

45. **INSPECTION OF WORK**

The Consultant and any subconsultants shall permit the City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

46. **CONTRACT**

The two parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

47. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Contract on behalf of Consultant warrants and represents that he/she has the authority to execute this Contract 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 Contract to be executed the day and year first above written.

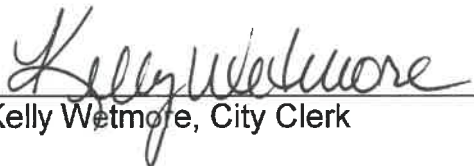
CITY OF ARROYO GRANDE

By: 
Caren Ray Russom, Mayor

CONSULTANT

By: 
Mark L. Reno, Principal

Attest:


Kelly Wetmore, City Clerk

Approved As To Form:


Heather K. Whitham, City Attorney



Community Development Department

REQUEST FOR QUALIFICATIONS and PROPOSAL (RFQ/RFP)

**PROFESSIONAL ENGINEERING SERVICES
FOR THE
TRAFFIC WAY BRIDGE REPLACEMENT PROJECT
BRIDGE NO. 49C-0318**

FEDERAL PROJECT NO. BRLS-5199 (030)

Mail/Deliver to:

City of Arroyo Grande Community Development Department
Attention: Robin S. Dickerson, PE, City Engineer
300 East Branch Street
Arroyo Grande, CA 93420

Proposals Due:

4:00 P.M.
January 17, 2019

REQUEST FOR QUALIFICATIONS and PROPOSAL

PROFESSIONAL ENGINEERING SERVICES for the Traffic Way Bridge Replacement Project Bridge No. 49C-0318

Federal Project No. BRLS-5199(030)

The City of Arroyo Grande is inviting qualified firms to submit proposals to provide Professional Engineering Services for the **Traffic Way Bridge Replacement Project**.

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 Disadvantaged Business Enterprises (DBE) subconsultants have an opportunity to augment their team. The City has established a **DBE Goal of 13%**. Consultants responding to the RFP 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.

Consultant services will include, but not be limited to, the following: bridge design and roadway engineering; quantity calculations; environmental surveys, preparation of environmental documents and permit applications; preliminary right of way engineering; utility research and coordination; hydraulic analysis; geotechnical engineering; topographic and boundary surveying; preparation of bid-ready Plans, Specifications, and Estimates (PS&E) which meet all Federal, State, and City requirements and are in conformance with the Federal Highway Administration's Highway Bridge Program; bid support; construction support services, including but not limited to shop drawing review and falsework structural calculation check, material submittals and Request for Information (RFI) reviews; and preparation of as-built drawings upon project completion. Right of way acquisition services will be procured under a separate contract, after preliminary engineering is completed.

This Request for Qualifications and Proposal is posted on the City's website at <http://www.arroyogrande.org/Bids.aspx>

Any changes, additions, or deletions to this Request for Qualifications and Proposal will be in the form of written addenda issued by the City. Any addenda will be posted on the website. Prospective proposers 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 proposer to receive such addenda. All addenda so issued shall become a part of this Request for Qualifications and Proposal.

If your firm is interested and qualified, please submit five (5) hard copies of your proposed package, one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive or compact disk, and cost proposal in a separate sealed envelope to the address listed on the cover page of this RFP.

REQUEST FOR QUALIFICATIONS and PROPOSAL

PROFESSIONAL ENGINEERING SERVICES

for the

Traffic Way Bridge Replacement Project

Federal Project No. BRLS-5199(030)

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ATTACHMENTS:

- A SAMPLE City of Arroyo Grande Agreement for Consultant Services (Includes City Insurance Requirements)**
- B Caltrans LAPM Exhibit 10-R (Required Contract Language)**
- C City Proposal Forms**
- D Caltrans LAPM Proposal Forms**
- E Traffic Way Bridge Reports**
 - 1. 2006 Hydraulics Report**
 - 2. 2016 BIRIS Report**
 - 3. Scour Plan of Action**
- F As-Built Bridge Plans**

I. INTRODUCTION

Project Background

The Traffic Way Bridge spans Arroyo Grande Creek allowing Traffic Way to connect to West Branch Street. Traffic Way is an arterial roadway that conveys approximately 11,000 vehicles per day. Traffic Way follows a north-south corridor approximately 0.1 miles east of State Route 101 in the City of Arroyo Grande. The Traffic Way Bridge at Arroyo Grande Creek (Bridge Number 49C-0318) is a gateway bridge to State Route 227 at The Village of Arroyo Grande.



Vicinity Map

Caltrans completes bridge inspections for the Traffic Way Bridge once every two years. In 2006, the bridge was designated scour critical meaning that the supporting members of the bridge are compromised due to erosion of surrounding soil. The last inspection of the Traffic Way Bridge was completed in 2016. This inspection found signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion. In March 2018 it was determined that not only is scour an issue, but that the foundation is vulnerable in bearing capacity. Caltrans had determined the bridge to be a high risk and reclassified the bridge from a scour counter measure project to a bridge replacement project.

Caltrans Functional Classification for Traffic Way is "Minor Arterial". The bridge is located on the east side of the City and approximately 1000' east from Highway 101.

The Traffic Way Bridge was constructed in 1932 making the bridge 86 years old. In general, the design life of a bridge is 100 years. The Traffic Way Bridge is a reinforced concrete structure which is supported by abutments on each end of the bridge as well as concrete piles.

The latest Caltrans' BIRIS Report indicated the Bridge status as neither "Functionally Obsolete" nor "Structurally Deficient", with a "Sufficiency Rating" of 73.6. In March 2018 Caltrans reclassified the Traffic

Way Bridge as a bridge replacement project and has requested that the City of Arroyo Grande proceed with bridge replacement.

Scour is occurring along the middle piers of the Traffic Way Bridge where the bottom of the channel is significantly lower, approximately 12 feet, than when the Bridge was constructed. In October 2015, a Bridge Scour Evaluation Plan of Action report was prepared. This report estimates the capacity of some of the Bridge piers is 2/3 of the design load. The scour is severe enough that the foundation is vulnerable in bearing capacity. It is for this reason that Caltrans has deemed this a priority bridge replacement project. Runoff at the abutments is causing erosion of the abutment embankments, and there is drift debris accumulating on the upstream side of the middle piers.

The current Bridge Inspection Reports are included in this RFP Attachment E. As-Built Bridge Plans are included in RFP Attachment F.

Proposed Improvements

The proposed improvement will include the following components:

- Analyze short term monitoring per Scour Plan of Action Report and update report as required.
- Replacement of existing Traffic Way Bridge with a single span structure replacing the current 3 lane bridge with 3 lanes and 4' shoulders. Bridge type selection will be determined by the consultant during design phase.
- Existing bike lanes and shoulder will also be replaced on both sides of the bridge bringing them to current standards.
- Architectural bridge treatment design. Architectural design options to be coordinated with City Staff.
- Appropriate Revegetation.

II. QUALIFICATIONS

The City of Arroyo Grande Community Development Department seeks a qualified, professional, engineering team to provide engineering, environmental and right of way services relating to the Design of the Traffic Way Bridge Replacement Project. Professional services may include, but not be limited to, the following: bridge design and approach roadway engineering, quantity calculations, environmental surveys, preparation of environmental documents, preparation of permit applications, right of way engineering, utility coordination, hydraulic analysis, geotechnical engineering, topographic and boundary surveying, construction staking, bid and construction assistance (including but not limited to shop drawing review and falsework structural calculation check), preparation of a complete Plans, Specifications, and Estimates (PS&E). U.S. Customary Units (English) shall be used.

The consultant will provide a California registered Civil or Structural Engineer with recent bridge design experience (minimum five years) for the design and administration of this 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.

III. SCOPE OF WORK

The Design Team 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 cost effective bridge plans, specifications, and cost estimate (PS&E) packages suitable for the advertising, bidding, and construction process. The PS&E package shall meet all Federal, State, and City requirements in conformance with the Federal Highway Administration's Highway Bridge Program (HBP).

The general scope of services outlined below is provided only as a guide in this RFP. Consultants should provide a detailed scope of services in their submitted work proposal as necessary to reflect the method and procedure in which they intend to provide the required professional services, consistent with the general scope of services.

Tasks

Anticipated Tasks and Deliverables may include, but are not limited to the following:

1. Design Support and Preliminary Studies:

Consultant shall be responsible to provide all engineering support and preliminary services required for design of this project. (Except those noted in the "City Responsibilities" section of this RFP). These tasks are expected to include, at a minimum: Supplemental Topographic Surveying for Base Mapping and Hydraulics Analysis; Geotechnical Soils Testing; Hydraulics Analysis; Floodplain Analysis.

Summary of Expected Deliverables:

1. Hydraulics Report
2. Geotechnical Report
3. Floodplain Analysis Report
4. Materials and Foundation Report
5. Bridge Type Selection Report and General Plan
6. Topographic and Boundary Surveying
7. Utility Relocation Maps
8. Final Right of Way Maps

2. Environmental Review, Coordination, Design and Permitting

The consultant shall be responsible for necessary special environmental studies and permits, and preparing the necessary documentation to obtain National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) clearances to satisfy the requirements of the project funded through the Federal Highway Administration's Highway Bridge Program (HBP). These tasks are expected to include, at a minimum: Environmental Field Review; Environmental Review for CEQA, NEPA and all required Technical Studies; Coordination with review and permitting agencies.

Summary of Expected Deliverables:

1. Environmental Studies and Reports, including but not limited to Biological Assessment, Impact Studies, Archeological Reports, Historical Survey Reports, etc.
2. Environmental Permits, including but not limited to Army Corps of Engineers, California Department of Fish and Game Streambed Alteration Agreements, Regional Water Quality Control Board Water Quality Certification, etc.

3. Environmental Documents pursuant to the California Environmental Quality Act and National Environmental Policy Act, with emphasis on the procedural requirements of Caltrans and the FHWA.
4. Environmental Monitoring and Mitigation Plans.
5. Tree Removal and Mitigation Plans.
6. Revegetation Plans.
7. Stream Diversion Plans.

3. Right of Way:

Consultant shall provide preliminary and final right of way engineering services needed to prepare the project plans. Right of way engineering services included as part of this RFP include providing the City with preliminary boundary limits, expected acquisition requirements, utility relocation maps, and coordination with affected property owners and utilities. Final right of way plats, legal descriptions and utility relocation plans to be provided as part of this contract. Right of way acquisition services will be procured under a separate contract, after preliminary engineering is completed.

4. Bridge and Roadway Design:

Consultant shall be responsible to provide all civil design services required to provide a final construction set of Plans, Specifications and Estimates for the Traffic Way Bridge. These tasks are expected to include, at a minimum: Bridge Selection, Aesthetic and Structural Design; Foundation Analysis and Design; Adjacent Roadway Improvements Design; Preparation of Plans, Technical Specifications and Estimates (PS&E); Utility Coordination and Relocations.

Summary of Expected Deliverables:

1. Preliminary Bridge Design for City Review
2. 65% Plans, Specifications and Estimates
3. 95% Plans, Specifications and Estimates
4. Final (Bid Set) Plans, Specifications and Estimates and RE File

5. Bidding and Award

Assist the City during bidding of the project. Includes responses to contractor RFI's, providing information to the City for Addendum preparation, and revisions to plans as necessary for Addendum revisions. Consultant shall participate in a Pre-Bid Meeting, if deemed necessary.

6. Construction Support Services

Consultant shall be available during construction to provide design clarification (but not limited to shop drawing review and false work structural calculation check). Upon construction completion, consultant shall prepare as-built drawings.

IMPORTANT: Do not include the total cost of construction support in your cost proposal – provide only an hourly rate. These services will be negotiated at the proposed hourly rate, and authorized as a contract amendment prior to start of construction.

7. Project Management and Meetings

The design consultant's project manager and project engineer, and project managers from all subconsultants, shall attend a project kick-off meeting. The bridge design project manager shall also attend progress meetings throughout the course of the project as recommended by the consultant. The consultant shall be responsible to provide project oversight and coordination as necessary for prompt and successful completion of all contract services.

Public outreach and presentations to the City Council regarding detour and traffic management plans, preliminary design and bridge replacement alternatives will be required. Plan on participating in two Outreach Meetings and two City Council Meetings.

General Conditions and Requirements

1. The Consultant 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 Consultant of professional responsibility during the performance of this contract. In those instances where the Consultant believes a better design or solution to the problem is possible, the Consultant shall promptly notify the City of these concerns, together with the reasons therefore.
3. The Consultant 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 City Design Standards, Caltrans Design Standards, the California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA), the responsibility for accuracy and completeness of such items remains solely that of the Consultant. **The Consultant or the Consultant'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 Consultant 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 Consultant will be held monthly or as often as deemed necessary by the City Project Manager. All work objectives, the Consultant's work schedule, the terms of the contract, and any other related issues will be discussed and any issues or problems resolved.
8. The Consultant 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 Consultant 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 Consultant shall comply with OSHA regulations regarding safety equipment and procedures, safety instruction issued by the City, and the safety provisions included in the Caltrans Survey Manual.
11. Surveys performed by the Consultant 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 Consultant 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.

Conflict of Interest

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the task order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

City Responsibilities

In general, the City will be responsible for the following items:

1. Providing copies of available plans, reports, and existing documentation on file in the Community Development Department for consultant's reference.

2. Designating a staff person as a contact for the project.
3. Acting as a liaison with the appropriate decision making bodies (City Council/Caltrans).
4. Coordinating plan checking and making approvals in a timely manner.
5. Ongoing grant administration and reporting as specified in the Grant for this project.

If the CONSULTANT assumes that the City of Arroyo Grande will provide resources other than those specifically indicated above, those assumptions should be clearly stated and highlighted in its proposal.

Tentative Project Design Schedule

Notice to Proceed Issued	March 21, 2019
Project Kick-off Meeting and Field Review	April 1, 2019
Topographic and Boundary Survey, Hydraulic Study, Preliminary Right of Way Engineering, and Geotechnical Investigation	Spring 2019
Environmental Work	Summer 2019 – Summer 2020
Preliminary Bridge Design and Roadway Plans	Spring 2019 – Summer 2020
Right of Way	Spring 2020 – Fall 2020
Plans, Specifications and Estimates (PS&E)	Spring 2021
Award Construction Contract	Summer 2021

IV. PROPOSAL SUBMITTAL PROCESS

Proposal Submittal

Each proposal must be received by mail, recognized carrier or hand delivered no later than 4:00 p.m. on January 17, 2019 and submitted on the form(s) provided and accompanied by any other required submittals or supplemental materials. Each proposal submittal must include five (5) hardcopies of your proposal package and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive or compact disk. A sealed Cost Proposal shall also be included in a separate envelope. No FAX submittals will be accepted. Late Proposals will not be considered and will be returned, unopened.

Proposal Package shall be addressed to:

City of Arroyo Grande
Community Development Department
Attn: Robin Dickerson, P.E., City Engineer
300 East Branch Street
Arroyo Grande, CA 93420

Proposal Package shall consist of two (2) sealed envelopes, each clearly labeled:

PROPOSAL

Professional Engineering Services for the
Traffic Way Bridge Replacement Project
Federal Project No. BRLS-5199(030)

COST PROPOSAL

Professional Engineering Services for the
Traffic Way Bridge Replacement Project

Federal Project No. BRLS-5199(030)

Proposal Requirements

1. Each individual or firm submitting a proposal (Consultant) shall meet all of the terms, and conditions of this Request for Qualifications and Proposal (RFP). By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City Engineer for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal received after the time specified or at any place other than that stated in the RFP will be considered.
3. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a proposal to be a subcontractor to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a proposal to be a subcontractor or from quoting prices to other Consultants submitting proposals.
4. All costs incurred in the preparation and submission of this Proposal and related documentation will be borne by the proposer.
5. It is preferred that all Proposals be submitted on recycled paper, printed on two sides.
6. This RFP 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 Proposals. The issuance of this RFP 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.
8. The City reserves the right to amend the RFP by addendum. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum.
9. All Proposals shall remain firm for 120 days.
10. The City reserves the right to award the contract to the firm who presents the Proposal which in the judgment of the City, best accomplishes the desired results.
11. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in a consultant's Proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in RFP Attachment A - SAMPLE City of Arroyo Grande Professional Services Contract. The contract will also incorporate specific provisions from Caltrans LAPM Exhibit 10-R, SAMPLE provided in RFP Attachment B. The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer 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 PROPOSAL, IT IS ADVISED THAT CONSULTANTS READ THE CITY INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.

13. Insurance Requirements: The selected Consultant is expected to: a) furnish properly executed certificates of insurance and additional insured endorsements to the Community Development Director prior to commencement of work under this Agreement, which shall clearly evidence all required coverages and provide that such insurance shall not be materially changed or terminated except on thirty (30) days prior written notice to City; b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and, (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

14. The proposals received shall become the property of the City of Arroyo Grande and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7 and are reasonably marked as "Trade Secrets", confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed as non-responsive.

Proposal / Award Phase Schedule

RFP Issued	December 12, 2018
All questions must be received by 5:00 p.m.....	January 7, 2019
Proposal Due.....	January 17, 2019
Proposal Evaluation Period.....	January 18 - 31, 2019
Interviews with 3 most qualified consultants (if necessary)	February 4 – 7, 2019
Contract Negotiation with highest ranked consultant	February 11 - 14, 2019
Caltrans A&I and A&E Reviews	February 18 – March 14, 2019
Contract Executed and Notice to Proceed Issued	March 21, 2019

Inquiries and Responses

All technical questions pertaining to this RFP shall be submitted in writing to the City Engineer Robin Dickerson at rdickerson@arroyogrande.org . The deadline for submitting questions is 5:00 p.m. on January 7, 2019. The question and its response will be posted on the City's website: <http://www.arroyogrande.org/Bids.aspx>. The City reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

Federal Funding Requirements

As the funding for this project includes Federal-Aid funding, the project must comply with federal requirements related to the use of Disadvantaged Business Enterprise (DBE) consultants. **As such, the City has determined that the DBE Goal for the proposed services for this project is 13%.**

Consultants are requested to meet the stated DBE goal, or show a good faith effort and to identify all DBE participants in their proposed team. RFP Attachment D contains Local Assistance Procedures Manual (LAPM) documents related to DBE which the consultant is required to submit and/or comply with.

The following documents are attached, and also available electronically on the Caltrans Local Assistance website <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>.

LAPM Proposal Forms:

Exh 10-I	Notice to Proposers DBE Information	Defines DBE Requirements and provides direction on locating qualified DBE Certified firms.	DO NOT SUBMIT This is for informational purposes only.
Exh 10-O1	Consultant Proposal DBE Commitment	Provides documentation of the consultant's DBE commitment for this project.	SUBMIT with Proposal
Exh 10-O2	Consultant Contract DBE Information	Provides cost information about the DBE firms included in the consultant's team,	DO NOT SUBMIT with Proposal. It shall be completed <i>ONLY</i> by the selected consultant.
Exh 10-Q	Disclosure of Lobbying Activities	Consultant disclosure	SUBMIT with Proposal
Exh 15-H	DBE Information – Good Faith Efforts	NOTE: The City HIGHLY RECOMMENDS a Good Faith Effort be submitted whether or not the goal is met, should an error be discovered during proposal evaluation.	SUBMIT with Proposal
Exh 17-F	Final Report – Utilization of DBEs	Final DBE utilization report	DO NOT SUBMIT with Proposal. It shall be submitted at Project Completion.
Exh 17-O	Final Report – DBE Certification Change	Final DBE certification report	DO NOT SUBMIT with Proposal. It shall be submitted at Project Completion.

LAPM Cost Proposal Forms – submit all in SEPARATE SEALED ENVELOPE:

Exh 10-H1	<p>Sample Cost Proposal for Actual Cost Plus Fixed Fee Contracts</p> <p>Use this format, or similar, in preparing your Cost Proposal.</p>	<p>PRIME CONSULTANT and SUBCONSULTANT COST PROPOSAL FORMAT</p> <p>For Caltrans Audits and Investigations Review</p>
Exh 10-H4	<p>Sample Cost Proposal for Contracts with Prevailing Wages</p> <p>Prepare and attach to Exh 10-H1 when Prevailing Wage work will be performed</p> <p>On Exh. 10-H1, place an asterisk (*) next to prevailing wage work classifications. Prepare and attach the Exh. 10-H4 for prevailing wage employees</p>	<p>PRIME CONSULTANT and SUBCONSULTANT, if applicable.</p> <p>For Caltrans Audits and Investigations Review</p>
Exh 10-K	<p>Consultant Certification of Contract Costs and Financial Management System</p>	<p>To be submitted by consultant and all subconsultants</p> <p>For Caltrans Audits and Investigations Review</p>
SR 1R	<p>Safe Harbor Indirect Cost Rate (ICR) – Consultant Certification of Eligibility</p> <p>Allows for an Indirect Cost Rate of 110%</p> <p>To be used in instances when a consultant and/or subconsultant does not have a documented Indirect Cost Rate</p>	<p>May be submitted in lieu of Exh 10-K</p> <p>For Caltrans Audits and Investigations Review</p>

Labor Compliance for Design Phase Field Work

1. Prevailing Wage Rates:

Pursuant to Labor Code section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for the public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The wage rates specified by the Director of Industrial Relations are available online at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

2. Certified Payroll Reports:

Once field work commences, the consultant/subconsultant shall submit to the City either Certified Payroll Reports (CPR) or Statements of Non-Performance each week. When field work has been completed, the last CPR shall be marked FINAL, and no further reports will be required.

3. Public Works Contractor Registration:

Consultant/subconsultant performing design phase field work for which prevailing wage rate requirements apply must be registered with the State of California Department of Industrial Relations as a Public Works Contractor. Proof of registration must be submitted to the City prior to commencing work. Register with the Department of Industrial Relations online at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

V. PROPOSAL CONTENT and ORGANIZATION

- a. **Cover Letter** - summarizing the key points of the statement (2 pages maximum).
- b. **Description of Firm** – A description of the firm’s organizational structure, the jurisdiction in which the firm is organized, and date of such organization. In addition, provide a brief description of projects of similar nature to those described in this RFP as well as projects/clients where consultant has performed as an extension of staff.
- c. **Qualifications** – Identify how much experience the firm and subconsultants have had with public agencies, and with Caltrans Local Assistance in preparing bid packages for projects funded through the Highway Bridge Program. Please do not list projects where major work was completed by staff no longer employed by the firm. Provide a statement of explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
- d. **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 RFP, and to any negotiations relating to the contract.
- e. **Insurance** - Consultant shall provide a statement confirming ability to provide the required insurance as described in this RFP.
- f. **Staffing** – An organizational chart identifying:
 - a. the project manager for the work, each key person or subconsultant who will be assigned to carry out the work;
 - b. the role each person will play in performing the work; and
 - c. a description of the experience and qualifications of such manager and key persons. Resumes should be included for all key individuals and subconsultants as an appendix to the submittal.
- g. **Project Understanding and Work Plan** – A clear concise statement of the firms’ 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. See Section III, Scope of Work, for minimum expected tasks and deliverables.
- h. **Critical Path Activities** – Consultant is encouraged to identify critical path activities for the project and to discuss innovative ways to expedite such activities.
- i. **Proposal Submittal Forms**

IN ADDITION TO INFORMATION LISTED ABOVE, Consultant shall submit the following forms with their proposal.

City Forms (RFP Attachment C):

- 1. Acknowledgement
- 2. Statement of Past Disqualifications
- 3. References
- 4. Non-Lobbying Certification and Debarment and Suspension Certification

LAPM Forms (RFP Attachment D):

1. See list of forms, and submittal instructions in the Funding Requirements Section of this RFP.

VI. COST PROPOSAL CONTENT AND INSTRUCTIONS

CONSULTANT'S Fee must be sealed in a separate envelope and will not be opened until all other factors have been considered. Unusually high or low fees may affect the ratings.

CONSULTANT compensation shall be on an "actual cost plus fixed fee basis" organized by task and shall include all items described in the scope of work on this project. The CONSULTANT team shall submit a fee estimate based upon:

- The tasks to be performed.
- A breakdown of the employees and professionals to be assigned to the tasks, the average hourly rates of each, and the man-hour cost assigned.
- The project fee costs.

Regardless of the proposed method of compensation, any contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the CONSULTANT encounters circumstances that could not be reasonably anticipated, the City will not authorize payment beyond this amount.

In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a "not-to-exceed" figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

In accordance with federal funding requirements, the cost proposal package shall consist of the following documents, which are provided in RFP Attachment D

Cost Proposal Forms:

LAPM Exh. 10-H1 – Cost Proposal for Actual Cost Plus Fixed Fee Contracts. To be submitted by Prime Consultant and Subconsultants

LAPM Exh. 10-H4 – Cost Proposal for Contracts with Prevailing Wages. To be submitted by Prime Consultant and Subconsultants, if applicable. This form is an **Attachment to LAPM Exh. 10-H1** and shall be submitted **ONLY** when Prevailing Wage work will be performed. On the LAPM Exh. 10-H1, place an asterisk (*) next to prevailing wage work classifications. Prepare and attach the LAPM Exh. 10-H4 to provide details for prevailing wage employees.

LAPM Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System:

This form is to be completed by the Prime Consultant, and ALL Subconsultants. City will forward this to Caltrans Office of Audits and Investigations for review and approval prior to contract award.

Form SH 1R – Safe Harbor ICR Consultant Certification of Eligibility:

This form may be submitted in lieu of LAPM Exhibit 10-K, and allows for use of an Indirect Cost Rate of 110%. It may be used in instances when a consultant and/or subconsultant does not have an auditable Indirect Cost Rate established.

IMPORTANT: Prior to award of the contract, the selected consultant and subconsultants' Cost Proposals must be reviewed and approved by Caltrans Audits and Investigations. The City of Arroyo Grande will submit these Cost Proposals via **LAPM Exh. 10-A**. Selected CONSULTANT should familiarize themselves with this form, and be aware of the additional financial submittals that will be required at that time. This form can be found on the Caltrans Local Assistance website.

VII. PROPOSAL EVALUATION and CONSULTANT SELECTION PROCESS

General Information

The selection process and work performed hereunder will 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.

Selection will be made on the basis of Qualification, using the Evaluation Criteria shown below. Cost Proposals will be submitted in a separate sealed envelope. The Cost Proposal will remain unopened until such time that negotiations take place with the most qualified consultant. All other Cost Proposals will remain unopened during the negotiation period.

Evaluation Criteria

EVALUATION CRITERIA	Weight
Understanding of Work to be Done	25%
Experience with Similar Kinds of Work	20%
Quality of Staff for Work to be Done	15%
Capability of Developing Innovative and Advanced Techniques	10%
Familiarity with State and Federal Procedures	10%
Financial Responsibility	10%
Demonstrated Technical Ability	10%
TOTAL:	100%

Selection Committee

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. The Selection Committee, comprised of a minimum of three City staff members, will evaluate Proposals and other submitted documentation based on the criteria above. Firms may be invited to oral interviews before the Selection Committee.

Written proposals will be evaluated and scored using the criteria listed above in order to ascertain which proposal best meets the needs of the City. Each member of the review committee shall independently score all written proposals that have been submitted in a timely manner.

The members of the review committee will meet and discuss differences in individual scores and may contact references. As a result, individual review committee members may change their scores and rankings, but will cite their reasons for doing so. At the conclusion of the meeting, the review committee shall calculate a new combined ranking based upon changes, if any, to the individual rankings.

Written proposals will form the basis for selection of the consultant teams to be short-listed for oral interviews, but scores in the written proposals will not be considered in the oral interview evaluation. The review committee may “short-list” firms and conduct oral interviews. If interviews are deemed necessary, only the specifically identified project team members, led by the designated project manager, will be asked to appear.

If oral interviews are conducted, only the specifically identified project team members, led by the designated project manager, will be asked to appear. Finalists will be notified and informed of specific interview requirements and procedures at least 14 days prior to the oral interview. Oral interviews are at the discretion of the review committee and may be pursued for any reason, but are typically intended to:

1. provide more detailed information about the written proposal, especially when the scores/rankings between proposals are close;
2. allow the review committee to get to know the expertise and nature of the proposer’s work better;
3. provide both the review committee and the firm the opportunity to communicate ideas verbally, rather than strictly in written form.

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for engineering consulting services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

Cost and Contract Negotiations

Once the final ranking is determined, the City will conduct negotiations with the top ranking firm to set hourly billing rates and classifications, overhead rates, and other compensation. In addition, consultants will be expected to accept the standard City contract language for engineering consulting services agreements.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Final Selection

Final selection of the consultant will be made by the City Engineer, based on the Selection Committee’s evaluation of proposals, the results of the oral interview (if applicable), and terms of contract language negotiated with the City.

VIII. CONTRACT AWARD AND EXECUTION

Proposal Retention and Award

The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Competency and Responsibility of Consultant

The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.

Contract Requirement

The Consultant to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to the address given in Consultants proposal. The contract shall be made in the form attached to and incorporated in this RFP. Should the Consultant fail to enter into a contract with the City within the timeframe stated above, the award may be annulled and the City will commence negotiations with the next highest ranked consultant.

Insurance Requirements

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in this RFP within ten (10) calendar days after notice of contract award as a precondition to final contract execution.

Business License and Tax Certificate

The Consultant must have a valid City of Arroyo Grande business license and tax certificate before execution of the contract.



SCOPE OF WORK

TASK 1.0 – Design Support and Preliminary Studies

Task 1.1 – Project Management and Coordination

Quincy will provide Project Management Tasks which include coordination with the City, Team management, product development tracking, Team and stakeholder communications, and project progress and budget reporting. Quincy will also prepare invoices and assist with HBP funding documents required through the duration of the project. Quincy assumes the project Design Phase will kick-off in Spring of 2019 and conclude in Summer of 2022 based on our preliminary schedule for a total duration of approximately 36 months. Construction would likely follow in 2023 assuming the HBP funding is available.

Task 1.2 – Progress Meetings

Quincy's Project Manager and appropriate staff will meet with the City Project Manager and others as necessary to manage and deliver this project. Quincy assumes that 3 staff members will attend 2 meetings in the City offices in addition to the kickoff meeting. Quincy assumes that meetings in the City offices will be a 2-hour duration and monthly conference calls will be a 1-hour duration, to keep the City informed of the status of the project and to gain timely decisions from the City. Additional team members will be scheduled for monthly conference calls when required. Quincy will prepare meeting agendas and meeting notes in a format specified by the City.

Deliverables

- ✓ Meeting Notes and Meeting Agendas
- ✓ HBP Forms (as needed)
- ✓ Monthly Updated Project Schedule
- ✓ Other Funding Applications (if requested)
- ✓ STIP & Other Funding Applications (if requested)

Task 1.3 – Kick-Off Meeting

Quincy will coordinate a kick-off meeting with the City consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule, and major project issues that have already been identified by project stakeholders will be shared at this meeting. It is assumed that Quincy, SWCA, YEH, DPSI, CCTC and WRECO will all attend the kickoff meeting.

Task 1.4 – Preliminary Research

Quincy will obtain pertinent existing information from local, state, and federal agencies related to this project. The City will deliver any additional project information available to Quincy at the kick-off meeting.

Task 1.5 – Field Investigation

Quincy will coordinate an initial field review with the City Project Manager, Caltrans Local Assistance, and other project stakeholders to review the proposed project and to highlight and record significant project features. Quincy will conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. Quincy will review any as-built information on file. Quincy will also confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work. Quincy has assumed that the field investigation will be coordinated such that it is the same day as the kickoff meeting.

Task 1.6 – Establish Project Schedule

Quincy has already developed a baseline project schedule showing critical tasks, start and end dates, and task duration. This schedule will be updated and coordinated with the City as appropriate. Quincy will notify the City immediately of any problems that could adversely impact the project schedule. Quincy assumes that the schedule



updates will take approximately 2 hour per month for a total period of 36 months until the project goes to construction.

Task 1.7 – Public Outreach

Quincy will assist the City Staff with presentations to the City Council and the public regarding detour and traffic management plans, preliminary design and bridge replacement alternatives. Quincy will also assist the City with keeping the project's webpage updated with current information, exhibits and status of the project. If required Quincy can assist the City with project specific flyers to be distributed to schools identifying of potential traffic impacts the project may cause. Quincy will attend 2 public outreach meetings and 2 City council meetings.

Deliverables

- ✓ Project Management
- ✓ HBP Documentation & Funding Assistance
- ✓ Meeting Agenda & Minutes
- ✓ Project Baseline Schedule
- ✓ Public Outreach

Task 1.8 – Topographical and Boundary Surveying

All reports and surveys prepared pursuant to this RFP will satisfy all the requirements contained in the PLS Act.

Task 1.8.1 - Aerial Map

DPSI will provide aerial imagery covering Traffic Way from the intersection of Branch Street to intersection of Nelson Street and extending approximately 150' each side of Traffic Way. The aerial image shall be a color ortho image with at least 0.25' pixel resolution. This Aerial Map will be compiled into the Base Map described below.

An overview of the survey mapping limits is shown on the next page in Figure 1.8.1.

Task 1.8.2 - Survey Control

DPSI will provide all ground control for the Aerial Image described above, and all control for the topographical survey map described below. The project control shall be "tied" to the California Coordinate System, Zone 5 projection, based on the North American Datum of 1983 (NAD 83). All control points shall be durable and identifiable

The vertical datum shall be based on the City's Benchmark Data. Sufficient control points shall be established and with some set-in strategic locations to survive to start of the construction phase, roughly three years into the future. The survey control points shall be compiled to the Base Map described below and the survey base map deliverable will include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet will show these locations with aerial imagery as a background so that their locations can easily be ascertained. Electronic copies of the final survey information will be provided to the City in Autodesk Civil 3D format as outlined below in the description of the Base Map.

Task 1.8.3 - Topographical Survey

The topographic survey will be prepared by DPSI and includes features such as, but not limited to: existing bridge and pier locations, existing roadway, pavement limits, pavement markings, utility markings and visible utility surface features, trees four (4) inches and larger with species identified, retaining walls, fences, gates, sidewalks, driveways, buildings, tops, toes, grade-breaks, signs, culverts and inverts, drainage features and any other significant features that will aid in the design process. These features along with 1-foot contours and a Civil 3D surface shall be compiled into the Base Map described below. If utilities are potholed DPSI will survey pothole locations and include depths and subsurface information into the Base Map.

An overview of the survey mapping limits is shown on the next page in Figure 1.8.1.



Figure 1.8.1

Task 1.8.4 - Hydraulic Cross Sections

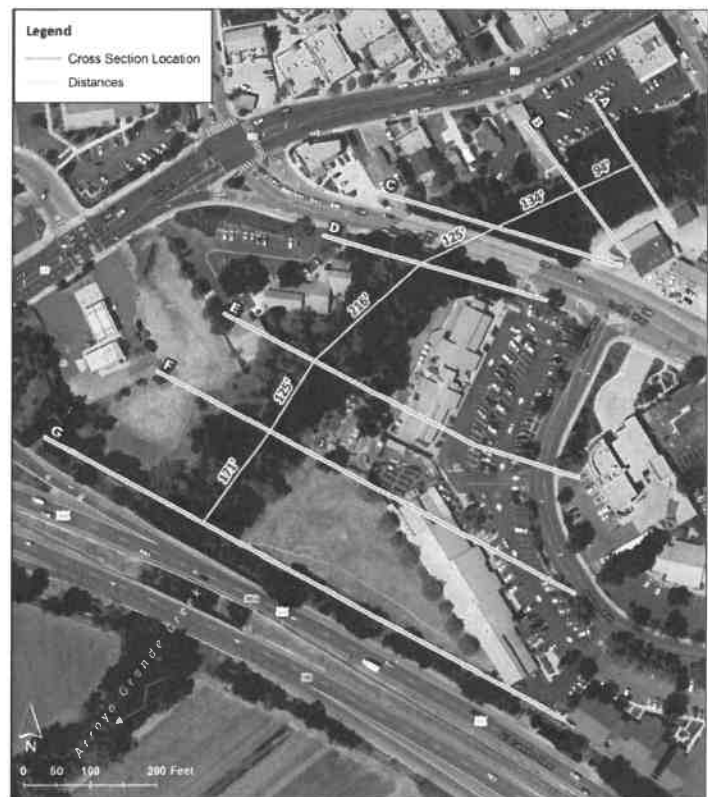
DPSI will provide seven channel cross sections: two at the existing bridge faces, two upstream of the existing bridge at approximately 134' and 94', and three downstream of the existing bridge at approximately 215'-125'-171' respectively. These cross sections shall be compiled to the Base Map described below, and provided in a data format for import into the Army Corps of Engineers' River Analysis System software (HEC-RAS). The exact locations of the cross sections can be found in Figure 1.8.2 and shall include points for toe and top of bank, thalweg, flowline, grade breaks and any other significant features.

Task 1.8.5 - Right of Way Establishment

DPSI will provide Traffic Way right-of-way re-establishment within the project limits. This right-of-way and found monuments shall be compiled to the Base Map described below. DPSI will review and use the filed record maps available through the County Surveyor's Office and locate sufficient monuments to re-establish the right of way as described above.

Task 1.8.6 - Boundary Plotting

DPSI will provide re-establishment of recorded property lines and any easements that may fall on listed properties (per review of the preliminary title report). These property lines and easement locations shall be compiled to the Base Map described below.



Survey Request
Traffic Way Bridge Replacement Project, City of Arroyo Grande, CA

Figure 1.8.2



For budgeting purposes, DPSI has assumed that the City will be procuring preliminary title reports for the following assessor parcel numbers (APN).

- APN: 007-482-003
- APN: 007-482-020
- APN: 007-482-026
- APN: 007-482-025
- APN: 007-481-020
- APN: 007-481-009
- APN: 007-481-008
- APN: 007-481-007
- APN: 007-481-011

Task 1.8.7 - Base Map

DPSI will provide a Base Map to be used as the basis for the Engineering and design of the new bridge and associated improvements. This product will be an AutoCAD Civil 3D drawing and include items described in the previous tasks. A sealed and signed hard copy of this Base Map will also be provided.

Deliverables

- ✓ AutoCAD Civil3D electronic base map with survey control
- ✓ Aerial imagery and topographic information, including creek cross sections
- ✓ Survey points file (ASCII)
- ✓ Survey control sheet
- ✓ Topographic Survey Base Map (Scale 1"=40')

Task 1.9 – Hydrology and Bridge Hydraulics

WRECO will be responsible for the Floodplain Evaluation Report and Bridge Design Hydraulic Study Report. WRECO will attend the Project kickoff meeting and up to four (4) conference calls and will provide monthly invoices and progress reports.

Task 1.9.1 - Data Review and Field Reconnaissance

WRECO will review available data provided by the City and the Project Team. WRECO will conduct a field reconnaissance to assess the existing conditions and identify hydraulic design constraints in the vicinity of the Project site.

Task 1.9.2 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that a detailed study of Arroyo Grande Creek is available, including the bridge site. WRECO will coordinate with the City to confirm the most recent Arroyo Grande Creek hydrology. WRECO also worked on the upstream Bridge Street Bridge Project for the City, so WRECO staff is familiar with the hydrology of Arroyo Grande Creek. WRECO will update the hydrologic study for the Bridge Street Bridge Project as well as identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 1.9.3 - Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition, including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections to be integrated into the base hydraulic model. WRECO will work with the Project Team to model the proposed bridge alternatives. WRECO will perform



the hydraulic analysis to determine the design flow characteristics for the final bridge design. WRECO will coordinate with the Project Team to obtain the final bridge design information.

Task 1.9.4 - Preliminary Scour Analysis & Scour Countermeasures

WRECO will perform channel hydraulic scour analyses at the five modeled cross sections (as developed in the Hydraulic Analysis Task). Scour will be estimated using the 100-year design flow and the guidelines and methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 manuals with consideration of the findings of the geotechnical investigation (to be provided by the Project Team). WRECO will make recommendations on the need for scour countermeasures. Long-term bed change (long-term scour) will be evaluated based on available historic data provided by the City and Caltrans. WRECO will perform the bridge scour analysis to determine the scour potential for the final bridge design. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the FHWA HEC-23 Manual.

Task 1.9.5 - Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may result in a floodplain encroachment and therefore, WRECO will prepare a Floodplain Evaluation Report. The Floodplain Evaluation Report will include technical information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain and necessary mitigation measures.

Task 1.9.6 - Water Quality Study

WRECO will provide the existing physical and regulatory environment information for the water quality as well as identify the design criteria applicable to the Project to comply with the County standards, post-construction BMPs requirements, and other water quality requirements. WRECO will also review the applicable water quality regulatory requirements for the Project site.

Task 1.9.7 - Dry Weather Flow and Bypass

WRECO will determine the magnitude of the dry weather flow volume and work with the Project Team to develop the design concept for the dry weather. The dry weather flow is critical for sizing and determining the creek diversion plan which will be required for the bridge construction work.

Task 1.9.8 - Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

Task 1.9.9 - Storm Water Control Plan

WRECO will prepare a Storm Water Control Plan summarizing the Project impacts to water quality. The study will address only the impacts from the bridge and roadway improvements. The Storm Water Control Plan will describe the proposed work, summarize the impervious areas created and/or replaced by the Project, present the measures used to meet the stormwater requirements and design calculations associated with these measures, and include an operation and maintenance plan for the proposed measures. WRECO will develop the plans, details, specifications, and estimate for the permanent stormwater measures to be included in the Contract plans for construction. The Storm Water Control Plan and design documents will meet the criteria set by the City of Arroyo Grande and County of San Luis Obispo in compliance with the Central Coast Regional Water Quality Control Board's post-construction stormwater management requirements.

Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF)
- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF)



- ✓ Draft Storm Water Control Plan (PDF)
- ✓ Final Storm Water Control Plan (PDF)

Task 1.9.10 – Existing Bridge Scour Monitoring

Quincy will work closely with WRECO, DPSI and the City to perform regular monitoring of the existing bridge and current scour condition. Monitoring will include measuring the creek cross section and comparing it to history data to identify changes due to scour. It is anticipated these measurements will be taken by DPSI prior to and after all significant storm events. It is assumed DPSI will take 6 measurements per year until construction begins. City staff, WRECO and Quincy will perform visual inspections to document changes around the abutments and existing pier locations. Any debris observed should be documented prior to removal. If scour is significant, Quincy will work with WRECO and the City to recommend scour counter measures. Monitoring will continue as needed until the bridge is replaced. Documents and information recorded will be shared with Caltrans Structures Maintenance and Investigations staff. It is assumed that Quincy will perform measurement and monitor scour during other scheduled meetings with the City. No additional trips are planned to monitor scour, however Quincy may need City Staff to take measurements during or shortly after storm events.

Task 1.10 – Geotechnical Investigations

YEH will perform the following tasks to prepare a Preliminary Foundation Report, Bridge Foundation Report and Log of Test Borings for the design of the new bridge. The reports will be prepared according to Caltrans report guidelines. Analyses and recommendations will be prepared in conformance with the AASHTO LRFD Bridge Specifications with Caltrans amendments.

- This scope of work assumes that the bridge will be replaced on the same horizontal alignment, and that the drilling would be performed on or near the existing alignment of Traffic Way.

Task 1.10.1 - Pre-field Activities

YEH will consult with the design team to coordinate project initiation and site access with the City, and to collect project information and request a map showing the layout of the improvements be provided for use in planning the field exploration program.

- Yeh will prepare a Field Exploration Memo for the project showing the locations and depths of planned borings, the proposed sampling, types of equipment, proposed traffic control and discuss the program relative to design compliance and design exceptions relative to the AASHTO Bridge Design Specifications and Caltrans report guidelines for consideration by the design team and Caltrans Local Assistance (if needed).
- Yeh will obtain an encroachment permit for the drilling from the City of Arroyo Grande. Yeh will also obtain well permits for borings more than 25 feet deep from the San Luis Obispo County Environmental Health Department.
- Prior to the field work, Yeh will perform a site reconnaissance to review project limits. Mark the boring locations at the site and contact Underground Services Alert (USA) to notify utility companies. Yeh will not be responsible for locating utilities or buried structures or damages resulting from encountering unmarked or improperly marked utilities for the project.
- Yeh will prepare a health and safety plan for the field work and coordinate field exploration with the drilling subcontractor.
- Yeh assumes that any right-of-entry and environmental permits, studies or monitoring required for the field work will be provided at no cost.



Task 1.10.2 - Field Exploration Program

The field exploration program will consist of drilling four (4) borings: two at the bridge abutments for foundation and pavement design, sampling streambed materials, and two for stormwater infiltration testing.

- A three-day effort will be provided to drill the borings to depths of approximately 120 feet at the abutments, and to approximately 5 to 10 feet for infiltration tests. The actual depth of the borings may be varied depending on the subsurface conditions encountered and the duration of the field program. Borings will be drilled using a truck-mounted drill rig equipped with hollow-stem augers. Yeh will subcontract drilling of these borings to Woodward Drilling Company (DBE) of Rio Vista, California. All borings will typically be sampled at 5-foot intervals by driving 2-inch or 3-inch split spoon samplers using Standard Penetration Test protocols or by pushing thin-walled (Shelby) tubes. Bulk samples will be collected from auger flights during drilling. Borings will be grouted following drilling per permit requirements. Borings drilled in pavement areas will be capped with rapid setting quickcrete.
- Yeh will drill two holes in the shoulder for field infiltration testing using an auger and/or hand equipment. Falling head field infiltration tests will be performed at the two locations. The holes will be filled with water after drilling and the testing will be performed the following day. The testing will be in accordance with and adequate for use with Caltrans and County stormwater guidance documents.
- Yeh will characterize stream channel sediments for hydraulic analyses. Samples will be taken from the thalweg of the creek for sieve analysis. In addition, cobble and boulder sized materials will be measured in the field in the sample area to provide a combined gradation for the streambed sediment.
- Yeh will provide traffic control during drilling consisting of a controlled lane closure with flaggers, signs and cones through the work site. Signs will be limited to placement on Traffic Way and will not extend into the Caltrans right-of-way.

Task 1.10.3 - Laboratory Testing

YEH will perform laboratory tests on selected samples collected from the drilling. Testing will be performed in accordance with the applicable standard of ASTM or Caltrans. Selected soil samples obtained during the field exploration will be tested in a Caltrans-certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program.

Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- Unit weight and moisture content, American Society for Testing and Materials (ASTM) D2937
- UU triaxial shear strength, ASTM D2850
- CU triaxial shear strength, modified to 3 stresses, ASTM D4767
- Grain-size distribution, ASTM D422D6913, D1140
- Atterberg Limits, ASTM D4318
- R-value, California Test Method No. 301
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Task 1.10.4 - Analysis and Preliminary Foundation Report

After the field and laboratory phases are complete, YEH will perform a limited foundation analysis as a basis for evaluating foundation alternatives to support the new bridge. YEH will prepare a letter as the Preliminary Foundation Memo. The letter will be prepared in general accordance with Caltrans guidelines and submitted via email in portable document format (pdf) for review by the design team. The memo will provide a summary of the



work performed, the project understanding, the subsurface conditions encountered, preferred foundation type(s) for the conditions encountered, preliminary seismic data and preliminary opinions and the recommended foundation support for the new bridge that should be considered in the bridge design and Foundation Report. Any review comments or input from the County or design team from the Preliminary Foundation Report memo will be incorporated into the Foundation Report.

Task 1.10.5 - Draft Foundation Report

Once the foundation and structure type have been selected, YEH will prepare a draft foundation report. The report will follow Caltrans guidelines and the current Caltrans Foundation Report Preparation for Bridge Foundations. Foundation analyses will be performed using the latest approved AASHTO LRFD Bridge Design Specifications with Caltrans amendments applied. The draft report will be submitted in pdf for review by the design team. The report will include a description of the proposed project and work performed, field and laboratory data collected during this work, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Log of Test Borings will be submitted with the Foundation Report. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

It is anticipated that the following discussion and recommendations will be included in the FR:

- Subsurface soil, rock and groundwater conditions encountered;
- Geologic setting;
- Potential for being impacted by geologic hazards, such as seismicity, faulting, slope instability, liquefaction and associated effects (seismically induced settlement and lateral spread);
- Seismic data, closest and causative faults, design magnitude and peak ground acceleration and ARS curve based on using the latest ARS Online and current Caltrans Seismic Design Criteria;
- Liquefaction potential and the need to consider down-drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design;
- Results of the gradation analysis of the streambed material and estimated D50 and D90 for scour analysis;
- Need for seismic approach slab;
- Design and specified tip elevations for selected pile foundation types (as selected based on the PFR and Type Selection), pile data table and supporting deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement for the loading conditions provided;
- Geotechnical properties and parameters recommended for use in analyzing foundations under axial and lateral loads (p-y analyses with LPile);
- Lateral load resistance of pile foundations using a p-y analysis and considering pile groupings and load demands (results will be plotted as a push-over analysis versus lateral deflection for pinned- and fixed-head conditions unless otherwise requested);
- Active and at-rest lateral earth pressures, drainage and backfill for retaining wall design;
- Soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls;
- Additional lateral or vertical loading on piles due to lateral spread and negative skin friction, if considered appropriate by geotechnical seismic evaluation;
- Allowable inclinations for graded slopes (generally below the bridge);
- Pavement sections based on R-value tests and a furnished Traffic Index;
- Comments on the presence of naturally occurring asbestos;
- Comments on the corrosion potential of foundation soil, reinforced concrete substructures, culverts, and steel based on test data and Caltrans design methods;



- Construction considerations regarding:
 - Excavation characteristics of the soil and rock encountered
 - Suitability of excavated onsite soil for reuse as compacted fill or structure backfill
 - Temporary slopes, shoring, dewatering and/or stream diversions
 - Stability and requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property and
 - Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Suggested material specifications
- YEH will prepare a final Foundation Report and Log of Test Borings sheet to incorporate comments from the City and design team. It is not anticipated that the final report would incorporate evaluating additional alternatives or foundation types as part of the final submittal. The report and Log of Test Borings will be submitted in pdf format. Hard copies and CAD files of the Log of Test Borings can be submitted if requested.

Deliverables:

- ✓ Preliminary Foundation Report memorandum letter for bridge type selection
- ✓ Draft Foundation Report
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 1.10.6- Field Exploration Program (Optional for 3-Span Bridge Alternative)

This additional foundation exploration will require a separate Notice to Proceed from the City and will only be authorized if it is determined a 3-span bridge alternative will be required for the replacement bridge.

Pre-field Activities. Yeh will consult with the design team to coordinate project initiation and site access with the City. Yeh will perform the same pre-field activities described above with the following modifications:

- Yeh will prepare a Field Exploration Memo for the project showing the locations and depths of planned borings, the proposed sampling, types of equipment, and proposed traffic control for the bridge drilling. It is assumed the City's encroachment permit will allow overnight closure of one traffic lane for the duration of the 3-day drilling program, and that a pilot truck will not be required to direct traffic around the closure.
- This proposal assumes that any environmental permits, studies or monitoring required for the field work or will be provided by others.

Field Exploration. The field exploration program will consist of drilling two borings at the proposed pier locations for foundation design.

- This proposal assumes the pier borings will be drilled after the abutment borings, so the approximate depth to the foundation-bearing rock can be estimated at the pier locations based on the abutment borings.
- A 3-day effort will be provided to drill the borings to depths of approximately 125 feet below the bridge deck, approximately 95 feet below the creek bed. The actual depth of the borings may be varied depending on the subsurface conditions encountered and the duration of the field program. A 10-inch diameter core will be drilled through the existing bridge deck and a casing to support the drilling tools will be set from the bridge down to several feet below the creek bed, the depth of which may vary depending upon the creek bed sediments. According to the 1931 as-built plans, the bridge is conventionally reinforced (i.e., not post/pre-tensioned) with longitudinal girders that are spanned by a 7-inch thick concrete deck. The core locations will be sited using the 1931 as-builts plans to avoid the girders. This proposal assumes that cutting rebar during coring of the bridge is permissible. Borings will be drilled through the casing using a truck mounted drill rig equipped with sonic core tooling. Yeh will subcontract drilling of these borings to BC2 Environmental of Orange, California. The borings will be sampled, as needed, at various intervals by pushing thin-walled (Shelby) tubes. Bulk samples will be collected during drilling, typically in five-foot intervals. Borings will be grouted



following drilling per SLO County well permit requirements. The concrete deck will be patched and capped with rapid setting quickcrete.

These additional borings will have the samples tested and the information included in the Foundation Report similar to the other boring locations. There will not be a separate report, rather this information will be included with the other information outline above.

Task 1.11 – Preliminary Engineering

Quincy will prepare the Project Description for use in preparation of the environmental documents. The Project Description will include the preparation of the Project Area of Potential Effects (APE) Map for Caltrans signature and use in the preparation of the environmental documents.

Central Coast Transportation Consulting (CCTC) propose to evaluate the following scenarios under AM and PM peak hour conditions:

- Near Term Conditions (existing traffic plus traffic from near term approved/pending projects)
- Near Term Full Bridge Closure
- Near Term Northbound Bridge Closure
- Near Term Southbound Bridge Closure

CCTC proposes to study these intersections during the weekday AM and PM peak hours:

1. Traffic Way/West Branch Street
2. Bridge Street/West Branch Street
3. Traffic Way/Nelson Street
4. Nelson Street/Bridge Street
5. Mason Street/East Branch Street
6. Mason Street/Nelson Street

CCTC will consult with the project team and agency staff to finalize the scope of work.

CCTC will collect weekday intersection 7 AM to 6 PM turning movement counts and conduct field observations at the study intersections.

CCTC will review the new traffic counts and compare to 2016 data provided in the East Cherry Avenue Specific Plan EIR. Near Term conditions traffic volumes will be adjusted up if the 2019 counts are higher.

Traffic volumes for the bridge closure scenarios will be developed based on existing travel patterns and traffic volumes. Travel demand model runs, if needed, can be conducted as an additional service.

CCTC will extract level of service, delay and queuing information for the studied intersections and scenarios. CCTC will provide an alternatives analysis for consideration during the design phase. We will test potential measures to minimize traffic impacts, including intersection control such as temporary traffic signals or stop signs.

The results of the above analysis will be summarized in a memorandum for review and comment by the project team.

CCTC will review and check project staging plans to ensure temporary traffic movements do not result in adverse impacts to surrounding City streets.

Quincy will prepare engineering studies and preliminary engineering to the extent needed to define the project impacts for the environmental studies. Preliminary Engineering includes layouts of the bridge, and roadway alignment to an approximate 35% level of completion. The bridge profile and span arrangements will be determined in conjunction with the hydraulic studies to provide the best fit for the project site. Quincy will prepare and submit geometric alignment drawings (GADs) showing the horizontal alignment and vertical profile. Quincy will prepare and submit a Bridge Type Selection report in accordance with Caltrans Memo to Bridge Designers 1-



29. Quincy will prepare a Bridge General Plan Estimate and roadway estimate to produce a complete estimate of the construction cost.

Based on the topographic site information (DSPI), preliminary foundation memo (YEH), draft hydraulics report (WRECO), draft traffic analysis memo (Central Coast Transportation Consulting) and the preliminary environmental findings (SWCA), Quincy will recommend one (1) preferred alignment and one preferred (1) bridge type. Upon City approval of the recommended alternative, and establishment of design criteria such as design speed and typical section, Quincy will prepare a Type Selection Report. Establishing an approved Type Selection Report also facilitates a solid project description necessary for environmental studies. The approved report will become the basis for the project's final design and environmental approvals. The Type selection report will include:

- General Plan of preferred bridge type
- 35% Roadway approval drawings that include title sheet, plan, profile, and typical section
- Design Criteria Memorandum
- An "Engineer's Opinion of Probable Construction Cost"
- Our Team's basis for recommendation of the preferred alternative
- Design Considerations to be incorporated during final design
- Documentation of recommendations made by Quincy
- Documentation of decisions made by the City and Project Team
- Draft Design Hydraulic Study
- Preliminary Foundation Report
- Updated project schedule

Deliverables

- ✓ Project Description
- ✓ Geometric Approval Drawings
- ✓ Bridge Type Selection Memo
- ✓ Bridge General Plan
- ✓ Bridge General Plan Estimate

Task 1.12 – 65% Roadway Design

Roadway efforts assume that the bridge will be replaced on the existing alignment in two stages and match the existing centerline. It is assumed that traffic can be reduced to one lane with traffic in the northbound direction during bridge construction activities. During the winter suspension duration, a lane of traffic can run in each direction with one lane on the new bridge and one lane on the existing bridge. The roadway section is assumed to consist of three 11-foot lanes, with 5-foot shoulders and 6-foot sidewalks for a bridge width of 55 feet between barriers.

Quincy will prepare the roadway civil design to conform to the approved Geometric Approval Drawings. The Title Sheet will include the appropriate City and federal funding project identification, as well as a sheet schedule, a vicinity map, the project legend, general notes, project control points, and appropriate signature approval blocks. The roadway Typical Section Sheet will include the roadway structural section as designed, based on a City supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value. Plan, Profile and Super-elevation sheets will be produced. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments. The approach roadway will be prepared at appropriate scales. Utility locations, re-grading and conforming details will be shown. Water pollution control and erosion control plans will identify the required BMPs to safeguard the creek from storm water run-off. Roadway design must also include post-construction hydromodification BMPs. Roadway design will be in accordance with City, County, and AASHTO Standards. Design will be performed in AutoCAD Civil 3D highway design package utilizing Quincy drafting standards. Details necessary to construct the roadway, including grading, drainage,



driveways, stage construction, pavement structural sections, electrical lighting plans, etc. will be developed. This task will include preparing calculations in conformance with the RWQCB PCR standards, incorporating PCR features into the project plans, and coordinating with the RWQCB regarding the proposed PCR improvements.

The approach roadway design will be performed in accordance with City Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Standard Specifications. Cross-sections will be developed per AASHTO/City standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. **It is assumed that the PS&E for Traffic Way will contain 54 roadway plan sheets summarized below and will not require any intersection modifications:**

Roadway Sheets
Title Sheet
Typical Sections (2 sheets)
Layout (2 sheets)
Profile and Superelevation Diagram (2 sheets)
Construction Details (5 sheets)
Temporary Stream Diversion Plan
Contour Grading & RSP Details (2 sheets)
Drainage Plan (2 sheets)
Drainage Details (3 sheets)
Utility Plan (2 sheets)
Utility Details (2 sheets)
Waterline Plans (2 sheets)
Waterline Details (3 sheets)
Erosion Control Plan (2 sheets)
Construction Area Signs
Stage Construction & Traffic Control (10 sheets)
Pavement Delineation & Sign Plan (2 sheets)
Summary of Quantities (3 sheets)
Electrical Plans (4 sheets)
Tree Removal Plan
Revegetation Plans (2 sheets)

This project is outside of the Phase II NPDES Permit boundaries. However, since this project has a 401 certification, post-construction BMPs may be required for the Project. Low-impact design (LID) and flow control measures may be necessary. WRECO will identify the Project impacts and will design the BMPs according to the County's guidelines and Regional Water Quality Control Board's requirements. WRECO will prepare the LID BMP Design Plans, Specifications, and Estimates. The design efforts will be coordinated with other design disciplines of the Project Team.

Task 1.13 – Water Pollution Control Program / Erosion Control Plan

Quincy will work with WRECO and will prepare the conceptual WPCP / Erosion Control Plan. To reduce risk and liability QUINCY recommends that the contractor prepare the construction WPCP or SWPPP as appropriate.



Task 1.14 – Traffic Design

Y&C will use VISUAL software to layout bridge lights and prepare 30% construction cost estimate for lighting items, which will be submitted with preliminary bridge plan to the City of Arroyo Grande for review. Once the concept is approved, Y&C will prepare plans, specifications, and cost estimate (PS&E) for bridge lighting. The lighting PS&E will be submitted to the City of Arroyo Grande for review at 65% and 95% level. Any comments by the City will be incorporated into final PS&E.

Y&C will prepare PS&E for temporary traffic signal modification at the Traffic Way/W. Branch Street intersection, which will be impacted by construction staging on Traffic Way Bridge. Y&C will submit temporary traffic signal PS&E to the City of Arroyo Grande for review at 65% and 95% level. Any comments by the City will be incorporated into final PS&E.

The Construction Area Signs sheet will delineate appropriate advisory and construction area signs (CAS) as approved by the City.

A signing, striping, and pavement marking plan will be developed utilizing the CA MUTCD and City standard details. Existing as well as new sign locations will be shown. Sign panels will be shown for any nonstandard signs. Standard signs will be designated by appropriate Caltrans standard sign numbers. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K) will be shown, as necessary, on this plan. Quincy staff will work closely with the City Traffic Engineer to incorporate applicable requirements into the plan set.

Task 1.15 – Design Exceptions Fact Sheet

Quincy will prepare any reasonable project design exceptions for approval by City.

Task 1.16 – Utility Coordination

Preliminary Utility Coordination:

Contact List: Beginning with our existing utility contacts on the Bridge Street project, Quincy will develop and refine a project-specific contact list containing all utility owners providing or proposing to provide service in the project area.

Utility ‘A’ Package: Quincy will send the following materials to all utility companies serving the project area: A vicinity map capturing the boundaries of the project and a City-approved letter requesting as-built or record information of the location, size and depth (if applicable) of each utility company’s facilities within the study boundaries. Information regarding planned utility construction that might affect the project also will be requested.

Update Base Mapping: Based on the information received from the ‘A’ letters, Quincy will update the base mapping to reflect the existing utilities in the project area.

Utility Conflict Identification: Quincy will review the existing utilities to determine the extent of utility conflicts throughout the project area.

If needed, Quincy will hold one-on-one meetings with those utilities that might require significant relocation efforts. The purpose of these meetings will be to reach consensus on the scope, level of effort and approximate cost of the required relocations. It is assumed that these meetings can be combined with meetings scoped under tasks 1.2 and 1.7. Quincy has assumed the City could perform reimbursable potholing similar to the approach used on the Bridge Street Project.

Task 1.17 – Preliminary Right-of-Way Assessment

Quincy will coordinate with the City to assess right-of-way impacts at the site. DPSI will delineate the existing right-of-way lines and Quincy will propose permanent easements and/or temporary construction easements based on the project footprint and anticipated required staging areas. The City will review and approve the proposed limits which the City will use to update the project right-of-way cost estimate.



Task 1.18 – 65% Bridge Design and Detailing

This scope of work assumes that the Arroyo Grande Creek Bridge at Traffic Way will be replaced with a two stage 240-foot- long, 1 or 3-span CIP/PS Concrete Box Girder. Bridge design will be in accordance with the AASHTO LRFD Bridge Design Specifications 6th Edition, with Caltrans amendments dated 2014. Applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals will also be used. The design will meet City, Caltrans and FHWA standards. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria Version 1.7 April 2013 and the latest information available from Caltrans Earthquake Research. Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the current Caltrans Standard Plans and Standard Specifications.

It is assumed that the PS&E for Arroyo Grande Creek Bridge will contain 16 bridge plan sheets summarized below:

Bridge Plan Sheets
General Plan
Deck Contour
Foundation Plan
Abutment Layout
Abutment Details (2 sheets)
Pier Layout
Pier Details (2 sheets)
Typical Section
Girder Layout
Girder Reinforcement
Aesthetic Details
Joint Armor for Pedestrian Walkways
Barrier & Railing Details
Log of Test Borings

Task 1.19 – 65% Plans Submittal

A submittal of the 65% plans will be made to the City. A preliminary bid item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the Type Selection report. Quincy will transmit the 65% plan set as pdf sent to the City via email. Upon receipt of City comments on the 65% plans submittal, Quincy will review and incorporate applicable revisions into the design and will resubmit at the 95% submittal.

Deliverables

- ✓ PDF files 11x17 plan set



TASK 2.0 – Environmental Review, Coordination, Design and Permitting

SWCA has provided a brief description of the scope of work for the various technical studies anticipated to be required, based on our experience with similar bridge construction projects and the background information provided by the County as part of the Request for Proposal (RFP) package. It is important to note that this list of technical studies is only preliminary.

Preliminary Environmental Study (PES)

SWCA will prepare the Caltrans Preliminary Environmental Study (PES) Form, which is required for all Caltrans Local Assistance projects. The content of the PES will be populated with information gathered during preliminary environmental analysis and early coordination with the City and Caltrans. The PES form will provide sufficient information to determine the environmental issues, evaluations, and/or studies that must be undertaken for CEQA/NEPA environmental clearance. The following scope of work is based on the Quincy-SWCA team's experience with which studies would be anticipated as a result of completing the PES for this particular project.

SWCA has provided a brief description of the scope of work for the various technical studies anticipated to be required, based on our experience with similar bridge construction projects and the background information provided by the City as part of the Request for Proposal (RFP) package. It is important to note that this list of technical studies is only preliminary. The scope of work for the technical studies can be refined or changed by the City as needed in order to best serve City staff.

The following list of studies is provided in the order shown on the Preliminary Environmental Study (PES) form.

Task 2.1 – Noise Technical Memorandum

The Traffic Way Bridge is not considered a Type 1 project by the Federal Highway Administration (FHWA) and would not require a detailed noise analysis. Existing residences and businesses 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 methodology used in the bridge foundation type. Demolition of the existing bridge may cause both noise and vibration impacts. 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 technical memorandum will include: (1) a preliminary noise review as the project relates to the City's Noise Element and Ordinance; (2) background noise research; (3) identification of sensitive land uses within close proximity of the site; (4) calculation of noise levels at surrounding sensitive receptors (if any); and (5) development of mitigation measures to address potential construction-related noise levels. SWCA will prepare a memorandum to summarize the noise evaluations.

Task 2.2 – Initial Site Assessment

The Initial Site Assessment (ISA) will evaluate the Project area for the presence of Recognized Environmental Conditions (RECs). The ISA will be prepared by WRECO in general accordance with American Society for Testing and Materials (ASTM) Standard E-1527-13 per Caltrans Standard Environmental Reference, Environmental Handbook, Volume 1, Chapter 10, "Guidelines for Hazardous Materials, Hazardous Waste, and Contamination," and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM standard with regard to this particular Project will include the following: no title searches, property appraisals, or interviews will be performed for the Project area.

Database Review

WRECO will review all pertinent data, including previous studies provided by the City and the Project Team, site investigation reports, groundwater monitoring reports, and federal and state records within 1 mile of the Project area.



As part of the study, WRECO will order an Environmental Data Resources (EDR) database search for the Project, which is a database search of all regulated underground storage tanks, active and closed case files of cleanup operations, hazardous materials treatment, storage and disposal facility, historical cleaners and auto shops, and regulated sites.

The following sources will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- EDR Radius Map™ Report with GeoCheck®, EDR Aerial Photo Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and EDR City Directory Image Report
- Department of Toxic Substances Control's EnviroStor Database
- Regional Water Quality Control Board GeoTracker Database
- County Land Use and Zoning Maps
- County Office of the Assessor/Recorder records
- County Building and Planning Department records
- County Department of Environmental Health records
- California Environmental Reporting System (CERS) records
- Certified Unified Program Agency (CUPA) records

WRECO will review these available records to determine the potential presence of RECs based on previous land usage and any historical operations at or near the Project area. This research will also be used to help support the lack of RECs at the Project area.

Bridge Structure

Since the bridge was constructed in 1932 and is a reinforced concrete structure, asbestos containing materials (ACMs) may exist in the existing structure at the Project area. The National Emissions Standards for Hazardous Air Pollutants (NESHAPs) (40 CFR 61[M]) and Cal/OSHA classify ACMs as any materials or products that contain more than 1 percent (%) asbestos. Non-friable ACMs are classified by the NESHAPs as either Category I (material that has become friable) or Class II (material that has been subjected to sanding, grinding, cutting, or abrading) material, including materials sometimes found in bridges, rail shims, pipes, pipe coverings, expansion joint facings, and certain cement products. Regulated ACMs that are a hazardous waste when friable (can be crumbled, pulverized, or reduced to powder by hand pressure), are classified as any material that contains more than 1 percent (%) asbestos by dry weight and are a Category I or II material, or a Category II nonfriable material with a high probability of becoming crumbled, pulverized, or reduced to a powder during construction activities. Any type of potential ACMs on the bridge structure (concrete foundations/footings) will be identified and photographed for reporting in the ISA Report.

Before 1978, lead was a common ingredient in paint because it added strength, shine, and extended the life of the paint. Title 17 of the California Code of Regulations (CCR), Division 1, Chapter 8, presumes that paint on structures built before January 1, 1978, is lead-based paint (LBP) and disturbance requires use of lead-safe work practices. Construction activities including demolition, that disturb materials or paints containing any amount of lead are subject to certain requirements of the Federal Division of Occupational Safety and Health (Cal/OSHA) lead standard contained in 8 CCR 1532.1. Deteriorated paint is defined by 17 CCR 35022 as a surface coating that is crackling, chalking, flaking, chipping, peeling, not intact, failed, or otherwise separating from a component. Any type of deteriorated paint on the bridge will be identified and photographed for reporting in the ISA Report.

Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions at and in the vicinity of the Project area, and to visually observe any indications of RECs within the Project limits. The visual observations of the site conditions at the time of the visit will be documented with field notes and photographs. The data from the site



reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the Project area.

ISA Report

The results of the database search and site reconnaissance will be summarized and presented in a report of the findings, describing the existing or potential RECs at the Project area. WRECO will submit a Draft ISA Report to the Client, and then incorporate the comments received into the Final ISA Report. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements. If there are existing or potential RECs at the Project area, WRECO will provide recommendations in the ISA Report to conduct specific sampling at the Project area. This additional field sampling will be performed as part of a Preliminary Site Investigation (PSI) to confirm the presence or lack of suspected RECs.

Deliverables

- ✓ Draft Initial Site Assessment Report (PDF)
- ✓ Final Initial Site Assessment Report (PDF and 1 hard copies)

Task 2.3 – Cultural Resources

In order to comply with Section 106, SWCA proposes to complete the following cultural resources tasks. Depending on the outcome of the evaluation of the bridge, it is possible that additional studies may be needed should the bridge be found eligible. These studies would be conducted under a separate amendment to the contract.

Records Search

SWCA will conduct a records search for the proposed project area at the California Historical Resources Information System's (CHRIS) Central Coast Information Center (CCIC), located at the University of California, Santa Barbara. SWCA assumes that Caltrans will require a 0.5-mile search radius. SWCA further assumes that the records search will be completed at the CCIC for a maximum direct cost of \$900.00 and will be conducted at standard rates. If rush rates are required, then a Change Order may be necessary.

Native American Coordination

Pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3), preparation of the Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) will include coordination with up to 20 local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. SWCA will initiate this task by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two telephone calls will be made to each of the Native American groups on the NAHC list to document good-faith efforts at follow-up.

Archaeological Survey Report (ASR)

SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the Area of Potential Effect (APE). No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Upon completion of the field survey, SWCA will prepare the ASR according to Caltrans' current guidance as specified in the Standard Environmental Reference (SER). The ASR will document the results of the records search, Native American scoping, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to the City and Caltrans for review.



SWCA assumes that no archaeological resources will be encountered; any additional previously unrecorded or newly recorded archaeological resources identified during the records search or survey would require a change order for formal recordation. The survey area will be limited to the direct APE. SWCA assumes that preparation of the ASR will not require more than one revision based on comments from Caltrans or the City.

Historic Resources Evaluation Report (HRER)

Local Governments/Local Historic Group Coordination

Pursuant to 36 CFR Section 800.4(a)(3), preparation of the HPSR will include coordination with up to five individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Coordination will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Up to two (2) telephone calls will be made to each of the groups to document "good-faith" efforts of follow-up.

Built Environment Survey, Archival Research, and Department of Parks and Recreation Forms

A qualified Architectural Historian will direct an intensive-level survey of the indirect APE. For the purposes of this proposal and cost estimate, SWCA assumes that the indirect APE will extend approximately one parcel away from any ground disturbances or right-of-way acquisitions. The Via Avenue Bridge (#49C-0158) is more than 50 years of age and was previously evaluated as "not eligible" under National Register criteria. The bridge has not been evaluated for historical significance under CEQA. SWCA will evaluate the bridge using California Register criteria and reevaluate the bridge using National Register criteria. SWCA assumes that archival research will need to be conducted and the bridge will need to be recorded on DPR forms in order to comply with Caltrans guidance. The forms will constitute a portion of the HRER. SWCA assumes that no additional resources beyond the bridge described above that are more than 50 years of age that would require recordation on DPR forms will be present. Should additional resources that are older than 50 years be identified within the indirect APE, SWCA would request a change order to conduct the additional work.

Historical Resources Evaluation Report

It is anticipated that the architectural APE will encompass up to three adjacent parcels with historic-period resources (i.e., resources built in 1969 or earlier). Upon completion of the draft architectural APE, SWCA will coordinate with local historical groups, conduct the built environment survey and archival research, and prepare up to three DPR 523 forms for properties that require formal evaluation. The results of the architectural evaluation, including the DPR 523 forms, will be presented in an HRER. SWCA will prepare the HRER according to Caltrans' current guidance as specified in the SER. SWCA assumes only one (1) revision to the HRER will be required.

Historic Property Survey Report (HPSR)

Upon completion of the ASR, SWCA will prepare a short-format Caltrans HPSR according to Caltrans' current 2017 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, 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. SWCA assumes that only one revision to the HPSR will be required.

If the project APE is found to contain historic properties, as described under Section 106 of the National Historic Preservation Act, additional cultural studies would become necessary, SWCA can prepare the analysis and consultation with the State Historic Preservation Officer (SHPO) and interested parties under a separate contract and budget.



Task 2.5 – Project Description

Quincy will prepare the Project Description for use in preparation of the environmental documents. The Project Description will include the preparation of the Project Area of Potential Effects (APE) Map for Caltrans signature and use in the preparation of the environmental documents. Much of the project description will be obtained from the bridge type selection memo prepared under task 1.11.

Task 2.6 – Natural Environment Study (NES)

The Natural Environment Study (NES) consists of an impact analysis of the sensitive biological resources with potential to occur within the Biological Study Area (BSA). In preparation of this proposal, SWCA has already conducted the preparation of a natural Environment Study directly upstream of the Traffic Way Bridge, in support of the Bridge Street Rehabilitation Project. Therefore, our staff has a very intimate understanding of the area and the content for the NES that would be necessary for the Traffic Way Bridge Replacement Project. We believe this will lead to a very streamlined approach in the preparation of this document, but more importantly in the review process to be conducted by the City and Caltrans.

Per Caltrans requirements, the USFWS and NOAA Fisheries official species list must be acquired within 6 months of submitting the NES for review. It is expected that the species list will be either identical, or nearly identical, to those species reviewed in preparation for this proposal. Because the request for an official species list by a federal agency is the first step of the Federal Endangered Species Act (FESA) Section 7 consultation, and triggers a consultation code with USFWS, the official species lists will be formally requested by Caltrans, acting on behalf of FHWA. SWCA will coordinate with City staff to arrange any species list requests from Caltrans.

Following the database search and a literature review, 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 mapped with Global Positioning System (GPS)/Geographic Information System (GIS) and will be overlain on plans and/or aerials provided by Quincy and/or the City. SWCA has also already collected recent aerial imagery of the project area, which has been used during preparation of this proposal and will be used as basemap imagery for future graphics needs within the NES and other reports.

In order to comply with agency protocol for botanical resources, SWCA will conduct two floristic botanical surveys in order to accommodate the 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 CDFW publication *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys and all plant and wildlife species (or evidence of, such as scat or tracks) will be identified to the lowest possible taxonomic level. SWCA proposes to complete this work in spring 2019, should the consultant team be awarded the contract and access secured by the City.

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 features (wetlands/other waters) with potential for occurrence; evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The NES will also adequately address all federal laws, regulation, and guidance, as described in Chapter 1 of the Caltrans Environmental Handbook. Appendices to the NES will include the project plans; results of the USFWS, NOAA Fisheries, and CNDDB queries; a dewatering and diversion plan; and a list of species observed within the BSA.

Jurisdictional Delineation and Assessment

The Jurisdictional Delineation and Assessment would be prepared as a stand-alone report that would be included as an appendix to the NES. The report would include both federal and state jurisdictional information. The soil,



vegetative, and hydrological characteristics of all identified wetland areas will be examined and categorized according to the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*. Identified jurisdictional boundaries and biological habitats will be mapped with a Trimble GPS 7X handheld unit, capable of determining positional accuracy to ± 0.5 meter and the resulting acreages quantified using ArcGIS or AutoCAD. If the project schedule allows, SWCA will coordinate with the survey team in the field to have the jurisdictional boundaries included during NES survey efforts. This will reduce any anomalies that may result from GPS data collection.

Based on SWCA's preliminary review of the BSA, it appears that the majority of the federal jurisdiction within the BSA would be considered "Other Waters of the U.S." There is also a potential for federal wetlands to occur within the project area, but this determination will require a focused field investigation, included in this scope and budget. State jurisdictional boundaries would extend to the top of bank or furthest extent of riparian vegetation. CDFW also would consider their jurisdiction to extend to the Federal Emergency Management Agency (FEMA) 100-year flood mark, which in the case of this project would not extend beyond top of bank. For ease of future permitting efforts (and at the request of regulatory staff in the past), SWCA would also propose to have separate graphics within the report that graphically depict federal and state jurisdiction independent of each other.

Impacts to these jurisdictional areas will be quantified within the NES based on the most current design available at the time (at least 30% design). Permit applications will eventually require updated calculations of permanent and temporary impacts to jurisdictional areas that are based on the final project designs.

Task 2.7 – Biological Assessment (BA)

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 preferred by District 5. Federally listed species anticipated to be considered include South-Central California Coast steelhead (Federal Threatened), California red-legged frog (*Rana draytonii*; Federal Threatened), least Bell's vireo (*Vireo bellii pusillus*; Federal Endangered), and southwestern willow flycatcher (*Empidonax traillii extimus*; Federal Endangered).

South-Central California Coast steelhead (or rainbow trout) are known to occur within Arroyo Grande Creek which discharges to the Pacific Ocean. Arroyo Grande Creek is included within designated critical habitat for steelhead. SWCA will address project impacts to the species and the critical habitat within the BA. An important aspect to assess impacts on this species includes hydro-acoustic analysis. As currently proposed, the engineer believes that pile driving can be avoided by using cast-in-drill hole (CIDH) methodologies, in order to avoid impacts to steelhead and the additional hydro-acoustic analysis that would be necessary should pile driving be needed. Should the project description change in a manner resulting in pile driving as the required methodology, SWCA will discuss hydro-acoustic impact analysis with the City and the project team. In addition, as currently proposed, the project would likely result in a net benefit to the species and critical habitat by the removal of pier structures within the channel.

California red-legged frog is known to occur in the vicinity of Paso Robles Creek. According to the CNDDDB, the nearest known occurrence is approximately 2.3 miles to the east. SWCA anticipates that the City would infer presence of this species. Based on SWCA's experience on similar projects, the project would not require additional focused field surveys and the *Programmatic Biological Opinion for Projects Funded or Approved under the Federal Highway Administration's Federal Aid Program (8-8-10-F-58)* would be utilized (Caltrans 2011) for concurrence with USFWS under FESA Section 7.

Based on the current conditions within the BSA, there is currently suitable riparian vegetation along the banks of the creek for least Bell's vireo and southwestern willow flycatcher. Although observations of these species within the City are very limited, it is SWCA's experience on recent nearby projects that if sufficient riparian vegetation is



present, the species presence would be inferred, and formal consultation would be needed. SWCA does not propose the need for any protocol-level surveys to be conducted. Although unlikely, should USFWS require additional studies, SWCA has a USFWS-approved least Bell's vireo biologist on staff who can conduct these studies, if needed.

Should there be a need to contact USFWS and NOAA Fisheries for information gathering purposes regarding federally listed species, SWCA would route all questions and inquiries to the City. SWCA would strongly adhere to the communication protocol set forth by the City and at no time would SWCA communicate with Caltrans or the resources agencies without prior consent from City staff. Once the Final BA is submitted to Caltrans, all contact/coordination with USFWS and NOAA Fisheries shall be directly led by Caltrans, acting on behalf of FHWA.

Conceptual Habitat Mitigation and Monitoring Plan

As part of the BA, Caltrans requires that a Conceptual Habitat Mitigation and Monitoring Plan (CHMMP) be provided to address proposed mitigation based on the most current design of the selected alternative. The U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB) will require the submittal of this plan with the permit application packages. The CHMMP outlines the methods proposed to restore and monitor the impacted jurisdictional areas and presents a suggested mitigation ratio. Generally, a CHMMP consists of a 3-year restoration maintenance program and a 5-year monitoring program. The combined programs would amount to 5 years of restoration work and monitoring following construction activities within Paso Robles Creek. SWCA will prepare the CHMMP and submit it to the City for review and approval as an appendix to the BA. During the permitting process, resource agencies will be able to review and comment on the plan. Once the CHMMP is approved by the federal and state agencies during the permitting phase, SWCA will revise (if necessary) and produce a final HMMP for the plan, specification and estimate (PS&E) phase of the project.

The CHMMP will also include mitigation for any tree removals that may occur. SWCA has a certified arborist on staff to help evaluate tree removal impacts and to help develop adequate mitigation to meet the federal, state, and local requirements.

It is assumed that the CHMMP will allow for on-site mitigation in or near the project site without the need for significant additional fieldwork. If a CHMMP must be prepared for an off-site location, additional fieldwork, mapping, and data collection may be required, and this must be prepared under an amended scope of work. The City should also consider any off-site mitigation early in the process in the event that secondary impacts to cultural resources may occur.

Task 2.8 – Visual Impact Assessment (VIA)

SWCA proposes to determine if and to what extent the proposed structure might be visible from Key Viewing Areas (KVAs), and determine the extent of any visual impacts when compared to existing conditions. SWCA would utilize the Caltrans Visual Impact Assessment Guide (VIA Guide) to determine the level and type of visual impact assessment that would be required for the project. Itemized responses to the checklist set forth in the VIA Guide would be provided, including project-specific details supporting each response. After completion of the VIA checklist, the final project score will be compared to established thresholds to determine whether additional visual analysis, scoping, photo simulations, public review, or impact and mitigation discussion would be necessary.

It is not anticipated that significant visual impacts would result from the project. The project is located in a rural area, with limited views of the bridge structure. Included in this scope of work are a field analysis including photographic documentation of existing conditions, completion of the VIA checklist including itemized responses to each question, consultation with the City and Caltrans regarding the need for any additional visual assessment (if any), and preparation of a brief Visual Assessment in memo form, setting forth the basis for the level of visual analysis performed and the determination of impacts. Should review of the project indicate that a more fully developed visual impact assessment is required, SWCA could complete the analysis using Caltrans accepted methodology once a project description and design have been completed.



Task 2.9 – Water Quality Assessment Report

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 the hydrology subconsultant. The WQAR 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 recommend avoidance and or minimization measures to reduce potentially adverse impacts.

Task 2.10 – CEQA Document

Based on SWCA's knowledge of the proposed project, it is assumed that an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) will likely be the appropriate CEQA document. SWCA will prepare the IS/MND using the City's preferred format as the lead agency. It is also understood that the City will be responsible for the public noticing and attendance at any public hearing.

SWCA will be responsible for publishing the environmental documents and any document revisions after public review, preparation of the final MND. In the unlikely event that it should become apparent during environmental evaluation that an Environmental Impact Report (EIR) is needed, the City will be immediately notified for appropriate action.

Task 2.11 – Permit Compliance

Plans and specifications will be checked against the permit conditions and measures to ensure compliance with the agency requirements.

This task will also include the preparation of calculations and an application for a rainfall erosivity waiver to be submitted by the County. Along with the rainfall erosivity waiver, Quincy will prepare the conceptual WPCP/Erosion Control plans with BMP's and the contractor will prepare a project WPCP which will be in effect for construction activities between April and October. Quincy will ensure the project working days in the specifications match the rainfall erosivity waiver such that any work extending beyond the end of the rainfall erosivity waiver requiring a Stormwater Pollution Prevention Plan (SWPPP) will be the contractor's responsibility. Quincy will then prepare a project plan sheet detailing the best management plan (BMP) and erosion control features outlined in the WPCP. It is assumed any fee for the rainfall erosivity waiver will be paid by the County.

Based on our knowledge of the permit process for federal and state agencies, implementation of this project will require permits/agreements from USACE, CDFW and RWQCB. SWCA would prepare permit packages that would include completed permit applications, maps of the project location, site photographs, construction plans, and pertinent background reports. To facilitate the permitting process, SWCA would prepare signature-ready application packages following completion of the technical studies. SWCA will not submit the permit packages until completion of environmental review (anticipated to include a NEPA CE/CEQA MND). Once environmental review has been completed, all supporting documents would be submitted to the agencies to supplement the application packages. SWCA would be available to facilitate the submittal of the packages to the agencies and support negotiations with the agency staff.

Task 2.12 – Revegetation Plans

WRECO's restoration specialist/senior biologist will conduct a site visit to develop a plant palette consistent with native riparian vegetation currently found in the creek corridor. We will draft sketches of the site features or limitations that may influence the revegetation effort.

Based on the information collected during the site visit, WRECO will develop a plant palette, planting plan, and specification sheets for inclusion in the Project's engineered plan set.



TASK 3.0 – RIGHT OF WAY

Right-Of-Way Engineering

The City will perform all appraisals and acquisitions for the project.

Utility Coordination/Design

Unless specifically stated, it is assumed that all new or relocated utility facilities will be designed and constructed by the applicable utility owners.

Task 3.1 – Final Utility Coordination

Utility ‘B’ Package: Based on the information collected from the Utility ‘A’ letters, Quincy will prepare and send Utility ‘B’ packages to the affected utility companies. The ‘B’ package, which will document identified utility conflicts and the conclusions from associated utility meetings, will include the following: 65% Plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will ask the utility companies to verify the conflict and notify them of the need to relocate their facilities. After receipt of the relocation designs from the utility companies, Quincy will add the relocations to the drawings prior to the 95% design submittal.

Utility ‘C’ Package: Quincy will send a copy of the Final Plans and a City-approved letter to the utility companies when the project is advertised for bids. The letter will include the project schedule and deadlines for completion of utility company relocation work.

Notice to Owner and Reports of Investigations: Quincy will prepare required Notice to Owners and any Reports of Investigation required for the project.

Utility Agreements: Quincy has assumed that one utility agreement will be necessary for this project. The utility agreement will be for the City owned water line.

Task 3.2 – Final Design 12-inch Water Transmission Pipeline

Quincy will design a new 12-inch water main to be incorporated into the new Traffic Way Bridge. It is assumed that the existing line can be valved-off and removed from service during switching lines from the old bridge to the new bridge without affecting water service to customers. Quincy will coordinate with the City to review and identify the location of existing isolation valves to be closed for the construction of the tie in's and confirm that no services will be affected. The isolation valves at each side of the bridge will be fitted with a thrust collar to prevent the existing pipelines from separating at the joints when the bridge segment of pipeline is removed. The water main design will include connections details, supports to suspend the pipeline under the bridge, and necessary features and appurtenances, such as thrust restraints, restrained joints and coupling adapters, articulating joints, air relief valves, and hydrants.

Quincy's water main designers will incorporate the knowledge of the City's standards gained during the recent design of the utility crossings on Bridge Street Bridge. AWWA standards will be applied to the design and referenced, in conjunction with City standards. The pipeline material is anticipated to be DIP, which does not match the existing steel water main, but does comply with current City Standard Specifications and Engineering Standards. Depending on the design of the bridge, a steel pipeline can be designed, in lieu of DIP, to maximize the pipeline span between joints and supports.

The Quincy water and bridge designers will collaborate to design pipeline supports and braces beneath the bridge structure, as well as design features for the pipeline to pass through the abutments.

Construction drawings will be prepared using AutoCAD/AutoCAD Civil 3D and technical specifications will be prepared using MS Word.

The Quincy design leader for the water main design will attend a kick-off meeting to coordinate with the City and walk the site.



Deliverables

- ✓ Attend Kick-off Meeting
- ✓ Water Line Design Plans

Task 3.3 – Final Right of Way

Quincy will set final Right-of-Way needs or Temporary Construction Easements based on Final Design Plans and any rights needed for construction, utilities or environmental mitigation.

Task 3.4 – Appraisal Exhibit

DPSI will prepare an exhibit to be used by our Right-of-Way staff showing the existing road right-of-way, proposed right-of-way or temporary construction easement, the area to be acquired, and the APN. The exhibit will include such information as APN number, site address, owner's name, gross acreage and easement acreage and will show the approximate property line of parcel in question and the proposed easement locations plotted over the aerial ortho-photograph.

Task 3.5 – Stake the Proposed Right of Way or Temporary Construction Easements (Optional)

Property owners may request that the proposed right-of-way or Temporary Construction Easement lines be staked. This optional scope of work could be authorized through contract amendment prior to performing any staking requested by the City.

Task 3.6 – Legal Descriptions (Optional)

The current project approach does not anticipate requiring any permanent right of way for the project. Several Temporary Construction Easements (TCE) will be required to gain access to the project site and install the temporary stream diversion. The project goal and current approach is to avoid impacting the property owned by Kaloosian. Following this approach and based on our experience working on the Bridge Street project, we do not anticipate needing Plat and Legals description for only TCEs. If permanent right of way is required for the project, a legal description will be compiled for the acquisition of new right of way. Our scope of work assumes that no Plat and Legals will be required.

Task 3.7 – Record of Survey Map (Optional)

If required the City will waive the checking and recording fees for this map and additional scope and fee will be added with an amendment.

TASK 4.0 – FINAL ENGINEERING

Task 4.1 – Independent Design Check

Upon completion of the 65% submittal, Quincy will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. The check will involve a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. This is a big part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. A plan set will be marked up following Quincy's QA/QC Manual. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent Check comments are summarized, and resolutions are documented.

Task 4.2 – Specifications

Prior to the Draft PS&E Submittal, the plans will be reviewed by Quincy and an updated contract items list will be produced. The technical specifications will then be compiled using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSPs). Quincy will prepare required technical special provisions for Divisions II-X, and will compile with City supplied Division I boilerplate specifications. The basis of the specifications shall be the Caltrans Standard Specifications. It is assumed that the City will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and



permitting requirements from the environmental permits will be included in the specifications. Quincy will assemble the final project specifications ready for printing the contract documents.

A hard copy and disc copy (Microsoft Word) of the technical specifications will be provided for the City review. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

Task 4.3 – Engineer’s Estimate

Two independent sets of bridge and roadway quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer’s Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the City and Caltrans, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Non-participating costs, if any, will also be segregated. Five (5) percent of the total estimate will be added for contingencies, per current Caltrans guidelines, and an additional five (5) percent COUNTY contingency will also be added to arrive at the cost presented to the City.

Task 4.4 – Quality Control Reviews

Quality control reviews will be conducted before the following submittals:

- 65% Plan Submittal
- Draft PS&E
- Final PS&E

The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. YEH will also review plans, specifications and provide general consultation within the proposed level of effort to check whether the recommendations of the geotechnical report were incorporated into the design and construction documents, and to assist with preparation/verification of the geotechnical aspects of the specifications. Quincy will perform an independent QC/QA review prior to the submittals listed above being transmitted to the City. The review of the Draft PS&E will be performed by a senior level engineer for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements.

Task 4.5 – Draft PS&E Submittal

A submittal of 95% Draft PS&E will be made to the City. The submittal will include the plans, specifications and estimate. A pdf sets of 11x 17 plans with a set of special provisions and the Engineer’s Estimate will be submitted to the City electronically. Quincy will perform an independent QA/QC review of the 95% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the City. City may submit the PS&E package to Caltrans District Local Assistance and to the Caltrans Division of Structures Local Assistance for review. Quincy will assist the City with preparation of the Caltrans PS&E Certification Form. Plans will be prepared in AutoCAD format. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

Deliverables

- ✓ Responses to 65% comments
- ✓ Estimated construction schedule (PDF and in MS Project format)
- ✓ Draft PS&E in electronic format (Plans in PDF, specs in Word & PDF, Estimate in Excel & PDF)



Task 4.6 – Final Revisions

Upon receipt of comments from the Draft 95% PS&E submittal to the City, and other jurisdictional agencies, which will be routed through the City, final revisions will be made. Quincy will incorporate appropriate comments in the plans, specifications, and estimate.

Task 4.7 – Final Submittal

Quincy will incorporate comments and submit final plans, specifications and estimate to the City. Quincy will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to the City.

Deliverables

- ✓ Responses to 95% comments
- ✓ Final Plans 11 x 17 and 24 x 36 (PDF format)
- ✓ Electronic Microsoft Word file of specifications
- ✓ One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer
- ✓ Hard copy of Construction Cost Estimate
- ✓ Electronic Microsoft Excel file of Construction Cost Estimate
- ✓ Estimated construction schedule with estimated working days calculation (hardcopy and in MS Project format)
- ✓ Resident Engineer's File
- ✓ AutoCAD Project Plans on CD

TASK 5.0 – BID SUPPORT

Quincy will provide bidding assistance to the City. This will include consultation and interpretation of the contract documents and assisting the City in preparing addenda to the PS&E and attending pre-bid or construction meetings and bid openings. Since a portion of this task is dependent on the number of bidder inquiries, a total effort of 56 hours has been assumed for this task.

Deliverables

- ✓ Prepare Addenda as required
- ✓ Respond to RFIs as required

Task 6.0 – Construction Support *(Optional)*

This scope of work was identified in the original solicitation and the Quincy Team would be providing these services. This optional scope of work could be authorized through contract amendment prior to start of construction after the scope and magnitude of the final project is understood.. After award of the construction contract, the Team will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans, reviewing falsework plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the Resident Engineer's or City's request. Upon completion of construction, Quincy could prepare As-Built plans based on the construction management team plan markups. The As-Built plans would be prepared electronically to facilitate submitted to Caltrans for inclusion in the bridge inventory.

Task 7.0 – Construction Staking *(Optional)*

This optional scope of work could be authorized through contract amendment prior to start of construction.

Cost Proposal

Traffic Way Bridge Replacement Project

0

Date: 9/20/2019

Quincy Engineering, Inc.

Direct Labor:	\$250,881.50
Estimated Salary Increases for Multi-Year Project	\$3,802.99
Subtotal	\$254,684.49
Overhead (1.757):	\$447,506.12

A. Labor Subtotal **\$702,190.61**

Subconsultant Costs:

Central Coast Transportation	\$36,220.92
DPSI	\$44,510.03
WRECO	\$103,268.41
SWCA	\$125,518.00
Y&C	\$24,117.21
Yeh	\$123,504.00
0	\$0.00

B. Subconsultant Subtotal **\$457,138.57**

Other Direct Costs:

Travel (@ active IRS mileage rate)	5760 miles @	\$0.580	\$3,339.36
Pier Diem/ Hotel	20 days @	\$150.00	\$3,000.00
Delivery	1 @	\$10.00	\$10.00
Vendor Reproduction			
	Vellum	@	\$0.00
	8 1/2 X 11 Reproduction	@	\$0.00
	11 X 17 Reproduction	@	\$0.00
	Mounting Boards for Presentations	10 @	150 \$1,500.00
	Newsletters (Translation and printing)	@	\$0.00
	Subtotal Vendor Reproduction		\$1,500.00
Title Report	@		\$0.00
Miscellaneous			

C. Other Direct Cost Subtotal: **\$7,849.36**

Labor Subtotal A. =	\$702,190.61
Fixed Fee (10.0%):	\$70,219.06
Subconsultant Subtotal B. =	\$457,138.57
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$7,849.36
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$1,237,397.60**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Cost Proposal

[illegible]

Notes: Invoices will be based upon actual QCE hourly rates plus overhead at 166.70% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (PCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.

Traffic Way Cost and Measure 09-2072018 - City of Portland | Nov 16/2020-18

EXHIBIT 10-01: Consultant Proposal DBE Commitment

1. Local Agency:	City of Arroyo Grande		2. Contract DBE Goal	13%
3. Project Description:	Engineering, environmental and right of way services for the design of the Traffic Way Bridge Replacement Project			
4. Project Location:	The Traffic Way Bridge spans Arroyo Grande Creek allowing Traffic Way to connect to West Branch Street. Traffic Way follows a north-south corridor approximately 0.1 miles east of State Route 101 in the City of Arroyo Grande.			
5. Consultant's Name:	Quincy Engineering, Inc.		6. Prime Certified DBE:	<input type="checkbox"/>

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Traffic Modeling & Analysis	#41186	Central Coast Transportation Consulting 895 Napa Avenue, Suite A-3 Morro Bay, CA 93442 (805) 316-0101	2.93%
Hydrology/Hydraulics	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	8.35%
Electrical/Signal Design	#28989	Y&C Transportation Consultants, Inc. 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	1.95%

Local Agency to Complete This Section		11. TOTAL CLAIMED DBE PARTICIPATION	13.22%
17. Local Agency Contract Number:	<u>350-56-79</u>		
18. Federal-Aid Project Number:	<u>BRL5 5199 (030)</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
19. Proposed Contract Execution Date:	<u>10-8-19</u>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<u>Mark L. Reno</u> <u>September 20, 2019</u> 12. Preparer's Signature 13. Date	
<u>Robin S. Dickerson</u> 20. Local Agency Representative's Signature	<u>10-2-19</u> 21. Date	<u>Mark L. Reno, PE</u> 14. Preparer's Name	<u>(916) 368-9181</u> 15. Phone
<u>City Engineer</u> 22. Local Agency Representative's Name	<u>909-473-5441</u> 23. Phone	<u>Principal</u> 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Arroyo Grande 2. Contract DBE Goal: 13%
 3. Project Description: Engineering, Environmental, and Right of Way services for the design of the Traffic Way Bridge Replacement Project
The Traffic Way Bridge spans Arroyo Grande Creek allowing Traffic Way to connect to West Branch Street. Traffic Way follows a north-south corridor approximately 0.1 miles east of State Route 101 in the City of Arroyo Grande
 4. Project Location: The Traffic Way Bridge spans Arroyo Grande Creek allowing Traffic Way to connect to West Branch Street. Traffic Way follows a north-south corridor approximately 0.1 miles east of State Route 101 in the City of Arroyo Grande
 5. Consultant's Name: Quincy Engineering, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$1,237,397.60
 8. Total Dollar Amount for ALL Subconsultants: \$457,138.57 9. Total Number of ALL Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Modeling & Analysis	#41186	Central Coast Transportation Consulting 895 Napa Avenue, Suite A-3 Morro Bay, CA 93442 (805) 316-0101	\$36,220.92
Hydrology/Hydraulics	#30066	WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017	\$103,268.41
Electrical/Signal Design	#28989	Y&C Transportation Consultants, Inc. 3250 Ramos Circle Sacramento, CA 95827 (916) 366-8000	\$24,117.21
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$163,606.54
20. Local Agency Contract Number: 21. Federal-Aid Project Number: 22. Contract Execution Date:	<u>350-56-79</u> <u>BRLS 5199 (030)</u> <u>10-8-19</u>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
23. Local Agency Representative's Signature: <u>ROBIN S. Dickerson</u> 25. Local Agency Representative's Name: <u>City Engineer</u> 27. Local Agency Representative's Title:	24. Date: <u>10-2-19</u> 26. Phone: <u>(805) 473-5441</u>	15. Preparer's Signature: <u>Mark L. Reno</u> 17. Preparer's Name: <u>Mark L. Reno, PE</u> 19. Preparer's Title: <u>Principal</u>	16. Date: <u>September 20, 2019</u> 18. Phone: <u>(916) 368-9181</u>

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if	_____	
10. Name and Address of Lobbyist (If individual, last name)	<div style="border: 1px solid black; padding: 5px; text-align: center;"> THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS PRACTICES AS THE FIRM DOES NOT ENGAGE IN LOBBYING ACTIVITIES. </div> (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>John Quincy</u> Print Name: <u>John Quincy</u> Title: <u>President, Quincy Engineering</u> Telephone No.: <u>(916) 368-9181</u> Date: <u>02/20/19</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

CONTRACT FOR CONSULTANT SERVICES
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 Contract 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 \$1,000,000 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 Contract. 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 Contract.

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. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Contract 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 Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract or any other Contract 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 Contract. 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 Contract 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. The insurer will provide 30 days notice to City of any cancellation of coverage.
9. It is acknowledged by the parties of this Contract 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 Contracts 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 Contract 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 Contract 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 Contract.

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 Contract. This obligation applies whether or not the Contract 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 Contract 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 Contract. 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 Contract 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 Contract 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 Contract. 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 Contract. 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.

