

**Council Meeting: August 28, 2012****SUBJECT: Award of Contract for Engineering, Design and Environmental Services for the Fair Oaks Overhead Bridge Rehabilitation Project (F1109-15)****BACKGROUND**

Approval is requested to award a contract in the amount of \$2,183,344 to Biggs Cardosa Associates, Inc. (BCA) of San Jose, for engineering, design and environmental services for the Fair Oaks Overhead Bridge Rehabilitation Project (Federally-funded Project No. BHLS-5213(039)). Approval is also requested for a 10% design contingency in the amount of \$218,334.

Fair Oaks Overhead Bridge (Bridge No. 37C0765) is located on Fair Oaks Avenue over Hendy Avenue and the Peninsula Corridor Joint Powers Board (PCJBP) Caltrain tracks, between Kifer Road and Evelyn Avenue. Fair Oaks is a primary arterial street in Sunnyvale, and the bridge location includes a pedestrian bridge that also spans over the Caltrain tracks and is immediately adjacent to the main overhead structure.

The vehicular bridge was constructed in 1967, with seismic retrofit improvements constructed on the existing structure by the City in 1981 and 1993 under the mandatory seismic retrofit program. The bridge structure was last inspected by the California Department of Transportation (Caltrans) on June 18, 2000. The Bridge Inspection Report indicated a sufficiency of 77.8, and the bridge was determined to be "structurally deficient". This rating was influenced primarily because of severe deck cracking and spalling (chipping), and inadequate sidewalk width, barrier railings, approach railings, and lateral clearance to the support columns. The bridge is on the Federal Highway Administration (FHWA) Eligible Bridge List (EBL) and therefore eligible for Caltrans administered Federal Highway Bridge Program (HBP) funds as more fully explained in the Fiscal Impact section. The intent of this project is to sufficiently rehabilitate the bridge to remove it from the EBL. The total cost to rehabilitate the structure, including the proposed engineering, design and environmental services, is estimated to be approximately \$23 million.

DISCUSSION

Project scope is expansive and includes engineering and design services required for Environmental Clearance and Required Mitigation Measures; acquisition of rights of way (temporary and permanent); bridge and roadway

widening along both sides of the existing structure; construction of a new raised sidewalk on the east end of the bridge from Evelyn Avenue to Kifer Road and considerations of ramps to provide ADA compliant access as necessary; replacement landscaping/landscape enhancements; removal and replacement of all street lights on the structure; removal and reconstruction of all guardrails to meet the current Caltrans requirements; consideration of removal of the pedestrian bridge over Caltrain and/or modification of access ramps as necessary to mitigate impacts and to provide adequate staging for bridge construction; realignment and improvement of Hendy Avenue and roadways along Fair Oaks Avenue connecting to Hendy and Kifer; and intersection improvements and traffic signal modifications at Fair Oaks/Kifer/Hendy and Fair Oaks/Evelyn.

As a condition of receiving federal funding for the project, the City was required to comply with the Caltrans Local Assistance Procedures Manual (LAPM) for Consultant Selection. This included strict adherence to a qualifications-based consultant ranking process through the issuance of a competitive Request for Proposals (RFP), followed by a pre-award audit of the consultant's proposal and pricing conducted by Caltrans (see below).

On September 22, 2011, RFP No. F1109-15 was directly distributed to 10 engineering firms known to have extensive bridge design experience. Additionally, the RFP was advertised in The Sunnyvale Sun on September 30, 2011 and notification of the project was distributed to other potential consultants on the City's website through the Onvia DemandStar public procurement network. Thirty seven (37) firms requested proposal documents. On October 26, 2011 four responsive proposals were received as follows:

Biggs Cardosa Associates, Inc. (BCA), of San Jose
HNTB Corporation, of San Jose
Mark Thomas & Company, Inc. of San Jose
URS Corporation, of San Jose

An evaluation team composed of Public Works Engineering and Transportation and Traffic Division staff reviewed and ranked the written proposals based on adherence to the RFP requirements, depth of experience, understanding and comprehension of project requirements, depth of qualified professionals within the firm, and demonstrated ability to stay within budget and meet established time schedules. Following the consultant ranking of the written proposals, each firm was invited to the City for a 90-minute interview. At the conclusion of the interview process, the evaluation team unanimously selected Biggs Cardosa as the top-ranked proposer.

Caltrans LAPM Consultant Selection Requirements

Once the top-rated firm was determined, the City was required to notify all proposers of the final ranking. Following this notification, the City was then able to request pricing from Biggs Cardosa. Customarily the City requests separately-sealed pricing to be submitted with all RFP responses, which is separately evaluated after the initial ranking process. In this instance, the selection procedures mandated that the City could only request pricing from the top-ranked firm after the ranking was determined. The total proposed cost was \$2,437,013, slightly below the City's initial Preliminary Engineering (e.g., the work covered by this contract) estimate of \$2.5 million.

Also consistent with the LAPM, Caltrans then began a contract pre-award audit of the Biggs Cardosa proposal and pricing, which largely consisted of the following:

- Review of the draft Consultant Services Agreement for inclusion of required contract/fiscal provisions;
- Analysis of proposal's specific cost/task elements to determine accuracy and reasonableness; and
- Review of Biggs Cardosa's most recent Independent Auditor's Report to validate indirect cost rates.

Caltrans subsequently waived a detailed pre-award audit and issued a waiver letter with recommended modifications, which were incorporated into the overall Consultant Services Agreement. Based on Caltrans' initial findings and staff negotiations with Biggs Cardosa, the total contract amount was reduced to \$2,183,344, a reduction of \$253,669. Staff recommends awarding the contract to Biggs Cardosa Associates, Inc. for Engineering, Design and Environmental Services for Fair Oaks Overhead Bridge Rehabilitation. Staff also recommends the award of a 10% design contingency in the amount of \$218,334.

FISCAL IMPACT

Contract costs are as follows:

Engineering, design and environmental services	\$2,183,344
Design contingency (10%)	<u>\$218,334</u>
Total cost	\$2,401,678

The total project consists of engineering design and environmental services, construction and construction support, currently estimated to be approximately \$22.8 million. Budgeted funds to complete the project are available in Capital Project 825610 (Fair Oaks Overhead Bridge). The project is funded by a combination of Federal Highway Bridge Program (HBP) revenues

(approximately \$20.1 million) and a local matching fund transfer from the Infrastructure Renovation and Replacement Fund (approximately \$2.7 million). Should any additional eligible grant funding sources become available, staff will evaluate the use of such funds to offset the \$2.7 million currently budgeted for the local match portion of the project.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same format as the attached draft and in the amount of \$2,183,344 to Biggs Cardosa & Associates, Inc. (BCA), for the subject project, and authorize the City Manager to execute the contract when all necessary conditions have been met; and
2. Approve a 10% design contingency in the amount of \$218,334.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Kent Steffens, Director, Department of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Consultant Services Agreement

**ATTACHMENT A
DRAFT**

**CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND BIGGS
CARDOSA ASSOCIATES, INC. FOR FAIR OAKS OVERHEAD BRIDGE REHABILITATION
ENGINEERING, DESIGN AND ENVIRONMENTAL SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BIGGS CARDOSA ASSOCIATES, INC. ("CONSULTANT").

WHEREAS, CITY desires to secure professional services necessary for investigation, analysis, design, preparation of construction drawings and contract specifications, consultation, services during construction and other services for a project known as Fair Oaks Overhead Bridge Rehabilitation Engineering Design and Environmental Services; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Roy Schnabel, P.E. to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term of this Agreement shall be four (4) years from the date of execution, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Allowable Costs and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will

not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B"), unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "B-1". The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Two Million One Hundred Eighty Three Thousand Three Hundred Forty Four and No/100 Dollars (\$2,183,344.00), inclusive of the fixed fee (profit) enumerated in Exhibit "B-1", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Reimbursement for transportation and subsistence costs shall not exceed the costs in the attached Compensation Schedule. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

If milestone cost estimates are included in the Compensation Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from CITY before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 24.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Mark Rogge, City Engineer
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: BIGGS CARDOSA ASSOCIATES, INC.
Attn: Roy Schnabel, P.E.
865 The Alameda
San Jose, CA 95126

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of this Agreement.

22. California Agreement

This Agreement has been entered into in the State of California and this Agreement shall be governed by California law.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon thirty (30) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

BIGGS CARDOSA ASSOCIATES, INC.
("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

FAIR OAKS OVERHEAD BRIDGE REHABILITATION

FEDERAL PROJECT NO. BHLS-5213(039)
REQUEST FOR PROPOSALS NO. F1109-15

A GENERAL

Biggs Cardosa Associates, Inc. (CONSULTANT) is proposing to provide the following professional services to the City of Sunnyvale (CITY) for design, preparation of bid documents, and bid and construction phase support for the FAIR OAKS OVERHEAD BRIDGE REHABILITATION PROJECT. The scope of services will generally include: conceptual design, design development, detailed design, and preparation of bid documents for Public Works and Federal Grant compliant competitive bidding, construction cost estimates, and time schedules, and compliance with all applicable rules, regulations, codes and law. Related work includes, but is not necessarily limited to, compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and obtaining or preparing all necessary permits ready for execution by the construction general contractor.

B PROJECT LOCATION

Fair Oaks Avenue Overhead Bridge (Br. No. 37C-0765) is located on Fair Oaks Avenue, over Hendy Avenue and the Peninsula Corridor Joint Powers Board (PCJPB)/Caltrain tracks, between Kifer Road and Evelyn Avenue in the City of Sunnyvale.

C BACKGROUND

Fair Oaks Avenue is a primary arterial street in the City of Sunnyvale that spans over Caltrain tracks and Hendy Avenue. A pedestrian bridge that also spans over the Caltrain tracks is immediately adjacent to the main overhead structure. The vehicular bridge was constructed in 1967. In 1981 and 1993, the City of Sunnyvale constructed seismic retrofit improvements on the existing structure under the Mandatory Seismic Retrofit Program. The bridge structure was last inspected by Caltrans on June 18, 2000. The Bridge Inspection Report indicated a sufficiency rating of 77.8 and the bridge was determined to be "structurally deficient." This bridge is on the FHWA Eligible Bridge List (EBL). One intent of this project is to sufficiently rehabilitate the bridge to get it off of the EBL. In addition to general bridge rehabilitation and roadway widening, the project will include improved pedestrian access on the bridge and at the landing points, and also intersection redesign and traffic signal modification at both Evelyn Avenue and Kifer Road. The project may also include realignment or reconfiguration of Hendy Avenue to provide better clearance from the bridge columns. All work shall be in compliance with CEQA and NEPA regulations and stipulations. A major constructability concern is minimizing the potential

impact on the Caltrain right-of-way. The design shall minimize construction activity within the Caltrain corridor.

D PROJECT DETAILS

Scope of the project for rehabilitation of the bridge includes the following:

- Environmental Clearance and Required Mitigation Measures
- Acquisition of rights-of-way (temporary and permanent)
- Bridge and roadway widening along both sides of the existing structure
- Construction of a new raised sidewalk on the east side of the bridge from Evelyn Avenue to Kifer Road and consideration of ramps to provide ADA compliant access as necessary.
- Replacement landscaping/landscape enhancements
- Removal and replacement of all street lights on the structure
- Removal and reconstruction of all guardrails to meet the current Caltrans requirements
- Consideration of removal of the pedestrian bridge over Caltrain and/or modification of access ramps as necessary to mitigate impacts of and to provide adequate staging for bridge construction. The environmental clearance process may require continuation of direct pedestrian access to the apartments below the southerly portion of the bridge.
- Realignment and improvement of Hendy Avenue, including possible column reconfiguration to provide adequate clearance to fixed objects.
- Realignment of roadways along Fair Oaks Avenue connecting to Hendy Avenue and Kifer Road.
- Intersection improvements and traffic signal modifications at Fair Oaks Avenue/Kifer Road/Hendy Avenue and Fair Oaks Avenue/Evelyn Avenue, including interconnect system.

The project is funded through the Highway Bridge Program (HBP) and local CITY funds. CONSULTANT shall determine all eligible costs for reimbursement under the grant program and the required local share, and shall separately account for any items that are necessary but may be grant ineligible.

Environmental documents, other documentation and reports, and any construction bid documents needed to award a construction contract must be approved by all agencies involved with the project. CONSULTANT is responsible for knowing and understanding all conditions the agencies require for project approval. Design development will require coordination with CITY staff as well as Caltrans, the Peninsula Corridor Joint Powers Board (Caltrain), the California Public Utilities Commission as necessary, Amtrak as necessary, the Santa Clara Valley Transportation Authority (VTA), and possibly the Federal Highway Administration (FHWA), as well as any other regulatory or permitting agency that would have interest in the project.

E CONSULTANT SERVICES

The intent of this consultant services Contract is that after the construction contractor has completed the work per the approved Contract documents, the improvements should be suitable for all designated uses and comply with all applicable rules, regulations, codes, law, and good practice for a public facility. The design should consider energy efficiency and low operational and maintenance costs.

Consultant shall perform all engineering and related work necessary to prepare a set of plans and specifications suitable for Public Works bidding, and compliant with all applicable requirements. Plans, technical specifications, calculations, and related documents must be stamped and signed by the Engineer of Record. The plans and specifications shall be coordinated with the CITY's bid documents, standard provisions, and special provisions. All submittals shall be in both digital and hard copy format.

Plans and specifications shall not have any statements obligating the CITY to do anything other than what is stated in the CITY's standard construction contract. The plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications must be readily biddable and objective, avoiding use of subjective terms, such as, "performing work to the satisfaction of the designer or the City." Proprietary products or services should be avoided unless the consultant has demonstrated that there is no other better option.

Consultant shall conduct a complete structural review of the existing bridge and a review of site conditions.

Scope of Services

Phase 0 Project Management

The centerpiece of any well-executed project is effective Project Management to understand the needs of CITY, direct the flow of information, define and track tasks, assign the appropriate people to complete the work, and ensure a technically sound, constructible, and cost-effective set of construction documents.

Task 0.1 Coordination/Meetings/Administration

Project Development Meetings: CONSULTANT will schedule regular project development meetings to discuss the status of the project, upcoming efforts, issues and other relevant information. An agenda and invitation will be sent out one week prior to each meeting, along with minutes from the previous meeting. At the meeting, an Outstanding Issues list will be distributed. Items on the list are discussed at the meeting, new issues are added and assigned, and tasks completed are noted as "closed".

Deliverables:

- Meeting agendas and minutes
- Outstanding Issues list

Task 0.2 Accounting and Project Schedule

Project Schedule: CONSULTANT will prepare and submit a Project Master Schedule in Microsoft Project to the CITY within 20 days of Notice to Proceed (NTP). The schedule will be updated monthly and the updates distributed with Progress Reports.

Deliverables:

- Project Master Schedule and updates

Progress Reports: On a monthly basis, CONSULTANT will issue invoices and progress reports to CITY detailing major items worked on during the billing period and the percentage of completion for each task, with substantiation for backup.

Deliverables:

- Invoices with Progress Reports

Task 0.3 Agency Coordination

Task 0.3.1 Caltrans

Local Programs Compliance: All items on this task will be done in accordance with the various Caltrans Local Assistance publications, including the Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG) and the Local Programs Procedures (LPPs).

It is CONSULTANT's understanding that the E-76 for Phase II Preliminary Engineering has been authorized. It is extremely important that the project is scoped properly and CONSULTANT will review the scope of the Phase II E-76 to identify if it meets the project direction. As the project evolves and gets better defined, CONSULTANT will submit on behalf of the CITY the necessary paperwork to amend the required funds (LAPG Exhibit 6D and a revised Finance Letter). CONSULTANT will prepare for CITY additional Request for Authorization (RFA) letters and forms for the Phase III - Final PS&E and Phase IV – Bidding and Construction tasks.

Deliverables:

- Exhibit 6D
- Completed Request for Authorization (RFA)

Task 0.3.2 JPB/Caltrain

CONSULTANT will coordinate with Samtrans/JPB/Caltrain for any construction and encroachment activities within the railroad right-of-way. This will include coordination with proposed projects along corridor, such as the Baby Bullet Project. Consultant will process any Rights of Entry for access onto the railroad right-of-way.

Task 0.3.3 High Speed Rail

CONSULTANT will coordinate with HSR agency.

Task 0.3.4 VTA

CONSULTANT will coordinate with VTA as necessary.

Phase 1 Environmental Clearance / Public Outreach

Task 1.1 Environmental Document (EIR/EA)

Task 1.1.1 Technical Studies

Based on preliminary geometrics for the project, CONSULTANT will determine the environmental study limits (i.e., roadway geometrics, roadway and bridge widening, realignment, construction staging areas, etc.). CONSULTANT will then meet with Caltrans technical reviewers to review the outline of each report and key issues to be addressed. This step will help streamline the review process. The following technical studies will be prepared in conformance with Caltrans SER guidance and any appropriate federal guidelines.

Task 1.1.1(a) Initial Site Assessment

CONSULTANT will prepare Phase 1 Initial Site Assessment (ISA) Report for the project.

Generally, ASTM recommends a 1.0-mile radius for the data search. The ISA study will be prepared to identify potential hazardous waste sites and evaluate environmental factors that may have impacted the groundwater quality within the project limits. The study will include data collection and documents research including historical land use based on study of aerial photographs and other relevant documents. The data research will be ordered from Environmental Data Research, Inc. (EDR, Inc.) for the proposed project. No field exploration and/or testing are included in this phase of work.

Deliverable:

- Phase 1 ISA Report

Task 1.1.1(b) Right-of-Way Impacts

Task 1.1.1(c) Traffic Studies

The traffic study will focus on construction impacts to streets, bicycles, pedestrian, and apartment complex circulation/parking. The analysis will consider when it is feasible to close lanes of traffic and the duration of the closures. The analysis will determine the level of traffic diversion required due to temporary or long-term lane closures on the overcrossing. Temporary mitigations will be identified to reduce or

eliminate impacts to the adjacent roadway system. Since the conditions of the roadways will be returned to the existing conditions (in terms of the number of lanes), there will not be a need to prepare an analysis of the existing and future conditions.

Task 1.1.1(d) Community Impact Assessment

The PES form indicated that the proposed project does not require a Community Impact Assessment (CIA) to address various issues identified in the Caltrans Guidance for Socioeconomic Analysis. This stands to reason insofar as the rehabilitated bridge will function with the same capacity and in the same location as it currently exists. Accordingly, the project would appear to have no long-term effects to existing or planned land uses, community facilities, or environmental justice communities. Nonetheless, the PES did note the need to address potential impacts associated with temporary parking removal in the apartment complex area. For the package of environmental information that CONSULTANT proposes to develop and distribute upfront, CONSULTANT would briefly examine the impacts on properties due to the partial takes to further demonstrate the limited ability for the proposed project to result in any significant long-term effects.

Land Use: The land use analysis will include a review of land use plans and policies for CITY. The report will address compatibility and consistency of the project with plans and policies, and recommend mitigation measures, as necessary. The analysis will document the effects of the project on land uses within the project area. Existing and future land use maps will be developed based on field surveys, land use maps, and consultation with CITY planning staff.

Environmental Justice: CONSULTANT will conduct an analysis in compliance with Executive Order 12898 – Actions to Address Environmental Justice in Low-Income Populations – and Federal Highway Administration Order 6640.23, which establishes policies and procedures for complying with Executive Order 12898. The project is not expected to have disproportionate environmental effects on low-income or minority communities. However, available demographic and income data will be used to complete the analysis.

Population and Housing: CONSULTANT will describe and map demographic characteristics of the project area and briefly describe how the project would merely rehabilitate the existing facility, with essentially zero potential for any adverse population, housing, neighborhood cohesion, or growth-inducing impacts.

Property Acquisition and Displacement: Based on preliminary engineering drawings, CONSULTANT will identify parcels in the project area required to construct, operate, and maintain the project. CONSULTANT anticipates that only temporary acquisition/displacement will be required. Parcels and structures displaced for the project will be identified, and numbers of uses (residential and non-residential) will be quantified. Where applicable, CONSULTANT will note

requirements of the Federal Uniform Act addressing displacement by federally-funded actions.

Task 1.1.1(e) Visual Impact Assessment

Although the PES form indicates that only a visual technical memorandum is required, CONSULTANT believes that the number of trees slated for removal by the project will have a substantial permanent visual effect, largely in the vicinity of the apartment complex. Accordingly, CONSULTANT believes that a more rigorous assessment should be conducted to better address concerns of local residents. CONSULTANT will thus prepare the Visual Impact Assessment (VIA) in accordance with Caltrans and FHWA guidelines.

The key visual elements within the project limits will be inventoried and documented through photography, and the incorporation of the tree survey. Distinct landscape units will be identified and mapped. Viewer groups (motorists, residents, and recreation users) will be identified and their sensitivity to visual changes evaluated. Sensitive view locations will be identified through consultation with the City of Sunnyvale. Panoramic photographs will be taken along Fair Oaks Avenue and relevant points along Hendy Avenue, Kifer Road, and Evelyn Avenue to provide a range of viewpoints from which to select the most sensitive views.

CONSULTANT will prepare photosimulations of existing and future conditions with the project at up to four locations. A digital 3D model of the proposed pedestrian overpass, a widened Fair Oaks Ave, proposed sidewalk on the east side of the bridge, and ramp to apartments below the bridge will be prepared, along with the modeling of any modifications to the alignment of Hendy Avenue. Using engineering surveys, CONSULTANT will model existing roads, structures and other landmarks to use as view alignment markers. The model will be aligned with the selected viewpoints and the proposed structures will be realistically rendered. The existing pedestrian bridge over Caltrain is assumed to be removed. All streetlights and signs to be removed will be removed and proposed ones will be added.

Task 1.1.1(f) Biological Assessment

Natural Environment Study: Based on a review of the Preliminary Environmental Study and site photos by qualified biologists at H.T. Harvey & Associates, there do not appear to be any wetlands or drainages that meet the regulatory definition of waters of the U.S./State; thus, CONSULTANT assumes that a Wetland Technical Assessment is not necessary. This scope also assumes that Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) will not be required and that a Biological Assessment will not be prepared (consistent with the use of the Minimal Impacts NES). In the unlikely event that, after further review of site conditions, it becomes apparent that the proposed improvements associated with the bridge project may have an adverse effect upon special-status species, the assumptions underlying the use of the MI-NES, and associated budget, will need to be revisited.

1. Background Review and Project Coordination

Project staff biologists will review the project preliminary design layouts for the improvements as well as previous reports for the project vicinity. Additional sources of information that will be reviewed include: Preliminary Environment Study (including the USFWS list of special-status species), U.S. Geological Survey quadrangle maps, USFWS National Wetland Inventory Maps, biotic resources of the project vicinity, regional planning documents (general plan policies, EIR's from the region, etc.), and species data compiled by the California Native Plant Society (CNPS), the National Audubon Society, or other public interest groups, and resource agency data (USFWS, California Department of Fish and Game [CDFG], etc.).

2. Field Surveys

H. T. Harvey & Associates biologists will conduct reconnaissance-level field surveys of the project site. These surveys will permit CONSULTANT's biologists to put into context the information generated in previous Section 1. The habitats on site and the potential for special-status species require that a plant/wetland ecologist and a wildlife biologist visit the project site.

Biotic Habitat Surveys: The biotic habitats and land use categories of the project site will be surveyed and sensitive/regulated habitats will be delineated on a map of appropriate scale, if present. A map depicting common or urban land use categories is generally not necessary and therefore not included in an MI-NES. The dominant tree, shrub, and herbaceous flora will be described. This information will be generated for the purpose of characterizing the botanical resources of the project site. Included in this task will be the identification of biotic habitats suitable for the occurrence of plant species of special status (i.e., state and/or federally threatened or endangered, federal candidate species, and CNPS List 1B species). The site visit will also include the identification of habitats subject to the regulatory jurisdiction of the various state and federal resource/regulatory agencies, if any.

Wildlife Surveys: Reconnaissance-level surveys will document general wildlife use of the project site and habitats immediately adjacent to it. A nesting bird inventory will be included in the report. Habitats appropriate for wildlife species listed as threatened or endangered by the state or federal governments, and other species of special status will be identified. Based on a preliminary data review, the project site does not appear to provide habitat for any special status wildlife species. No focused surveys for any particular special-status species are proposed; rather, presence or absence will be assumed, as appropriate, based on an assessment of habitat conditions on the site, proximity to areas of known occurrence, and presence or absence of barriers to dispersal from areas of known occurrence to the project site.

Following the field visits, project impacts will be discussed and appropriate mitigation measures will be identified. CONSULTANT'S biologists will then conduct an impact analysis to determine which biological resources will be affected by the proposed project. This scope assumes that the impact analysis will be based upon a single design.

3. Prepare Minimal Impacts Natural Environment Study/Report Revisions

CONSULTANT will prepare a report following the format for the Minimal Impacts NES, including:

- I. Summary
- II. Introduction
- III. Study Methods
- IV. Environmental Setting
- V. Project Impacts
- VI. Mitigation Measures
- VII. Permits Required
- VIII. References
- IX. Appendices

The Natural Environment Study will be submitted to Caltrans Local Assistance for review and comment. It is anticipated that the revisions to the MI-NES will be relatively minor.

Task 1.1.1(g) Noise Impact Assessment

A review of the Preliminary Environmental Study (PES) indicates that the project is not considered to be a Type I project as it would not widen the existing roadway, increase the number of through lanes, result in a new alignment, or increase capacity. Minor widening of the bridge, the realignment and improvement of Hendy Avenue, and the realignment of roadways along Fair Oaks connecting to Hendy Avenue and Kifer Road would occur, but the planned improvements would not meet the definition of a Type I project, and traffic noise modeling and a traffic noise impact study would not be required by Caltrans. Caltrans would only require a technical memo assessing potential construction-related noise impacts.

However, the Request for Proposals (RFP) requests an FHWA-compliant Noise Study. The following scope of work has been prepared in response to the RFP in order to evaluate potential noise impacts in accordance with CEQA and pursuant to policies set forth by CITY.

As part of the noise analysis, CONSULTANT will conduct noise measurements at five to six locations in the project area. Up to three of these locations will include measurements of 24 hours in duration to evaluate daily noise level trends along the project alignment. Other measurements will be conducted over short-term periods of 10 to 15 minutes. Traffic conditions will be simultaneously monitored during short-term measurements through vehicle counts and speed measurements. Using

this data, the loudest hour noise levels and day/night average noise levels (L_{dn}) will be identified for each measurement location. CONSULTANT uses multiple precision-integrating sound level meters, which can be set to run simultaneously to accurately obtain measurement data consistent with the requirements of Caltrans.

Using the FHWA's Transportation Noise Model, CONSULTANT will predict future noise levels with and without the project. Traffic noise modeling will be conducted in accordance with Caltrans' recommended procedures. The model will be calibrated to measured noise and traffic conditions and then used to predict future noise levels. Sensitive land uses (e.g., exterior residential use areas) where noise levels are predicted to exceed CITY's exterior noise level guidelines, or that would experience a substantial temporary or permanent increase in noise levels, will be considered impacted by the project. Mitigation of construction and traffic noise impacts will be considered at these locations. The feasibility or effectiveness of noise barriers will be evaluated through noise modeling. A preliminary barrier design will be presented to achieve the required noise reduction at affected receivers. Measures to reduce any potentially disturbing construction noise impacts will also be presented.

Construction noise will be predicted using FHWA's Roadway Construction Noise Model (RCNM). The range of potential noise levels due to construction activities will be identified and measures to reduce any potentially disturbing construction noise impacts will be presented.

Task 1.1.1(h) Air Quality Assessment

Air Quality Report: Though the project is not expected to increase roadway capacity, the project nonetheless has the potential to affect regional and local air quality. Since the region is a nonattainment area for ground level ozone and a maintenance area for carbon monoxide, the air quality analysis must show conformity with federally adopted plans. In addition, changes in mobile air toxic emissions must be assessed. CONSULTANT will develop baseline conditions that describe the meteorology and climate of the project area, existing air quality conditions, federal, state and local air quality rules and regulations, and approved air quality plans. Air pollutants and their effect on human health will also be described. In addition, CONSULTANT will identify State Implementation Plan (SIP) conformity requirements for the project and develop conformity language suitable for the air quality analysis. This will include consultation with Caltrans regarding project inclusion in the latest transportation plans and programs.

To determine potential impacts, CONSULTANT will conduct a carbon monoxide analysis based on the protocol developed by the University of California, Davis. This involves a comparative analysis of the project built conditions with a similar existing facility. Federal Highway Administration (FHWA) guidelines indicate that the analysis should document that the hot-spot analysis covered the most congested intersections affected by the project in the year representing the maximum carbon monoxide contribution. Therefore, traffic conditions at the busiest local intersections

will be evaluated where the combination of the greatest traffic volumes and worst Level of Service (LOS) occur. In addition, mobile source air toxic (MSAT) and PM2.5 emissions from the project will be evaluated using the FHWA guidelines. CONSULTANT will address construction period air quality impacts qualitatively, focusing on identifying appropriate control measures to reduce particulate matter (PM10) from dust generation and exhaust PM2.5 and MSAT emissions.

The results of the air quality analyses will be compiled into an air quality technical report following Caltrans format guidelines and will address the FHWA/Caltrans requirements as well as CEQA criteria. The report will be submitted to Caltrans District 4 air quality technical staff for review and approval.

Greenhouse Gas Emissions: Emissions from traffic in the region make up a substantial portion of the greenhouse gas emissions inventory. Cumulatively, these emissions could have a small but incremental effect on global climate change. To evaluate greenhouse gas emissions associated with the project, CONSULTANT will describe the current state of knowledge about climate change as it pertains to the project. This will include a description of regulatory actions, planning efforts, and emissions inventories that focus on transportation projects. CONSULTANT will then assess the changes in greenhouse gas emissions associated with the project based on traffic forecast data and emission rates developed by the California Air Resources Board. Forecasts of vehicle miles traveled per day will be necessary to develop these estimates. Project and no-project emissions will be compared and evaluated based on current state and local guidance, though as previously noted, the rehabilitation of the bridge is not expected to increase traffic capacity or mobile source emissions. The effect of transportation control measures in reducing project emissions will be described.

Task 1.1.1(i) Cultural Resources

Area of Potential Effect: CONSULTANT will define the appropriate Area of Potential Effect (APE) for archaeological resources, using digital project limits. CONSULTANT will revise the APE based on one round of comments from Caltrans. If the project area changes after the APE has been approved, requiring resubmission or revision, additional budget would be required to attain sign off from Caltrans on the APE.

Archaeological Survey Report: CONSULTANT will conduct an archaeological inventory of the project area that includes a records search at the Information Center, a field inventory, and review of previous cultural resource studies and other documentation relevant to the project area. CONSULTANT will prepare an archeological survey report (ASR) documenting the results of the field survey and associated tasks, including completed DPR523 forms for any identified resources. The ASR will be prepared in accordance with Caltrans SER Vol. 2 and the Section 106 PA. The report will include a sensitivity assessment of the potential for buried archaeological sites. A separate memo will be prepared regarding whether or not an Extended Phase I investigation is recommended. CONSULTANT will summarize

these findings for use in the environmental document. CONSULTANT will also consult with the State Native American Heritage Commission to determine the appropriate tribal stakeholders for this project. Once determined, these stakeholders will be provided a project description and be invited to comment with regard to the project's potential effects on culturally significant resources. This consultation will be limited to telephone and/or mail/e-mail correspondence.

It should be noted that the project limits in question have undergone landscape modification in the past, including cutting, paving and grading, and some sections are in private property. The survey letter report will assess the likelihood of buried archaeological resources and include recommendations for future work, if needed.

Task 1.1.1(j) Historical Resources

CONSULTANT will provide services regarding historic architectural resources for the Fair Oaks Overhead Bridge Rehabilitation Project, including recommendations for delineation of the study area, identification and evaluation of historic architectural resources within the study area, effects analysis, and preparation of proposed mitigation measures to reduce or eliminate impacts if necessary. Historical resources and historic properties are buildings, structures, objects, sites, or districts that are listed in, or are eligible for, listing in the National Register of Historic Places and the California Register of Historical Resources, or are CITY or county historic landmarks.

Area of Potential Effect: CONSULTANT will define the study area and APE for historic architectural resources, which may be different from the APE for archaeological resources.

Historic Resources Evaluation Report and Historic Property Survey Report: CONSULTANT will review previous historic studies of the area and other documentation regarding the history of the resources, if available. CONSULTANT will conduct general and property-specific research to evaluate resources or to clarify the eligibility status of historic properties and historical resources. Research will be conducted in local records, including the Santa Clara County Assessor, Recorder, and Archives; Caltrans District 4 records; San Jose Public Library; California State Library in Sacramento; University of California, Davis, and other repositories as necessary.

CONSULTANT will prepare a Historical Resources Evaluation Report (HRER) presenting the inventory and evaluation, as well as DPR 523 forms with illustrations, as appropriate. CONSULTANT assumes that there will be up to 3 resources that require preparation of DPR 523 forms. The HRER will be prepared in accordance with Caltrans SER Vol. 2 and the Section 106 PA. The document will assess the effect the project may have on identified resources and present proposed mitigation measures to reduce those effects, as appropriate.

CONSULTANT will also prepare a Historic Property Survey Report (HPSR) incorporating the ASR. The HPSR will be prepared in accordance with Caltrans

SER Vol. 2 and the Section 106 PA. These evaluations will assess potential eligibility for both the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR). The report will also include letters to, and any responses from, interested parties.

This scope assumes that there will be no property take from the Northrup-Grumman Marine property and that it will not be in the project APE. This scope further assumes that preparation of a Finding of Effects (FOE) document or a draft Memorandum of Agreement (MOA) would not be required. If such actions become necessary, they will be arranged under a separate scope and estimate.

Task 1.1.1(k) Paleontology

CONSULTANT will prepare a paleontological identification report (PIR) to assess the paleontological sensitivity of geologic units found within the project area and to suggest mitigation measures to address any potential adverse impacts on significant paleontological resources. PaleoResource will review existing studies, plans, maps and other relevant information, conduct a museum records search at the University of California Museum of Paleontology, conduct a geological map and literature search, consult with other paleontologists and conduct a field survey within the project right-of-way. The results of these activities will be incorporated into the PIR.

Task 1.1.1(l) Hydraulics and Water Quality

For hydraulic and water quality issues, existing flood plain information will be obtained and a flood plain analysis conducted within the Project limits performed. The findings will be documented in a Location Hydraulics Study and incorporated into the Project environmental document. The Project's effect and compliance with water quality standards will be assessed and determined. A preliminary analysis will be conducted to address compliance with storm water quality requirements both during construction and at the completion of the Project. The results of the analysis will be summarized in a Water Quality Memo.

Deliverables:

- APE Map
- Draft and Final Biological Technical Studies
- Draft and Final Cultural Resources Technical Studies (archaeology, historic architecture, paleontology)
- Draft and Final Traffic Memo
- Draft and Final Hydraulic and Water Quality Studies
- Draft and Final Construction Noise Memo

Task 1.1.2 Draft Environmental Documents (ED)

Task 1.1.2(a) Confirm Project Description, Purpose and Need, Alternatives

CONSULTANT will coordinate with CITY early in the process to confer on and confirm project purpose and need and alternatives to carry into the environmental review process.

Task 1.1.2(b) Notice of Preparation

Once a reasonably stable project description can be identified, CONSULTANT will prepare a draft Notice of Preparation (NOP) for CITY's review and signature. CONSULTANT will send the NOP to the California State Clearinghouse (SCH) as required by CEQA Guidelines Section 15082. The SCH will distribute the NOP to state agencies. The CITY may also wish to distribute the NOP to potentially affected local agencies and other interested parties. Ideally, the NOP will also serve as notice/invitation to the Scoping Meeting, further described below in Task 1.2.4.

Task 1.1.2(c) Admin Draft ED

CONSULTANT will use summaries of the technical reports discussed above as the technical basis for the environmental document. The format and content of the Draft EIR/EA will follow relevant outlines, procedures, and templates of Caltrans's Standard Environmental Reference (SER).

Based on Caltrans SER guidance, the content of the Draft EIR/EA will include the following sections:

Chapter 1: Proposed Project

- Introduction
- Purpose and Need
- Project Description
- Alternatives
- Permits and Approvals Needed

Chapter 2: Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures

- Human Environment
- Physical Environment
- Biological Environment

Chapter 3: CEQA Evaluation

Chapter 4: Comments and Coordination

Chapter 5: List of Preparers

Chapter 6: Distribution List

Appendices

- A: CEQA Checklist
- B: Resources Evaluated Relative to the Requirements of Section 4(f)
- C: Title VI Policy Statement
- D: Minimization and/or Mitigation Summary (MMRP)
- E. Technical Studies

CONSULTANT will also complete the external quality control certification and environmental document review checklist and submit them to Caltrans along with the draft environmental document and appended technical reports. The QA/QC review process will include several steps in accordance with Caltrans' SER, Chapter 37 – Preparing Joint NEPA/CEQA Documents.

Task 1.1.2(d) Draft ED

Once Caltrans has approved the Draft EIR/EA for circulation with a signed title sheet, CONSULTANT will print and deliver 15 copies to the State Clearinghouse.

In addition, CONSULTANT will prepare a draft Notice of Completion/Notice of Availability for CITY review, approval, and signature. CONSULTANT will advise the CITY on appropriate posting, publication, and distribution of these notices. Publication of the Notice of Completion/Availability in a local newspaper of general circulation and the Federal Register will start the public review period for the Draft EIR/EA.

Task 1.1.3 Final Environmental Document

Task 1.1.3(a) Admin Final ED

CONSULTANT will prepare the Administrative Final Environmental Document/Response to Comments once the public and agency review period is closed. In preparing the final document, revisions to the Draft EIR/EA are generally made only when substantive comments bring to light new information not covered or when it is necessary to correct the text. Additions and other modifications to the text shall be marked with a vertical line on the outside margin for review purposes. The review and approval process for the Final EIR/EA generally follows the same steps as the Draft EIR/EA. To fulfill and complete NEPA obligations, CONSULTANT will prepare the Finding of No Significant Effect (FONSI).

Task 1.1.3(b) Final ED

Once Caltrans has completed the QA/QC review process, up to 30 copies of the Final EIR/EA/FONSI will be printed and distributed to all federal, state, and local agencies and parties that provided substantive comments on the Draft EIR/EA.

Concurrently, CONSULTANT will prepare a Notice of Determination for filing the Final EIR/EA with the State Clearinghouse once the document is certified by the City of Sunnyvale.

Deliverables:

- Administrative Draft Documents: Electronic copies only
- Draft and Final Documents (for publication): 30 paper copies with appendices on CDs.

Task 1.2 Public Outreach – Design and Environmental Review Phases

The Fair Oaks Overhead Bridge serves as an important transportation connection in the City of Sunnyvale. The location, proposed improvements and past experience with related projects highlights the importance of early outreach. Initiating a thorough public outreach program during the early phases of the project will help identify community concerns and questions while fostering collaborative relationships with key stakeholders, such as pedestrians and bicyclists who use the bridge, the Heritage Park Apartment complex, the Westinghouse Electric Corporation's Sunnyvale plant, Home Depot, and other surrounding businesses, property owners and residents. Among the community issues CONSULTANT anticipates during this project include right-of-way and construction impacts to surrounding businesses and residents (including potential property acquisitions, temporary construction easements, and construction noise, vibration and dust), safely maintaining continued bicycle and pedestrian overcrossing access, and traffic disruptions that will affect businesses, residents and commuters in the project area.

To effectively reach stakeholders, CONSULTANT will widely distribute project information early in the process to inform local residents, businesses, elected officials, and others who are interested in the project and potentially affected by construction activity (such as Santa Clara Valley Transportation Authority and Caltrain). Public meetings targeting residents and businesses near the project will be held to inform, answer questions and solicit project feedback. In addition to these activities, CONSULTANT will work closely with staff, elected officials and potentially affected property owners to promote an open, transparent and defensible process emphasizing two-way communication. The proposed scope of work for this vital public outreach effort also includes several optional tasks to further keep the public informed.

At the outset of the design and environmental review phases, CONSULTANT's public outreach team will confirm the strategy and methods that will be implemented to accurately inform and proactively interact with the public in a timely manner. CONSULTANT will develop:

- **Core Messages** that speak to anticipated issues
- **Mailing/Email Database** for use in distributing outreach materials
- **Public Outreach Plan** to ensure stakeholders and interested parties are informed

For each of the outreach meetings described below, CONSULTANT will develop and place display/legal advertisements in the San Jose Mercury News; develop and distribute

meeting notices, mailers and e-mail notifications; and coordinate with key CITY-distribution channels such as the CITY website, CITY email lists, project website and newsletters. CONSULTANT will also oversee logistics for securing the meeting venue, arrange audio/visual needs, assist with the development of meeting materials, and attend and summarize the meetings. CONSULTANT's scope includes a budget allowance that can be flexibly applied towards meeting venue fees, court reporting if needed, refreshments, and other meeting-related expenses.

CONSULTANT will provide up to two staff at each public meeting.

Task 1.2.1 Stakeholder/Property Owner Contact List

The mailing/email list CONSULTANT develops and maintains will include residents, property owners, businesses, appropriate elected officials, and other potentially interested and affected stakeholders, estimated at a maximum of 2,500 entries.

Task 1.2.2 Initial Stakeholder Meetings

CONSULTANT will conduct up to three initial stakeholder meetings, anticipated to separately target Heritage Park Apartment residents, employees at Northrup Grumman, and representatives of Home Depot to provide early notification of the project and background on the project need. The meetings will allow for these parties to ask questions and identify concerns for further consideration. CONSULTANT will prepare a summary of questions, comments and concerns received at these meetings. By better understanding the issues of these adjacent users, the technical team will be better prepared to respond to these concerns once the environmental review is complete.

Task 1.2.3 General Public Informational Meetings

CONSULTANT will conduct two informational general public meetings at appropriate milestones to keep the public informed about the project's progress, respond to key issues, and provide additional opportunities to solicit public input. CONSULTANT will prepare a summary of the comments received at these meetings. One meeting is anticipated during the early phase of project design and environmental review to outline the need for the project and identify the CITY's goals for the process. The second meeting would likely occur just prior to the publication of the environmental documents.

Task 1.2.4 Public Scoping Meeting

In fulfillment of CEQA requirements, CONSULTANT will conduct one scoping meeting to confirm issues and concerns from the public and from agencies for further consideration in the environmental document. CONSULTANT will prepare a summary of comments received at the scoping meeting that may be included as an appendix to the environmental document.

Task 1.2.5 Review Meetings and Hearings

The CITY may decouple the approval of the environmental document from approval of the project; in other words, the CITY may certify the environmental document substantially in advance of formal approval of bid documents. Accordingly, this scope provides an allowance for CONSULTANT outreach and/or environmental staff to participate in up to three meetings/hearings before such groups as the CITY's Bicycle Pedestrian Action Committee (BPAC), the Planning Commission, and the CITY Council.

Deliverables:

CONSULTANT will develop meeting handouts, visuals, maps, exhibits boards, presentations, sign-in sheets, nametags, comment cards, and speaker cards. All materials will be provided in PDF format for public review after the public meetings.

Task 1.2.6 Design/Environmental Phase Public Outreach Tools

The array of public outreach tools available to the CITY is nearly infinite. Below, CONSULTANT has arrayed recommended outreach tools. These services represent what CONSULTANT believes would be an adequate approach to the project, as it understand the needs and concerns of the CITY. CONSULTANT has separately identified recommended additional services that would bolster the outreach approach.

Task 1.2.6(a) Provide input to CITY Public Information Officer

All outside press communication regarding the project will be through the CITY's Public Information Officer (PIO). In this task, CONSULTANT has provided an allowance based on the assumed schedule and complexity of the project to assist and confer with the CITY's PIO in better understanding and communicating the project's core messages, key milestones, and overall design and environmental review process.

Task 1.2.6(b) Provide Content for Project Page to CITY's Aesthetics/Visual Simulations/Renderings:

Conceptual level design development plans will be prepared for each bridge alternative. Each concept will include a bridge plan at 20 scale to illustrate the landscape concept and site modifications, a cross section of the bridge deck at 1/4" scale, and image boards illustrating the proposed materials, light fixtures, railing designs, plant material selections, and other considerations. The plans will incorporate tree preservation and replacement requirements per the CITY's heritage tree ordinance.

Conceptual level computer-generated three-dimensional models will be prepared in Sketch-up for each alternative, illustrating the general design characteristics of each

bridge and ramp structure and the general site conditions to help visualize improvements and facilitate comments.

A final conceptual design development package for the preferred bridge design will be prepared, including a bridge plan at 20 scale to illustrate the landscape concept and site modifications, an elevation at 1/4" scale to illustrate the bridge design and landscape concept, a cross section of the bridge deck at 1/4" scale, a single visual simulation, and an image board illustrating proposed materials, light fixtures, railing designs, plant material selections, and other considerations.

Task 1.2.6(c) Provide Content for Project Page to CITY's Website:

CONSULTANT will develop and maintain a simple project website as a source of information, meeting announcements and project updates. CONSULTANT will work with the CITY to develop a project page on the CITY's website to provide this outreach tool efficiently.

Task 1.2.6(d) Translation Services

Within allowance, CONSULTANT will provide translations of key materials and provide translation services at meetings as need anticipates.

Task 1.3 Environmental and Outreach Project Management/Meetings

To ensure the most efficient delivery of products and a smooth process, CONSULTANT has provided an allowance of staff time for project management and communications with the project team. This allowance assumes a mix of daily and weekly project management tasks, including monthly status reports, weekly tracking of key tasks and deliverables, periodic progress calls with the project team, and meetings with team members not specifically identified in other project tasks.

Phase 2 Preliminary Engineering

Task 2.1 Data Research and Collection

CONSULTANT will review project limits, identify available and required documents, contact information, scope, schedule, budget, regulatory items, CITY and other agency approval processes, and other administrative procedures. The project material will include property record control maps, right-of-way maps, records of survey, corner records, other official maps of records, Caltrans Maintenance reports, as built drawings, any prior studies and utility company atlas drawings which might indicate site constraints, including buried and overhead utilities, etc. CONSULTANT will review Mathilda Avenue PES and CEQA documentation done for the Mathilda Bridge project.

Task 2.2 Topographic and Property Boundary Survey and Base Mapping

Aerial and Survey Control: Set the horizontal and vertical control points for project mapping in accordance with the CITY's horizontal and vertical control requirements. All

surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code, and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 83 (NAD 83) as shown in Volume 22 of Surveys, Page 51 (22-S-51), City of Sunnyvale Records. The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88) as in shown in Volume 22 of Surveys, Page 51 (22-S-51), City of Sunnyvale Records.

Aerial flight points will be set per the established control in order for the development of Project base sheets set at a 1"=40' scale.

Topographic Survey: Perform field survey of existing roadways, bridge structures, physical improvements, visible utilities, and drainage features to supplement the aerial base sheets. Cross sections and tie-in surveys will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with CITY requirements for the preparation of documents and maps. Topographic field survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, road cross sections, striping, bridge structure limits, headwalls and wingwalls, fences, driveways, pavement elevations, and other miscellaneous features.

Right-of-Way Boundary Resolution: Review existing right-of-way documents and assess additional right-of-way needs for the Project. Parcels requiring acquisitions will be determined and resolved. These existing parcels will be tied into the Land Net based using GPS. Preliminary title reports for all properties that will be affected by the design will be needed and provided by the CITY.

Calculate record right-of-way lines and property lines located within the Project limits in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right-of-way monuments, street survey monuments, and parcel corner monuments. Perform a field survey to search and locate existing survey monuments and physical evidence required to resolve existing rights-of-way and property lines within the Project limits. Supplement the base mapping with the resolved existing right-of-way.

Deliverables:

- Base Mapping (1" = 40' scale with 1' contour intervals)

Task 2.3 Preliminary Geotechnical Investigation and Recommendations

Research and Data Collection: CONSULTANT will review readily available geologic and soil literature in the vicinity of the site, including the review of as-built drawings.

Field Exploration: In order to adequately characterize and evaluate the subsurface soil conditions for design of the bridge structure improvements, CONSULTANT will drill three borings to depths up to approximately 50 feet below existing grade. Due to presence of sand and gravel mud rotary drilling is proposed. The boring locations will depend upon the

available access in the proposed landing areas for the ramp structures. CONSULTANT anticipates using a truck mounted drill rig for the work. Traffic control is not proposed at this time, as the boring locations should be in parking lots.

For the proposed roadway realignment and widening work CONSULTANT proposes to sample at 3 to 4 locations to a depth of 5' to collect subgrade samples. CONSULTANT anticipates using a truck mounted drill rig for the work.

CONSULTANT will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. CONSULTANT will obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

At least 48 hours prior to drilling the borings, CONSULTANT will mark the site for an Underground Service Alert (USA) utilities check. Borings will be permitted and backfilled in accordance with CITY's requirements. CONSULTANT anticipates disposing of any excess soil cuttings on site. CONSULTANT assumes that it will attain the proper permits, but any fees for permitting the borings and encroachment will be waived by CITY.

Laboratory Testing: CONSULTANT will perform laboratory tests on representative soil or rock samples from the exploratory locations, such as moisture-density, unconfined compression, gradation analyses, Plasticity Index, and corrosion tests in conformance with Caltrans Corrosion Guidelines, as necessary. R-value tests on representative soil samples will be performed for use in pavement design recommendations.

Engineering Analysis and Report Preparation: CONSULTANT will perform engineering analyses and design recommendations for proposed foundations of the structure and the proposed pavement section for the widening and realignment. Concrete driven piles or large diameter CIDH piles are expected for the bridge supports.

Draft Foundation Report with preliminary recommendations for structure foundations will be prepared. Data for a Type Selection Memo will be provided along with the LOTB for the structure. The draft report will also include an ARS curve as per Caltrans revised guidelines.

Preliminary Geotechnical Memo/Report will be prepared to provide preliminary recommendations for pavement design for the roadway.

CONSULTANT will prepare a geotechnical report in accordance with Caltrans guidance documents. The report will provide the findings of the subsurface exploration, results from the laboratory testing program, as well as geotechnical conclusion and recommendations.

Deliverables:

- Draft Foundation Report
- Preliminary Geotechnical Memo/Report
- Draft Caltrans Log of Testing Borings

Task 2.4 Hydrology Analysis

Review Record Research: Review available CITY recorded hydraulic and hydrology information on the bridges including supplemental bridge maintenance reports.

Estimate Discharge: Peak discharges for the design event, 50- and 100-year flood event will be estimated using two different methods as outlined in the Caltrans Local Assistance Program Manual. A statistical analysis of gage data from adjacent gages will be the first method used to estimate discharge at the bridge and a regional regression will likely be used as the second method.

Task 2.5 Concept Engineering and Utility Coordination

Bridge and Geometric Alignment Drawings: In order to support the environmental evaluation, CONSULTANT will work closely with CITY to develop Geometric Drawings in accordance with CITY design criteria for alignment alternatives. These alternatives assume that the bridge improvements (retrofit, widening and/or replacement) will require staged construction using the existing bridge for staged traffic handling. Construction limits and right-of-way requirements will be defined. The base mapping will be updated with additions of control lines and edge of pavement lines to reflect existing and proposed conditions. The plans will show the existing topography and the proposed layouts. Sections and profiles will be developed for each alternative.

Drainage and Storm Water Data Reports: Conduct a study of local drainage and overland flood flow conditions, and prepare a Drainage Report and Storm Water Data Report in the format required by Caltrans. The Drainage Report will include analysis and recommendations for existing conditions and concept drainage. The SWDR will propose storm water treatment plan and location of anticipated basins.

Utility Coordination: Early and frequent communication with the utility agencies will be the key to successfully delivering this project. A utility matrix will be prepared for the limits of the project. This matrix will include the utility, current location, relocation, protection and abandonment needs, current rights, and costs distribution between franchise and project. This coordination will include determining utility franchise rights or occupancy by prior easement. Utility notifications and requests for information will be forwarded to individual utility companies. Receipt of the utility plans and maps will be tracked and meetings shall be initiated with the affected utility companies. These meetings are important in order to get a more complete and accurate picture of the existing utilities.

Coordinate and prepare necessary documentation with all agencies having underground and overhead facilities within the limits of the project. Those agencies may include, but not limited to the following:

- City of Sunnyvale (Water, Sanitary, Storm, Reclaimed Water and Electrical)
- PG&E
- Pacific Bell Telephone Company
- AT&T
- Comcast

- Peninsula Corridor Joint Powers Board Union Pacific Railroad
- MCI Telecommunications

Note: Verify all telecommunications, signal, power and other conduits that may exist within the Caltrain right-of-way, including, but not necessarily limited to, Caltrain facilities and other facilities leased to or from Caltrain.

As soon as the base mapping is available, CONSULTANT will provide notification letters with reduced size plans to each utility operator identifying potential conflicts and relocations. These letters will request review for conflicts and mapping of utility information.

The standard utility notification process shall be followed to verify the location, size, and depth of the utilities.

It is assumed that potholing will be required at locations where, based on survey and utility as-built information, the proposed construction may encounter a utility obstruction.

Deliverables:

- Utility meeting agenda and minutes
- Utility notification letters

Task 2.6 Bridge Type Selection Report

CONSULTANT will prepare and submit a Type Selection Report that will include an analysis of the existing bridge, various replacement alignment alternatives and bridge structure types being considered. This analysis will include a comparison matrix with cost, right-of-way impacts, environmental impacts, footing scour potential, utility impacts and geometrics. Each alternative will be described and will include a list of advantages vs. disadvantages. If feasible, an alternative will be considered that preserves the existing historical bridge and has minimal impacts to the historical fabric.

The Type Selection Report will include a discussion of the structure types considered, the reasons for selection of the proposed bridge structure, and the following:

- Type Selection Memo
- Vicinity Map
- Existing Bridge Analysis
- Alternative Alignment General Plans
- Alternative Cost Estimates
- Project Seismic Design Criteria
- Preliminary Foundation Recommendations
- Historical Documentation

Deliverable:

- Type Selection Report

Task 2.7 Bridge Type Selection Meeting

CONSULTANT will meet with CITY and Caltrans to discuss the Type Selection Report, Geotechnical Investigation, Utility Coordination, Environmental Documentations, Hydrology and Hydraulic Analysis, Landscape and Irrigation Design, and Outreach Meetings. At the meeting CONSULTANT will present the proposed bridge structure and discuss all the factors considered that led to the selected alternative.

Provided all issues raised at the Type Selection Meeting are satisfactorily addressed, the CITY and Caltrans will provide written approval of the proposed bridge alternative.

Deliverable:

- Type Selection Meeting Agenda and Minutes

Task 2.8 Plans and Estimate - 30% Stage

Once a selection of alignment and bridge structure type is made, CONSULTANT will develop the 30% plans and estimate. The 30% plans will include the following:

- Typical Cross Sections
- Layouts
- Profiles and Superelevation Diagrams
- Stage Construction Plans
- Architecture Plans
- Landscape Plans
- Structure Plans

Deliverables:

- 30% Plans, 11"x17" sheets
- 30% Preliminary Construction Cost Estimate

Task 2.9 Hazardous Material (Hazmat) Investigation

Task 2.9.1 Soil and Ground Water Sampling for Bridge Structure Excavations

CONSULTANT will advance 3 direct-push borings in order to analyze soil and ground water. One boring will be advanced at each abutment and one will be located at the relocated bent along Hendy Avenue. Two soil samples will be collected per boring: one at 0 to 1 feet, and one at 3 to 4 feet. The boring at Hendy Avenue will be advanced to groundwater level to collect a groundwater sample for analysis.

Laboratory Testing: CONSULTANT will perform laboratory tests on the soil and groundwater samples, including testing for CAM-17 metals, TPHd/mo, TPHg/BTEX/MTBE, and VOC's. Results will be included in a Site Investigation Report prepared for Aerially-Deposited Lead (ADL) investigation.

Task 2.9.2 Aerially-Deposited Lead (ADL) Investigation Along Existing Roadways

CONSULTANT will prepare a Health and Safety Plan and a Work Plan for CITY approval.

CONSULTANT will advance up to 16 hand-auger borings to 2.5 feet below ground surface. Three soil samples will be collected at each boring, for a total of 48 samples.

Laboratory Testing: CONSULTANT will perform laboratory tests on the soil to analyze for total lead, CAM-17 metals, TPHd/mo, TPHg/BTEX/MTBE, Soluble (WET, WET-DI, or TCLP) Lead, and pH. Results will be included in a Site Investigation Report prepared for CITY review.

Deliverable:

- Health and Safety Plan
- Work Plan
- Site Investigation Report

Task 2.9.3 Asbestos/Lead-Containing Paint (LCP) Survey

CONSULTANT will survey the existing Fair Oaks Overhead Bridge and adjacent pedestrian overcrossing for suspect asbestos and lead-containing paint (LCP). Up to 16 asbestos samples for PLM analysis, 6 asbestos samples for point count (400 pts), 12 paint samples for total lead, and 6 paint samples for soluble (WET or TCLP) lead will be collected.

Results will be included in an Asbestos/LCP Survey Report for CITY review.

Deliverable:

- Asbestos/LCP Survey Report

Phase 3 Final Design PS&E

CONSULTANT will provide final engineering design of the project, obtain design approval, and produce high quality construction drawings, special provisions, and construction estimates for construction of the project. The Plans, Specification and Estimates (PS&E) will be prepared to the State Standards and in accordance with the CITY's policies, procedures, manuals, and standards.

Task 3.1 Utility Coordination / Design

Upon final design, identified conflicts (if any) will be reconciled with the utility companies' relocation designs. The utility companies will be provided with information on the proposed improvements to complete relocation designs of their facilities. Except for CITY facilities, it is assumed utility relocation design and design of new utility lines will be performed by the third-party utilities and are thus not required of CONSULTANT. If