



## **City of Palo Alto**

### **City Council Staff Report**

**(ID # 6578)**

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**Report Type: Action Items**

**Meeting Date: 5/23/2016**

**Summary Title: Adobe Creek/Hwy 101 Pedestrian Overcrossing Project**

**Title: Approval of a Contract with Biggs Cardosa Associates, Inc. in the Amount of \$1,474,297 to Provide Design and Environmental Assessment Services for the Adobe Creek/Highway 101 Pedestrian Overcrossing, Capital Improvements Program Project PE-11011**

**From: City Manager**

**Lead Department: Public Works**

#### **Recommendation**

Staff recommends Council approve and authorize the City Manager or his designee to execute Contract No. C12162262, a professional services agreement with Biggs Cardosa Associates, Inc. (Attachment A) (Design Agreement), in a not-to-exceed amount of \$1,474,297 for Phase 1 services, to provide environmental assessments, engineering, landscape, and architectural design services for the Highway 101 Bicycle/Pedestrian Overcrossing Capital Improvement Program (CIP) Project (PE-11011), including \$1,340,270 for basic services and \$134,027 for additional services under Phase 1.

#### **Executive Summary**

The report provides information on the project design team, bridge options, costs, funding and schedule, as well as the attached Design Agreement. The recommended design team, Biggs Cardosa Associates, will provide design services for a standard bridge, 12-feet wide, with a construction cost within the anticipated \$13 million project budget. The preferred basic bridge components and enhancements identified during the design competition process will be developed conceptually as part of the designer's scope of work. Staff will return to Council with the bridge concepts prior to starting the environmental assessment to confirm the project components such as bridge structure type, width, amenities and optional enhancements. At that time, staff may

recommend continuing to seek additional funding that could allow incorporation of the optional enhancements.

## **Background**

The Highway 101 Bicycle/Pedestrian Overcrossing Project includes construction of a new, year-round, grade-separated, shared bicycle and pedestrian crossing over Highway 101 and Adobe Creek. This project will improve connectivity to the Palo Alto Baylands Nature Preserve, East/West Bayshore Road businesses and the regional San Francisco Bay Trail network.

In November 2011, Council approved a Feasibility Study identifying the need for a year-round pedestrian and bicycle overcrossing at Highway 101 and Adobe Creek (Staff Report ID #2074). In June 2012, Council awarded a contract to Alta Planning + Design to develop a preliminary design and conduct an environmental assessment of the Adobe Creek overcrossing (Staff Report ID #2771).

To obtain a wider range of bridge designs incorporating innovative, versatile and sustainable design to construct a “landmark” bridge, the City conducted a design competition that was completed in December 2014. Following the design competition, Council selected the low-profile suspension bridge design proposed by Moffatt and Nichol (M&N) and directed staff to negotiate a design contract with M&N after confirming the bridge’s constructability and cost. On December 14, 2015, staff reported to Council that the uniqueness and complexity of the M&N design would likely result in significantly higher cost than the available budget (Staff Report ID #5780).

Council directed staff to:

1. Cease contract negotiations with M&N;
2. Proceed with a Request for Proposal (RFP) for design services to develop a bridge concept meeting a new \$13 million project budget;
3. Work with Google to secure additional funding to supplement the project budget; and
4. Pursue additional public and private funding to support enhancements to the standard bridge design.

## **Discussion**

### **Request for Proposal Process**

On December 22, 2015, the City released an RFP (No. 162262) for Highway 101 Bicycle/Pedestrian Overcrossing design services. Staff contacted firms that participated in the 2014 Design Competition. The RFP required prospective design firms to submit proposals for the design of a standard, low-profile pedestrian and bicycle bridge and enhancements within a total \$13 million project budget. The RFP included design of the proposed Adobe Reach Trail connection along the Santa Clara Valley Water District (SCVWD) maintenance road from West Bayshore Road to East Meadow Drive. The RFP identified three separate phases for the design work, which are discussed in greater detail below, under the Negotiations and Scope of Services Refinements section of this report.

Table 1 provides a summary of the RFP solicitation process.

**Table 1. Solicitation Process Summary**

Proposal Description/Number	Highway 101 Bicycle/Pedestrian Overcrossing Project RFP (Number 162262)		
Proposed Length of Project	Approximately 3 years and 9 months		
Total Days to Respond to Proposal	49		
Pre-proposal Meeting Date	N/A		
Number of Company Attendees at Pre-proposal Meeting	N/A		
Number of Proposals Received:	3		
Company Name	Location (City, State)	Selected for oral interview?	Proposal Amount
1. Biggs Cardosa Associates, Inc.	San Jose, CA	Yes	\$1,655,175
2. Endrestudio	Emeryville, CA	Yes	\$1,240,750
3. NRV Nutt Redfield Valentine	Mill Valley, CA	Yes	\$1,232,615

### Evaluation of Proposals

A total of 44 vendors downloaded the RFP and three proposals were received. An evaluation committee consisting of Public Works Engineering Services Division staff and representatives from the Santa Clara Valley Transportation Authority (VTA), Santa Clara Valley Water District (SCVWD) and Google reviewed the proposals. The three firms that submitted proposals were invited to participate in oral interviews on February 24, 2016. The evaluation committee carefully reviewed each firm's qualifications and submittals. The RFP criteria used to evaluate firms included: quality and completeness of the proposals; quality, performance and effectiveness of solutions; experience with similar scope and complexity; cost; financial stability; ability to perform required services within the project schedule and make strategic decisions; prior record performance; compliance with applicable laws and regulations; and experience with the Caltrans review process.

The evaluation committee recommended Biggs Cardosa Associates, Inc. as the top proposer. Biggs Cardosa Associates ranked highest due to their understanding of project goals and needs, experience working on projects with similar scope and complexity, and in-depth knowledge and experience with the Caltrans review process essential for successful project execution and timely completion.



### Negotiations and Scope of Services Refinements

After the evaluation committee recommended Biggs Cardoza Associates (hereafter, the “Consultant”), staff refined the design scope of services based in part on further discussions with the Consultant. The bridge design work includes three types of design components: 1) baseline project elements, 2) core additional project elements, and 3) optional enhancements. In the attached professional services agreement for design services, these three components are structured in a manner that is intended to meet a \$10 million construction budget and \$13 million total project budget.

The scope of services, Exhibit A of the attached Design Agreement, includes developing the first and second components, standard bridge design with baseline and core additional elements, to final design, and developing the optional enhancements only to 15% design for Council consideration. At the completion of 15% design for the third component, staff will update Council on the design concepts, graphics and estimated construction costs for the optional enhancements. Council will then have the opportunity to select optional enhancements for inclusion in the project, which will require increasing the project budget to provide funding for the selected optional enhancements. The baseline, core additional and optional enhancements are described in greater detail in the Project Elements section of this report, below.

The Design Agreement’s scope of services consists of Phase 1 of the three phases outlined in the RFP and further described in, Exhibit A of the Design Agreement, summarized as follows:

1. Phase 1 – Design Development, Caltrans Project Approval and Environmental Document
  - a) Preliminary design and environmental assessments (15% and 35% designs)
  - b) Caltrans approval document (Permit Evaluation and Engineering Report)
  - c) Design development with community input, public artist selection, City approval of Site and Design Review, and City and Caltrans approval of environmental assessments
  - d) Plans, Specifications, and Estimates (PS&E) at 65% Design and Caltrans structure approval
2. Phase 2 – Final Design and PS&E
  - a) PS&E at 90% Design

- b) PS&E at 100% Design and Caltrans approval of construction bid documents
  - c) Caltrans encroachment permit, right-of-way certification and maintenance agreements with Caltrans and SCVWD, identification of existing utilities relocation, obtaining easements for the 3600 West Bayshore Road property and SCVWD for the Adobe Creek Reach Trail and required environmental agency permits
3. Phase 3 – Bidding and Construction Support
- a) Bid phase services
  - b) Construction administration services

At this time, staff recommends authorizing Phase 1 services only, for the not-to-exceed amounts shown on Exhibit C to the Design Agreement (Compensation). Subject to the City Council’s further review and consideration upon completion of 35% design under Phase 1, the Design Agreement may be amended to include services under Phase 2 and Phase 3.

### Project Elements

The standard bowstring steel bridge design includes a composite structure with steel trusses and concrete approaches. It will include a painted, prefabricated, steel truss bridge, approximately 165-feet long, clear-spanning Highway 101, with a 60-foot long span over East Bayshore Road, and a 60-foot long span over West Bayshore Road, and concrete structures at the approach ramps. The total bridge width will be 14-feet with a clear walkway width of 12 feet. The 12-foot clear walkway width meets minimum Caltrans guidelines for multi-use trails using a ten-foot center path width and one-foot wide shoulders. See Attachment B for a conceptual bridge alignment and rendering. The bridge will include five-percent slopes with optimum alignment and turning radiuses to improve accessibility and meet bicycle speed limit requirements. A “missile barrier” fence, eight feet high with one-inch square openings, is required over Highway 101. Landscaping and habitat restoration for the east ramp area will reflect the plant palette in the Baylands Master Plan as well as the SCVWD design guidelines for planting along creeks. The standard bridge will be an attractive, bird-friendly, environmentally suitable design with a strict level of structural and seismic performance. The typical bridge design life is 50 years or more.

The California Environmental Quality Act (CEQA) documentation consists of an Initial Study/Mitigated Negative Declaration (IS/MND). The National Environmental Policy Act (NEPA) documentation will be prepared in accordance

with Caltrans policies and requirements. Caltrans will perform as the NEPA lead agency role from the Federal Highway Administration (FHWA) under the NEPA Delegation Program.

The Consultant will coordinate with public art staff to identify and collaborate with an artist via a separate RFP process, in accordance with the City's municipal art policy. Public art elements may include design enhancements and will be an integral part of the concept and final plans. Tables 2 and 3 summarize the estimated standard bridge baseline and core elements costs, respectively.

**Table 2. Baseline Elements and Costs (fee shown for Phases 1-3)**

<b>Baseline Elements</b>	<b>Consultant Fee</b>	<b>Construction Cost (Year 2016)</b>
1. Principal span with clear walkway width of 12 feet: Painted prefabricated steel truss roughly 165-feet long clear-spanning Highway 101, roughly 60-feet long spanning East Bayshore Road, and roughly 60-feet long spanning West Bayshore Road.  2. Eastern and Western approaches with clear walkway width of 12 feet: Cast-in-Place concrete ramp bridge structure roughly total 600-feet long spanning the Google parking lot and corner of baylands. Self-weathering prefabricated steel truss roughly 150-feet long spanning Adobe Creek and Barron creek confluence.  3. General civil, landscaping and standard architectural elements such as Caltrans fencing, railings, lighting and wayfinding signage.	\$1,200,000	\$5,517,000
CEQA Documentation	\$146,140	
NEPA Documentation	\$127,000	

<b>Baseline Elements</b>	<b>Consultant Fee</b>	<b>Construction Cost (Year 2016)</b>
Construction Support	\$273,345	
<b>Total Consultant Cost with 10% Additional Services</b>	<b>\$1,921,134</b>	
<b>Total Construction Cost with 10% mobilization and 20% Contingencies</b>		<b>\$7,282,440</b>

**Table 3. Core Additional Elements and Costs (fee shown for Phases 1-3)**

<b>Core Additional Elements</b>	<b>Consultant Fee</b>	<b>Construction Cost (Year 2016)</b>
Stair at the western approach ramp	\$20,000	\$200,000
Overlook platform to the eastern approach ramp	\$40,000	\$150,000
Enhanced lighting	\$50,000	\$400,000
Adobe Creek Reach Trail head improvements	\$15,000	\$50,000
Addition of educational signage	\$5,000	\$10,000
Modification of West Bayshore roadway for bike lane and sidewalk improvements	\$30,000	\$270,000
<b>Total Consultant Cost with 10% Additional Services</b>	<b>\$176,000</b>	
<b>Total Construction Cost with 10% mobilization and 20% Contingencies</b>		<b>\$1,425,600</b>

Table 4 provides a summary of optional enhancements and associated design fees. The construction cost estimates for these optional enhancements will be provided upon 15% design completion.

**Table 4. Optional Enhancements and Fees (fee shown for Phase 1)**

<b>Optional Enhancements</b>	<b>Consultant Fee</b>
Plaza at terminus of the eastern approach ramp (2,000 sf)	\$15,000
Enhanced railing (galvanized steel)	\$15,000
Enhanced amenities	\$5,000
Modification of principal span and approach structures to have a 16-foot clear width	\$20,000
Alternative principal span structure for maximum of five (5) structure types	\$60,000
<b>Total Optional Enhancement Fees with 10% Additional Services</b>	<b>\$126,500</b>

The total Consultant design fee to complete all three phases including construction support, is \$2,021,485 for basic services and a total of \$2,223,634, which includes 10% for additional services. The total construction cost estimate with contingency (baseline and core elements) is \$8,708,040. Assuming a 3% annual escalation over two years, the total construction cost estimate is \$9,238,360 by early 2019.

Staff recommends authorizing the current contract for Phase 1 services only (Attachment A) totaling \$1,340,270 and \$134,027 for additional services, with a total contract not to exceed \$1,474,297 for Phase 1 services (Design Agreement, Exhibit C). Design services will be provided for up to 65% design for baseline and core elements and 15% design for optional enhancements (Design Agreement, Exhibit A).

#### Funding

*Grant Funding and Expected Loss of STIP Funds:*

In addition to the City's allocation of \$4.7 million, the project was previously awarded grants totaling \$8.35 million to be used for construction, including

- \$4 million in Santa Clara County Recreation Trails Program funds, awarded to the City in November 2012
- \$4.35 million in State Transportation Improvement Program (STIP) funds from the One Bay Area Grant (OBAG) Program and the Regional Improvement Program (RIP).

However, due to reductions in STIP funding, in January 2016 the California Transportation Commission (CTC) adopted an amended fund estimate. The new estimate projects a \$1.5 billion State shortfall in funding for commitments made in the 2014 STIP for fiscal years 2016-17 through 2018-19. Staff was informed at the VTA Technical Advisory Committee (TAC) meeting in early 2016 that the \$4.35 million in STIP funds would be recommended for deletion by VTA due to the funding shortfall. On March 22, 2016, the City and Google co-signed a letter (Attachment C) addressed to Metropolitan Transportation Commission (MTC) and CTC, requesting the commissions to continue project funding. MTC subsequently voted to recommend deletion of funds to the CTC. The CTC will take action at its May 18-19 meeting, and staff expects that CTC will approve the removal of the funding.

VTA staff is aware of the importance of the \$4.35 million in project funding and has committed to replace the deleted STIP funding. Staff received a letter from VTA staff dated April 7, 2016 (Attachment D) stating the project will be given priority for funding in the next OBAG 2 Competitive Complete Streets Program coming this fall. Staff is optimistic that VTA will be successful in replacing the funding and has included NEPA environmental review in the Design Agreement with the expectation that additional federal funds will be allocated to the project.

*Potential County/Stanford Trails Funds:*

Stanford and the City submitted a joint \$8.5 million grant application in 2012 and Stanford was awarded \$4.5 million from the Santa Clara County Recreation Fund established by the County/Stanford Trails Agreement. Stanford has relinquished the \$4.5 million grant funding and is building the Stanford perimeter trail with its own funds. This could provide an opportunity to use the \$4.5 million for the bridge. Currently, Santa Clara County staff have asked City staff to refrain from

making a formal request for the funds while internal discussions are occurring. Any use of the funds is subject to Santa Clara County Board of Supervisors agreeing to their reallocation.

*Potential Google Contribution:*

Following Council direction on December 14, 2015 to work with Google to secure additional funding, staff has continued to discuss a potential contribution from Google representatives. Most recently, Google representatives confirmed Google's offer to make a \$1 million contribution to the project in the attached letter (Attachment F). A contribution from Google could be used to supplement the current \$13 million project budget or to offset the City's current funding allocation.

**Resource Impact**

The total design and construction support fee for all three phases is \$2,223,634 including a 10% additional services budget. However, the Council is currently being asked to authorize Phase 1 design services only (\$1,474,297 - 65% baseline and core, optional enhancements to 15%). Table 5 presents the current project budget.

**Table 5: Project Budget**

Spent to date and committed (preliminary design, environmental assessment and the design competition) included in CIP PE-11011	\$796,433
<b>Total Spent to Date</b>	<b>\$796,433</b>
Construction in early 2019	\$8,398,360
Construction Contingency (10%)	\$840,000
<b>Total Construction Cost</b>	<b>\$9,238,360</b>
Soft Costs	
Phase 1 Design – baseline and core to 65% , optional enhancements to 15%	\$1,474,297
Phase 2 and 3 Design and Construction Support	\$749,337
Construction Management (4%)	\$369,535
Inspection, Environmental & Testing (3.5%)	\$327,151

Infrastructure Plan Program Manager	\$100,000
<b>Total Soft Costs</b>	<b>\$3,020,320</b>
<b>Total Project Budget</b>	<b>\$13,055,113</b>

Funding for this project is included in Capital Improvement Program (CIP) Project (PE-11011) – Highway 101 Pedestrian/Bicycle Overpass Project.

### **Policy Implications**

The project is consistent with the Comprehensive Plan goals, policies and programs.

- Goal T-3      Facilities, services and programs that encourage and promote walking and bicycling.
  
- Goal T-14    Improve pedestrian and bicycle access to and between local destinations, including public facilities, schools, parks, open space, employment districts, shopping centers, and multi-model transit stations.

### **Timeline**

Schedule and milestones:

- Consultant Award of Contract – May 2016
- Phase 1:
  - Phase 1 services and design - May 2016
  - Complete 15% design - Summer 2016
  - Complete 35% design and public review meetings - Fall 2017
  - Complete California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)/public review –Winter 2017
  - Complete 65% Design – Winter 2017
- Phase 2:
  - Authorize Phase 2 and Phase 3 Services – Fall 2017
  - Right of way certification and complete 90%-100% design and construction bid documents, obtain permits, and Caltrans approval – Fall 2018
  - OBAG Cycle 2 access to funding – October, 2018
- Phase 3:



- Begin construction, construction administration - early 2019
- Complete construction – early Spring 2020

The proposed project schedule presented to Council in December of 2015 included beginning construction in early 2018 to meet a federal grant deadline of November 1, 2017. That preliminary schedule included “design risk” with preliminary design and environmental phases accelerating faster than the Caltrans review and comment process, thus leading to multiple revisions and some redesign. However, staff has revised the schedule to eliminate the “design-at-risk” component and provide the standard Caltrans time periods for review of design and environmental documents, resulting in construction being pushed out almost one year to January 2019. Attachment E provides a detailed schedule flowchart. The new schedule aligns with the expected OBAG Cycle 2 funding, under which construction funds will not be available until November 2018.

### **Environmental Review**

Award of the Design Agreement is not a project under CEQA or NEPA. CEQA review will be carried out prior to the issuance of entitlements for the Highway 101 Pedestrian/Bicycle Overpass project. Pursuant to CEQA requirements, a draft IS/MND and a Mitigation Monitoring Program will be prepared and circulated before issuance of entitlements. The project includes federal funding, thus a separate NEPA categorical exclusion clearance process will be undertaken. It is anticipated the project will not result in significant impacts.

### **Attachments**

Attachment A – Design Agreement

Attachment B – Conceptual Bridge Alignment and Rendering

Attachment C – March 22, 2016, letter to MTC and CTC

Attachment D – April 7, 2016 letter from VTA staff

Attachment E – Detailed Project Schedule

Attachment F – May 6, 2016 letter from Google

#### **Attachments:**

- A- Biggs Cardosa Associates Inc. Contract (PDF)
- B - Baseline Bowstring Bridge (PDF)
- C - Palo Alto and Google letter to MTC and CTC on STIP funding 22Mar2016 (PDF)
- D - VTA letter dated April 7, 2016 (PDF)
- E - Schedule Flowchart (PDF)

- F - Google Letter (PDF)

**CITY OF PALO ALTO CONTRACT NO. C16162262**  
**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND**  
**BIGGS CARDOSA ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 23<sup>rd</sup> day of May, 2016, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **BIGGS CARDOSA ASSOCIATES, INC.**, a California, located at 865 The Alameda, San Jose, CA 95126 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to build a year-round, grade separated, shared bicycle and pedestrian crossing (“Project”) and City desires to engage a consultant to provide Phase 1 design services for the Project, including environmental assessment and coordination, and engineering, landscape and architectural design services for a low profile standard pedestrian and bicycle bridge with optional enhancements; and if later approved by the City Council, this Agreement will be amended to include Phase 2 and Phase 3 services, which include preparation of final bid documents and bidding for Phase 2 services, and construction administration services for Phase 3 services, all in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement. However, unless or until the City Council approves amendment(s) to this Agreement to include Phase 2 and Phase 3, this Agreement applies only to Phase 1 services, and all references to “Services” will be construed to apply only to Phase 1 services.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☐ **Optional On-Call Provision** (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work

performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through completion of the services in accordance with the Schedule of Performance attached at Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed One Million three hundred forty thousand two hundred seventy dollars (\$1,340,270.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed One million four hundred seventy four thousand two hundred ninety seven Dollars (\$1,474,297.00). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and

subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.**

Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

1. BKF Engineers – Civil, survey, traffic, drainage, utility and Right-of-Way Engineering

2. FMG Architects – Bridge architecture, aesthetics, lightning and graphics
3. Callander Associates – Landscape architecture, restoration and way finding
4. Parikh Consultants – Geotechnical engineering, materials testing and corrosivity
5. Y&C Transportation – Electrical engineering and lightning
6. Schaaf & Wheeler – Hydraulic & Hydrologic Engineering
7. CM Carlson Management – Constructability and cost verification
8. DJ Powers – Environmental assessment and coordination

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Anthony Notaro as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and Roy Schnabel as the project Director to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Elizabeth Ames, Public Works Department, Engineering Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone:650-329-2502. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon receipt of final payment, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. The CITY assumes all responsibility for the use of the work product outside of its original intent. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

☒[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. In accordance with Section 2782.8 of the State of California Civil Code, the duty to indemnify, including the cost to defend is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct caused by CONSULTANT, and only to the extent caused by CONSULTANT.

☐[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term,

covenant, condition, provision, ordinance or law.

## **SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

## **SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and



other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 18, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

## **SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:                      Office of the City Clerk  
                                    City of Palo Alto  
                                    Post Office Box 10250  
                                    Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
                                    at the address of CONSULTANT recited above

## **SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure

documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. NON-APPROPRIATION**

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 25. MISCELLANEOUS PROVISIONS.**

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager (Required on contracts over  
\$85,000)

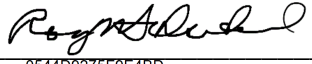
APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Deputy City Attorney  
(Required on Contracts over \$25,000)

Attachments:

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	HOURLY RATE SCHEDULE
EXHIBIT "D":	INSURANCE REQUIREMENTS

**BIGGS CARDOSA ASSOCIATES, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
0544D9275F9E4BD...  
Name: Roy Schnabel  
Title: Principal

## **EXHIBIT “A” SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

The City of Palo Alto (City) plans to build a year-round, grade-separated, shared bicycle and pedestrian crossing over U.S. Highway 101 and Adobe Creek in Palo Alto, CA. The Highway 101 Pedestrian and Bicycle Overcrossing Project (Project) will improve connectivity to the Palo Alto Baylands Nature Preserve, East Bayshore Road businesses, and regional San Francisco Bay Trail network from residential neighborhoods and employment districts in southern Palo Alto.

The construction budget for the project is \$10 million inclusive of construction contingencies, with a total project budget of \$13 million. The project shall include design of a low-profile standard pedestrian and bicycle overcrossing with basic bridge elements and enhancements as feasible to meet the total project budget of \$13 million.

### **SCOPE OF SERVICES**

The Consultant shall provide environmental assessment and engineering, landscape and architectural design services for a low-profile standard pedestrian and bicycle bridge for approval by the City, Caltrans, and other applicable agencies. Environmental documentation shall be prepared under both National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). Potential art elements shall be included as an integral part of the design concept and final design. Final design, bidding and construction support services may also be provided by the Consultant, however, these services are not included in this Contract and City reserves the right to amend the Contract as necessary and authorize these services or to issue a new solicitation for these services after completion of the preliminary design.

This scope of work consists of the following baseline project elements, core additional project elements, and optional enhancements to meet the project budget goals. Consultant’s fee includes development of the baseline and core additional project elements from preliminary to final design phases and development of optional enhancements to 15% design level only. After the 15% design review, the City will provide direction to the Consultant if any of the optional enhancements should be included for design beyond 15% design level. Design development at and beyond 35% design level shall include baseline project elements, core additional project elements, and optional enhancements (if selected and as authorized by the City after 15% design reviews).

#### **A. Baseline Project Elements**

The baseline project elements include the following:

1. Element #1 – Principal spans with clear walkway width of 12’-0”: Painted prefabricated steel truss roughly 165-feet long clear spanning Highway 101, roughly 60-feet long spanning East Bayshore Road, and roughly 60-feet long spanning West Bayshore Road.
2. Element #2 – Western Approach with clear walkway width of 12’-0”: Cast-in-Place concrete ramp bridge structure roughly 250-feet long spanning the Google parking lot and self-weathering prefabricated steel truss roughly 150-feet long spanning Adobe Creek.
3. Element #3 – Eastern Approach with clear walkway width of 12’-0”: Cast-in-Place concrete ramp bridge structure roughly 350-feet long spanning the corner of the Palo Alto Baylands.

4. General civil, landscape and architectural elements include:
  - No roadway improvements work.
  - Landscaping limited to restoration of areas disturbed by construction.
  - Standard architectural elements with standard colors, textures and finishes.
  - Standard Caltrans fencing, railings and lighting.
  - Signage limited to standard wayfinding signage within the limits of construction.
  - Art prepared by the City's art consultant shall be accommodated into the project. Work is limited to providing locations to accommodate independent art elements (such as panels or free standing monoliths) that can be installed by a separate specialty contractor.

#### B. Core Additional Project Elements

The core additional project elements include the following:

1. Addition of a stair structure at the Western Approach Ramp Bridge Structure.
2. Addition of an overlook platform to the Eastern Approach Ramp Bridge Structure.
3. Addition of enhanced lighting design throughout the bridge structures.
4. Addition of trail heads at the proposed Adobe Creek Reach Trail along Adobe Creek between West Bayshore Road and East Meadow Drive. Trail head design shall include simple concrete connections to the adjoining streets/sidewalks (no formal plazas), associated pavement delineation and street signage. The trail shall utilize the existing Santa Clara Valley Water District (SCVWD) maintenance road along Adobe Creek (maintaining the existing aggregate base surfacing) and shall include installation of safety railing along Adobe Creek Reach Trail (as allowed by the SCVWD).
5. Addition of instructional and educational signage within the project limits. Work is limited to providing locations to accommodate independent signage (such as panels along the bridge railing) that can be installed by a separate specialty contractor.
6. Modification of the existing section at West Bayshore Road to accommodate bike lane and sidewalk.

#### C. Optional Enhancements

The optional enhancements development to the 15% design level includes the following:

1. Addition of a 2000 square-foot at-grade plaza at the terminus of the Eastern approach ramp structure with the San Francisco Bay Trail.
2. Addition of enhanced railing design throughout the bridge structures beyond readily available City/Caltrans railing designs. (Assumes the use of galvanized steel components and hardware).
3. Addition of enhanced amenities package (benches, bike racks, trash receptacles, etc.) beyond readily available City/Caltrans standard amenities. (Assumes amenities will be reviewed and selected from the existing available manufacturer components). Custom designed components are not included.
4. Modification of principal span structures, West approach structures, and East approach structures to have a clear width of 16-feet (rather than 12-feet).
5. Alternative principal span structure type review including structure type selection description, anticipated costs and conceptual graphics. Limited to a maximum of five (5) structure types through 15% design level and narrowed to one preferred structure type after meeting with the City Council. Only the preferred structure type will be developed beyond

15% PS&E level. (Structure types are assumed to be variations on the prefabricated bowstring truss included in the project baseline such as standard truss, box truss, Vierendeel truss, etc. Alternatives review is limited to the principal span structures crossing Highway 101/Bayshore Road.) The design evaluation and selection of elements and enhancements will define the environmental assessment scope of work.

Environmental assessment and coordination includes:

- CEQA Documentation to consist of an Initial Study/Mitigated Negative Declaration (IS/MND). CEQA work consists of review and revision of technical studies and CEQA documentation previously prepared by the City to meet current baseline and core additional project elements and optional enhancements upon direction by City after 15% design.
- NEPA compliance pursuant to the policies and requirements of Caltrans, which has assumed the NEPA Lead Agency role from the Federal Highway Administration (FHWA) under the NEPA Delegation Program. All NEPA documents prepared for Caltrans are required to comply with the procedures outlined in Caltrans' Standard Environmental Reference (SER).

The Consultant shall assume Caltrans Permit Engineering Evaluation Report (PEER) process as the appropriate Project Approval document for the project. The work furnished by the Consultant shall be prepared in accordance with the current City and Caltrans regulations, policies, procedures, manuals and standards, including compliance with FHWA requirements.

The Consultant shall provide professional services in three phases, but only to the extent that each of the following Phases is authorized by the City Council:

1. Phase 1 – Design Development and Caltrans Project Approval and Environmental Document (PA&ED)
2. Phase 2 – Final Design and Plans, Specifications and Estimate (PS&E)
3. Phase 3 – Bidding and Construction Support

**Phases 2 and 3 are future design and bidding and construction support services, which are not part of this Contract and represent a scope of work to complete the project. The City may amend the scope of services as necessary and authorize Phase 2 and Phase 3 services upon completion of 35% design and upon Council direction.**

## **PHASE 1 – DESIGN DEVELOPMENT AND CALTRANS PA&ED**

### **Task 1: Preliminary Design**

#### **1.1 Phase 1 Project Management**

The Consultant shall provide project management and administration services including monitoring subconsultants' activities, coordinating with City staff and subconsultants, implementing quality control and quality assurance procedures, submitting monthly invoices and progress reports, preparing and maintaining project schedule, and developing a work plan to ensure the project remains within budget and on schedule.

#### **1.2 Phase 1 Project Meetings**

The Consultant shall conduct one (1) kick-off meeting with City staff to review and refine scope

of work, work plan, and schedule. Identify critical milestones and establish communications protocol. The Consultant shall attend up to six (6) in-person Project Development Team meetings with Caltrans, and up to 14 (six (6) in-person and eight (8) teleconferences) progress and coordination meetings with City staff, key stakeholders, or other agencies. Prepare and submit agenda, pertinent materials and meeting minutes for each meeting for City staff reviews.

### **1.3 Data Collection and Review and Site Visits**

The Consultant shall review available data and information provided by the City, Caltrans, and other agencies. Conduct up to three (3) site visits to review existing conditions and identify constraints that may affect the proposed design. Provide field notes, representative photos, and field measurements. Available data/information includes, but is not limited to the following:

- Previous studies, reports and/or documents related to the project
- Community input on schematic designs received during Design Competition
- Design guidelines and City's preferred project footprint and bridge alignment
- As-built plans
- Environmental studies and documents
- Utility information
- Aerial photos and digitized topography
- Survey control data
- Right-of-Way (R/W) information

### **1.4 Survey/Mapping and Potholing**

The Consultant shall conduct field surveying to gather supplemental site topography information. Provide all equipment, photographs, documentation, and services for surveying. Activities under this task include, but are not limited to:

- Prepare a detailed scope for field survey and provide scope for City's review
- Coordinate with the utility companies in accordance with City requirements for potholing and potholing survey. Provide recommendations for locations and depth of potholing surveys. No potholing shall be performed in the Caltrans R/W
- Provide a traffic handling plan for work on local streets.
- Conduct required surveys and update topographic surveys within the project area
- Perform Landnet Mapping of R/W and property lines mapping within the project area.
- Prepare a Right-of-Way Requirement Report for review by Caltrans and the City
- Compile all survey data in an AutoCAD base map
- City to provide benchmarks and controls used for the existing aerial mapping

### **1.5 Utility and Agency Coordination**

The Consultant shall coordinate with the affected utility companies and property owners (Caltrans, Pacific Gas and Electric Company (PG&E), Santa Clara Valley Water District (SCVWD), tele-communication companies, etc.) to make preliminary determination of ownership rights and relocation cost liabilities, and other requirements. Prepare an existing utility base map in AutoCAD format within the Project area. Identify potential high risk utility impacts and encroachments in the Caltrans R/W and prepare a Longitudinal Utility Encroachment Exception (LUEE) Report for Caltrans approval.

### **1.6 Public Outreach**

The Consultant shall attend and provide support to City staff in public outreach and community meetings to obtain input on the proposed design. Provide all necessary meeting materials including graphics, presentation slides, handouts, drawings, graphic boards, etc. for each



meeting, as appropriate. Conduct a “pre-meeting planning session” with the City via teleconference before each meeting to review meeting materials. Provide minutes for all meetings. The following public meetings are anticipated prior to and during the City’s Site and Design Review:

- *Stakeholder Meeting:* Following the 15% design (Task 1.7), the consultant shall attend up to three (3) initial stakeholder meetings to obtain initial input on design.
- *Environmental Public Hearing:* Provide technical support and conduct public hearing for compliance with environmental regulations. Participate in up to two (2) “pre-meeting planning sessions” and up to two (2) interagency field meetings prior to public hearing.
- *Community Open House:* The Consultant shall organize and conduct one (1) community open house to present the proposed design at 15% design level.
- *Commission Meetings:* The Consultant shall attend and make presentations in up to a total of ten (10) Design Review Committee, Board, Commission, or Council meetings. These meetings shall be planned during the 15% and 35% design development.

### **1.7 Design Concept and Preliminary Geometric Plans (15%)**

The Consultant shall develop 15% design plans (design concept and graphics with all baseline project elements, core additional project elements and optional enhancements) in accordance with all applicable design standards and guidelines. Features to include, but are not limited to:

- Embankments, retaining walls, supports, main span and approach structure geometrics
- Geometric alignment and clearances
- Preliminary pedestrian and bicycle fencing, railings, and lighting concepts.
- Utilities, property lines, environmentally restricted areas
- Landscape conceptual plans for at-grade improvements.
- Adobe Creek Reach Trail heads at West Bayshore and East Meadow
- Development of a final design concept in compliance with the \$10 million total construction budget (baseline project elements plus core additional project elements)
- Third-party constructability and cost verification review to verify design assumptions and budget
- Principal span structure selection matrix including structure type, anticipated costs, key constraints and conceptual graphics.

The Consultant shall meet with the City to present principal span structure selection matrix, discuss pros and cons of each alternative and obtain City Council direction for preferred design for design development beyond 15% level.

Provide five (5) draft 15% design documents for City’s review. Incorporate City’s comments and submit final 15% design documents. Provide one (1) final Design Concept Statement incorporating all comments and recommending a final design concept with core additional project elements and optional enhancements for City’s review.

## **1.8 Environmental Support and Reports**

### **1.8.1 Environmental Assessment and CEQA Compliance:**

The Consultant shall provide CEQA Documentation consisting of an Initial Study/Mitigated Negative Declaration (IS/MND). The CEQA work is limited to review and revision of technical studies and CEQA documentation previously prepared by the City to meet current baseline project elements, core additional project elements, and optional enhancements selected by the City. Any significant impacts due to the inclusion of the optional enhancements are not included

in the Consultant's fee estimate. The CEQA Documentation assumes:

- The City will be the Lead Agency under CEQA and the level of CEQA review will be an IS/MND.
- Only one build alternative will be evaluated in the IS/MND
- The project will be designed to avoid "take" of the endangered Salt Marsh Harvest Mouse
- The project will not impact riparian vegetation
- Construction of the project will not involve work within or below the top-of-banks of Barron Creek or Adobe Creek. Therefore, permits will not be required from the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), or California Department of Fish & Wildlife (CDFW)
- All partially- and fully-completed environmental studies that were prepared for the previous phase of the Project will be made available to the Consultant at the initiation of the project.

The Consultant shall prepare an IS/MND in compliance with CEQA. The primary sections of the IS shall consist of description of the project, environmental setting, and project's environmental impacts, including mitigation where applicable. The impacts section shall include the standard environmental checklist used by the City in its CEQA documents. The project description section of the IS shall include graphics, as appropriate, to depict the location, footprint, and characteristics of the Project.

The Consultant shall submit five (5) hard copies and one electronic copy of the administrative draft IS to the City for review. The IS shall be revised based on City's comments and an electronic screen check version shall be provided to the City for final review/approval. Upon approval, the Consultant shall make 50 hard copies of the IS/MND (with appendices on a CD inside the back cover). The Consultant shall also complete the CEQA Notice of Completion form and send 15 copies of the IS/MND to the State Clearinghouse. Mailing and distribution of the IS/MND to the public and non-State agencies will be undertaken by City staff. The City will be responsible for the preparation and publication of public/newspaper notices. This scope of work assumes up to 40 hours of Consultant project management time to assist the City in preparing responses to comments on the IS/MND.

Upon adoption of the MND and project approval, the Consultant shall prepare and file the CEQA Notice of Determination (NOD) with the Santa Clara County Clerk-Recorder on behalf of the City. The Consultant shall pay the \$2,260.25 NOD filing fee.

### **1.8.2 Environmental Studies and Coordination:**

**A. Biological Resources Report** – The Consultant shall conduct an updated search of the California Natural Diversity Database (CNDDDB) and conduct a quick reconnaissance visit to the site to determine whether any changes have occurred in site conditions or in information regarding the distribution of special-status species on or in the vicinity of the site since the preparation of a Natural Environment Study for the project in 2014. The Consultant shall review the updated plans for the Project and prepare a biological resources report that describes existing biological conditions, including special-status species with the potential to occur on the site and any potentially sensitive/regulated habitats that occur on the site. The report shall describe potential impacts to existing biological resources, and any conceptual mitigation measures necessary to mitigate potentially significant impacts to less-than-significant levels. Graphics to

be prepared include site/vicinity, biotic habitat, impact, and CNDDDB maps.

The Consultant shall draw heavily from the previous documents that were prepared for this Project, but the quantification of impacts shall be revised. It is assumed that the new design may incorporate design elements that are different from the previous alternatives that were analyzed and that could impact biological resources in ways not previously analyzed; this may necessitate additional research and analysis.

**B. Construction-Related Toxic Air Contaminants Risk Assessment Report** - To address the community risk from emissions that will occur during the construction phase of the project, the Consultant shall complete a screening level modeling using the EPA's ISCST3 model to predict cancer risk and PM<sub>2.5</sub> exposure at adjacent properties. If significant impacts are identified, based on the technical analysis, mitigation measures shall be identified.

**C. Visual Impact Assessment Report** - The Consultant shall prepare a Visual Impact Assessment (VIA) that will evaluate the visual and aesthetic effects of the proposed Project. In 2014, a VIA was prepared for this project but the alternatives evaluated were different from the design now being considered. However, much of the baseline information contained in the 2014 VIA is still valid, therefore the 2014 VIA shall be utilized to the full extent applicable in the preparation of the revised VIA. The VIA shall contain three photo simulations of the overcrossing, one from each of the previously-identified primary view sheds.

**D. Other Technical Reports** – The Consultant should assume that some of the other technical reports and information that are relevant for this project have previously been completed as part of the work on the previous phase of the project and that such reports are adequate for use in the current IS/MND. These include the cultural resources assessments, initial site assessment for hazardous materials, and the paleontological identification report. Additional design studies and reports are outlined in Task 1.9 – Design Studies and reports.

**E. Endangered Species Act Coordination** – The City's previous environmental consultant prepared a Biological Assessment describing potential effects of the project on the state and federally endangered salt marsh harvest mouse, and meetings with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) were conducted regarding the project's potential effects on this species. The project design under this Contract is intended to completely avoid impacts to this species, and the Consultant shall identify any additional avoidance measures necessary to ensure that take does not occur. However, because the USFWS and CDFW were previously consulted regarding this project, the Consultant shall coordinate with these agencies to obtain their concurrence that the project will not result in take of the harvest mouse and/or to obtain input on any additional measures necessary to avoid take of this species. This coordination may include providing the CEQA biological resources report to these agencies and participating in meetings, site visits, and/or conference calls with agency representatives.

### **1.8.3 Environmental Assessment and NEPA Compliance:**

Based on direction provided by Caltrans during an earlier phase of the project, it is anticipated that work under this task would include the following:

- Section 7 Endangered Species Act consultation and coordination with the USFWS
- Preparation of documentation to support a NEPA Categorical Exclusion
- Revisions to previous versions of the following technical studies to delete the alternatives no longer under consideration and to add the current alternative. The Caltrans process typically involves multiple review and revision cycles for these reports:

- Historic Property Survey Report
- Archaeological Survey Report
- Location Hydraulic Study
- Traffic Analysis
- Stormwater Data Report
- Water Quality Report
- Paleontological Identification Report
- Natural Environment Study
- Biological Assessment
- Initial Site Assessment

It is assumed that Caltrans will not require the preparation of an Environmental Assessment/Finding of No Significant Impact (EA/FONSI).

### 1.9 Design Studies and Reports

The Consultant shall prepare/update the following reports in accordance with Caltrans guidelines. Assume up to two (2) rounds of comments by Caltrans and the City.

- **Storm Water Data Report (SWDR)** - The SWDR shall include project impacts on water quality, minimization measures, recommended best management practices (BMPs), erosion control measures, and a preliminary hydro-modification assessment to determine the magnitude of the impacts and the need for minimization.
- **Soil Management and Health & Safety (H&S) Plan** - Prepare a Soil Management and H&S Plan for reviews and approval by the City and Caltrans.
- **Soil Borings and Foundation Reports** - Review the Preliminary Foundation Report (PFR) approved by Caltrans for the Project. Prepare a draft and a final geotechnical report for review and approval by the City and Caltrans. Caltrans may require Consultant to perform additional field explorations and laboratory testing. A CEQA Exemption shall be filed with the City and County prior to conducting the field exploration program. Field explorations shall be performed under the direction of a registered geotechnical engineer or geologist in the State of California. Maintain a soil log and perform visual examination of the collected soils. Perform borings and testing (estimated up to twelve locations and up to 120 feet deep). The total number of explorations (12 assumed) can be shared between drilled borings and cone penetrometer tests. A foundation report will be prepared in accordance with Caltrans standards. More detailed scope and estimate shall be provided upon City's request.
- **Location Hydraulic Study (LHS)** – Review Draft LHS previously prepared by the environmental consultant. Evaluate potential changes in floodplain hydraulics, perform a floodplain risk assessment, and recommend potential mitigation measures. Submit the revised LHS for review by the City and Caltrans. Submit final LHS for Caltrans approval.
- **Transportation Management Plan (TMP)** - Prepare a TMP Data Sheet and staging concept display. Provide all supporting documents for Caltrans review and confirm traffic management strategies, traffic detours, lane closures, etc.
- **Constructability and Cost Verification (CCV)** – Consultant shall hire a third-party with expertise in bridge design and construction to perform a CCV after 15% and 35% design for potential cost reductions, evaluation of the bridge structure and enhancements (baseline elements, core additional elements and optional enhancements) and ways to produce a high quality and more efficient design. The evaluation shall include a constructability review and also identify cost reductions to remain under a \$3 million

construction estimate within the State R/W. The findings and recommendations shall be documented in a draft memorandum for City and Consultant review and input. The third-party shall finalize memorandum based on City's comments.

### **1.10 Design Exceptions**

The Consultant shall review geometrics of the proposed facility for nonstandard features and prepare Fact Sheets for Exceptions for Caltrans review and approval. Develop data, exhibits, and preliminary details as necessary to obtain Caltrans approval.

### **1.11 Right-of-Way Data Sheets**

The Consultant shall prepare and submit Caltrans Right-of-Way Data Sheets in accordance with Caltrans, City and SCVWD guidelines.

### **1.12 Preliminary Plans (35%)**

The Consultant shall refine the 15% concept designs and prepare preliminary design plans (35%) based on community and City input showing architectural and civil plans, structure elevations, sections, layouts, benches, artwork, lighting, and fence/railing elements, horizontal control lines, vertical profiles and super-elevations, grading and drainage, structure location and wall limits, utility impacts, and R/W/construction easement impacts. Refine the following major project elements and submit the preliminary design for City's Site and Design and Caltrans reviews:

- Main bridge span over Highway 101 and approach structures
- Connecting bike trails along Adobe Creek to the San Francisco Bay Trail
- Pedestrian/bicyclist access along West Bayshore Road to the bridge ramp landing
- Core additional project elements
- Optional enhancements (as authorized by the City after 15% design reviews) with associated cost and benefits

### **1.13 Bridge Structure Type Selection Study (35%)**

The Consultant shall analyze bridge structure type selection before extensive structural design work is performed. Develop Bridge Type Selection Report in accordance with Caltrans guidelines. Include a Bridge General Plan, Bridge Site Data Submittal, Foundation Plan, Construction Cost Estimate and Type Selection Memo. This work shall be developed using Section 10, "Type Selection," of the Caltrans Bridge Design Aids, and Section 1-29, "Type Selection Review Meeting," of the Caltrans Bridge Memo to Designers. Submit the Type Selection Report for Caltrans review, and present the proposed structure to Caltrans at a Bridge Type Selection Meeting in Sacramento, CA. Conduct one (1) "pre-meeting planning session" teleconference with the City. The Consultant shall conduct an independent Type Selection Meeting with the SCVWD to solicit comments on the design development. Finalize Type Selection Report based on input received in the meeting.

### **1.14 Preliminary Cost Estimates**

The Consultant shall prepare a preliminary construction cost estimate for the project in accordance with Caltrans guidelines including Caltrans Bridge Memo to Designers 1-8 and Section 11 of the Caltrans Bridge Design Aids. Use Caltrans APS Cost Estimate form for bridge items.

## **Task 2: Caltrans Approval Document**

### **2.1 Project Approval Document**

The Consultant shall prepare a Permit Evaluation and Engineering Report (PEER) per Caltrans guidelines to retain the PEER/Encroachment Permit. Include cost estimates showing construction value of Project improvements within Caltrans R/W. Submit PEER for City and Caltrans review

and approval.

### **Task 3 – Plans, Specifications and Estimates (PS&E) (65%)**

#### **3.1 Architectural/ Landscape Architectural Design**

The Consultant shall develop preliminary architectural and landscape architectural design to 65% completion. Ensure that the 65% preliminary architectural and landscape architectural design is consistent with the design developed at 15% and 35% PS&E levels. The design elements shall be consistent with the baseline and core additional project elements and optional enhancements (as authorized by the City after 15% design reviews). Anticipated architectural and landscape architectural design drawings include but are not limited to:

- Architectural Site Plan
- Architectural Features
- Landscape Architectural/ Revegetation Features
- Lighting Plan and Details
- Pedestrian and Bicycle Railing Details
- Surface Treatments and Amenities
- Art Element - Work with City's Art Consultant to identify opportunities to integrate art elements into modules/panels established in the design
- Adobe Creek Reach Trail signage, details and plans within the defined project limits
- Project specifications, special provisions and estimates

#### **3.2 Civil Design**

The Consultant shall develop civil improvement design to 65% completion. Anticipated civil design drawings include but are not limited to:

- Bridge, Road and Trail Alignment Plans
- Demolition and Grading Plans
- Profiles and Civil Details
- Typical Sections
- Right-of-Way Plans
- Utility Plans and Profiles
- Drainage Plans and SWPPP Details
- Stage Construction Drawings and Traffic Handling Plans
- Construction Area Signage
- Road and Trail Signage and Pavement Marking Plans within the defined project limits
- Project specifications, special provisions and estimates

#### **3.3 Structural Design**

Upon Caltrans approval of Bridge Type Selection at 35% design level, the Consultant shall conduct structural analysis and prepare 65% structural drawings. Anticipated structural design drawings include, but are not limited to:

- General Plan
- Structure Plan
- Deck Contours
- Foundation Plan
- Construction Sequence
- Abutment Layout and Details
- Retaining Wall Layout and Details

- Bent Layout and Details
- Typical Sections
- Girder Layout and Details
- Approach Ramp Details
- Log of Test Borings
- Project specifications, special provisions and estimates

The work shall also be performed in accordance with the most current California bridge practices and the following bridge design codes and manuals:

- City of Palo Alto CAD Drafting Standards, General Provisions and Specifications
- Caltrans Standard Plans and Specifications
- Caltrans Bridge Design and Detailing Manuals
- American Association of State Highway and Transportation Officials Load and Resistance Factor Design (AASHTO LRFD) Bridge Design Specifications
- California Amendments to the AASHTO LRFD Bridge Design Specifications
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges
- Caltrans Seismic Design Criteria

### **3.4 Project Specifications and Special Provisions**

The Consultant shall prepare technical specifications and special provisions for all bid items including bid alternates. Documents shall be developed in accordance with federal, state and local requirements in all subsequent final design tasks. General conditions shall follow the City and Caltrans requirements. The Consultant shall prepare special provisions based on Caltrans Standard Special Provisions, Caltrans Standard Specifications, and City construction contract standards. Special provisions shall follow the current format of the Caltrans Standard Specifications and Standard Special Provisions (SSP's). Bid additive alternates shall be identified as design enhancements.

### **3.5 Cost Estimate**

Prepare an engineer's estimate of probable construction cost for 65% design using both Caltrans and Consultants professional experience. Estimate shall include construction costs that reflect current market conditions, the bid items, utility relocation costs, environmental mitigation costs, contingencies and construction administration costs.

### **3.6 65% PS&E Submittal**

The Consultant shall submit the 65% PS&E package for City and Caltrans review, including:

- Full Size 65% Plans (22x34) – five (5) sets
- Special Provision and Technical Specifications – five (5) sets
- Structural Design Calculations – five (5) sets
- Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies shall be provided to Caltrans Office of Specially Funded Projects (OSFP) in accordance with Caltrans OSFP Manual Guidelines. Two half-size sets of the 65% PS&E shall be submitted to SCVWD for review.

## **PHASE 2 – FINAL DESIGN AND PS&E**

**This is a future phase. The City intends to authorize the services under Phase 2 upon completion of 35% design.** The Consultant shall complete the 90% and 100% PS&E design for

the project. The goal of this phase shall be to strive to limit construction cost within Caltrans' R/W to \$3 million or less to preserve the opportunity to gain approval of the project through the PEER process.

- All plans shall include City's standard border and shall follow Caltrans format.
- The Consultant is fully responsible for the accuracy and completeness of the plans and related PS&E. City reviews shall not transfer the responsibility for the accuracy, completeness, or details with which such designs are depicted on the plans.
- The title sheet for the specifications and each sheet of the plans shall bear the professional seal, certificate number, registration and classification, expiration date, and signature of the professional engineer responsible for its preparation.

## **Task 4 – Phase 2 Project Management and Coordination**

### **4.1 Phase 2 Project Management**

The Consultant shall provide project management and administration services including monitoring subconsultants' activities, coordinating with the City and subconsultants, implementing quality control and quality assurance procedures, submitting monthly invoices and progress reports, preparing and maintaining project schedule, and developing a work plan to ensure the project remains within budget and on schedule.

### **4.2 Phase 2 Project Meetings**

The Consultant shall attend up to six (6) in-person Project Development Team meetings with Caltrans, and up to 14 progress and coordination meetings with City staff and key stakeholders. Prepare and submit agenda and meeting minutes for each meeting for City staff reviews.

### **4.3 Phase 2 Utility and Agency Coordination**

The Consultant shall coordinate with the affected utility companies (Caltrans, PG&E, SCVWD, telecommunication companies and property owners) to assist them in developing relocation plans (to be prepared by the individual facility owners) and permits/agreements. The Consultant shall prepare a utility base map including relocation information received from the utility companies. Prepare and submit Caltrans letters to the affected utility owners and assist City with finalizing agreements and permits to construct with each affected utility. Consultant shall attend up to six (6) utility coordination meetings.

### **4.4 Right-of-Way Services**

The Consultant shall utilize a Caltrans certified R/W agent to perform engineering and acquisition services to assist the City in obtaining ownership in fee of property necessary to construct the improvements, and to obtain rights of entry or temporary construction easements as might be required. Potential acquisitions include: 1) Private property at 2501 West Bayshore Road on the west of Route 101; 2) SCVWD aerial and access easements / agreements over Adobe Creek and the confluence of Adobe and Barron Creeks and Adobe Creek Reach Trail; 3) PG&E 30-inch gas main and temporary easements; 4) Caltrans aerial and access easement over Highway 101.

The Consultant shall acquire preliminary title reports for four parcels along with record mapping from the Santa Clara County, SCVWD, PG&E and Caltrans. Delineate right-of-way and property lines in the areas of acquisition. The Consultant shall also provide title reports, appraisal sketches showing property lines and proposed acquisition over aerial photos. Prepare four (4) descriptions with accompanying plats for permanent acquisition and four (4) descriptions with accompanying plats for temporary acquisitions.



During boundary surveys, any conflicts or alternate evidence may trigger the need to file a record of survey map. Should such a conflict or evidence occur, work shall be immediately stopped and the project team shall be notified. Work shall continue when an agreement has been reached on path forward and additional budget for a record of survey map has been secured.

## **Task 5 - Final PS&E (90% and 100%)**

### **5.1 Landscape Plans**

The Consultant shall develop landscape plans in accordance with the landscape concept approved in Phase 1. Landscape items include, but are not limited to:

- Signage, planting and irrigation plans for landings, plazas, and approach areas
- Planting and irrigation plans for bio-swales and similar storm water management techniques

### **5.2 Lighting Plans**

The Consultant shall develop lighting design in accordance with the lighting concept approved in Phase 1. Prepare lighting plans, elevations, fixture schedules, luminaire cut sheets, control plans, mounting details, and specifications for conceptual lighting plan. Photometric calculations shall be provided for both functional and aesthetic lighting of the bridge.

### **5.3 Architectural Plans**

Upon approval of the 65% architectural design, the Consultant shall develop architectural plans to 90% completion. Incorporate City and Caltrans comments to prepare final (100%) architectural plans.

### **5.4 Erosion Control and Construction Phase BMP's**

A Storm Water Pollution Prevention Plan (SWPPP) for the project shall be prepared in compliance with the National Pollutant Discharge Elimination System (NPDES) regulations in effect at the notice to proceed. The SWPPP shall be used to obtain construction permitting by the contractor during construction.

### **5.5 Permanent BMP's**

A Final Water Quality Technical (WQT) Report shall be prepared to address the permanent BMP's to protect water quality after completion of construction. The WQT Report shall include a map showing the locations and types of Low Impact Development, Structural Source Control, Treatment Control, and Hydromodification Control (if applicable) BMP's for the project. Such BMP's shall be shown on construction plans. In addition, prepare an Inspection, Operation, and Maintenance Plan.

### **5.6 Bridge Independent Check**

As required by the Caltrans OSFP, an independent check of the bridge design and drawings shall be performed. The independent check shall be performed by an engineer who was not involved in the design of the bridge. The independent check shall be performed for 65% and subsequent design phases.

### **5.7 Civil Plans**

Upon approval of the 65% civil design, the Consultant shall develop civil plans to 90% completion. Incorporate City and Caltrans comments to prepare final (100%) civil plans.

### **5.8 Structural Plans**

Upon approval of the 65% structural design, the Consultant shall develop structural plans to 90% completion. Incorporate City and Caltrans comments to prepare final (100%) structural plans.

### **5.9 Project Specifications and Special Provisions**

Upon approval of the 65% Special Provisions and Technical Specifications, the Consultant shall develop Special Provisions and Technical Specifications to 90% completion. Incorporate City and Caltrans comments to prepare final (100%) Special Provisions and Technical Specifications.

### **5.10 Cost Estimate**

Upon approval of the 65% cost estimate, the Consultant shall develop the 90% cost estimate. The Consultant shall incorporate City and Caltrans comments to finalize the cost estimate. Include supporting data for City use in administering construction.

### **5.11 Final PS&E Submittals**

**90% PS&E Submittal:** The 90% PS&E submittal shall include all plans in required format, special provisions, technical specifications, and the engineer's estimate as follows:

- Full Size 90% Plans (22x34) – five ( 5) sets
- General and Special Provisions, technical specifications – five (5) sets
- Bid Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies shall be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines. Two half-size sets of the 90% PS&E shall be submitted to SCVWD for review.

Per Caltrans OSFP Manual Guidelines, an initial (90%) and intermediate (91%, 92%, etc. as applicable) shall be submitted to Caltrans OSFP for review.

City's Construction Management (CM) Firm will perform an independent review of the 90% PS&E to provide constructability, bidability and cost verification.

**100% (Final) PS&E Submittal:** The 100% (Final) PS&E submittal shall include all plans in required format, stamped calculations, special provisions and the engineer's estimate as follows:

- Full Size Final Plans (22x34) – five (5) sets
- General and Special Provisions, technical specifications – five (5) sets
- Stamped Structural Design Calculations – two (2) sets
- Bid Quantities and Cost Estimate – two (2) sets

The deliverables listed above shall also be provided in electronic format. Additional copies shall be provided to Caltrans OSFP in accordance with Caltrans OSFP Manual Guidelines. Two half-size sets of the 100% PS&E shall be submitted to SCVWD for their files.

### **5.12 Caltrans Encroachment Permit, R/W Certification and Maintenance Agreement**

The Consultant shall assist the City in obtaining Caltrans Encroachment Permit and necessary Right-of-Way Certification for construction of the proposed improvements within State R/W. Consultant shall complete and sign an American with Disabilities Act (ADA) Certification. The Consultant shall also assist the City in negotiation of Maintenance Agreements for the permanent structure within the State R/W and for the public access of the Santa Clara Valley Water District maintenance road along Adobe Creek. The City will be the lead on the Caltrans and SCVWD maintenance agreement coordination and negotiation. Consultant assistance to the City will be limited to preparation of exhibits upon request by the City. Consultant is not required to attend maintenance agreement meetings.

## **PHASE 3: BIDDING AND CONSTRUCTION SUPPORT**

**This is a future phase. The City intends to authorize the services under Phase 3 upon**

**completion of 35% design.** The Consultant shall provide a detailed scope of services and fee estimate for Task 7 below after 90% design completion. The Consultant shall provide bid and construction phase services including, but not limited to:

## **Task 6 – Bid Phase Services**

### **6.1 Bid Package**

The Consultant shall prepare bid documents including bid forms and final PS&E that can be used to solicit competitive bids for the Project. Provide a draft bid set for City's review. Incorporate comments and finalize the bid package.

### **6.2 Pre-bid Conference and Bid Addenda**

The Consultant shall conduct one (1) pre-bid conference, prepare agenda and minutes, and answer questions from prospective bidders. Prepare bid addenda and revisions to design, as necessary.

### **6.3 Bid Review**

The Consultant shall review submitted bids and bid alternates. Provide a summary of bids and recommendations for a contractor to perform the work.

## **Task 7 – Construction Phase Services**

The consultant shall provide construction administration and support during the anticipated construction duration from early 2019 through completion of construction in early 2020. Construction Support Services shall be confirmed and authorized at the completion of the 90% PS&E phase and are anticipated to include, but are not limited to:

### **7.1 Pre-Construction Meeting**

The Consultant shall attend one (1) pre-construction meeting. City CM shall prepare agenda and minutes of the meeting. Consultant shall respond to any project and construction documents related questions during the meeting.

### **7.2 Submittals and Request for Information (RFIs)**

The Consultant shall review and provide comments on contractor's submittals, and respond to RFIs in a timely manner. Maintain a log of submittals and RFIs received from the contractor.

### **7.3 Design Clarifications**

The Consultant shall provide clarifications and/or explanations of the construction documents, as requested by the contractor during construction.

### **7.4 Change Orders**

The Consultant shall assist the City in preparing and reviewing change orders, as necessary.

### **7.5 Meetings and Coordination**

The Consultant shall attend weekly progress meetings during the course of the construction upon request of the City Construction Manager. Coordinate construction administration services with City's construction management consultant. The Consultant shall make site visits for construction coordination as requested by the City Construction Manager.

### **7.6 Final Review**

The Consultant shall participate in the final project review at the site and prepare the final review punch list.

### **7.7 Record Drawings**

The Consultant shall coordinate the preparation of record drawings with the Contractor and City's construction Project Manager during the construction and post construction phases.

Consultant shall perform final review of the records drawings for “as-built” accuracy and assist the City in submitting the record drawings for review and approval. The Consultant shall make any modifications to the record drawings per Caltrans comments as necessary.

### **CITY PROVIDED SERVICES**

1. City will provide or obtain a Caltrans cooperative agreement and encroachment permit for conducting field activities. If a Contractor Double Permit is required by Caltrans to perform field activities, fees will be paid by City.
2. City will arrange open house location and conduct all pre-meeting notifications.
3. City will maintain stakeholder and interested party lists and make all email notifications.
4. City will create and place any required newspaper ads or other forms of notification.
5. All fees associated with the regulatory permits and filing of notifications will be paid by the City except the CEQA NOD filing fee. The Consultant will pay the CEQA NOD filing fee.
6. City will coordinate for plan check and issuance of City permits.

### **ASSUMPTIONS**

1. All plans will be prepared using AutoCAD. AutoCAD files of structure plans will be converted to Microstation, as required by Caltrans OSFP. Road plans will not be converted since electronic copies other than PDF are not required by Caltrans OSFP.
2. It is assumed that the existing aerial mapping AutoCAD base map will be made available and can provide an accurate 3-D model for use for the Project design.
3. The principal bridge span over Highway 101 and the secondary span over Adobe Creek are assumed to consist of prefabricated steel truss superstructure elements.
4. The City will provide the primary coordination and scheduling for the Public Outreach portion of the project including coordinating and obtaining all meeting dates, locations, mailings, notifications and advertising. The Consultant will provide PowerPoint slide presentation, presentation boards and graphics as applicable for each meeting. Handouts are assumed to not be required at Public Meetings. A limited number of handouts will be provided, as applicable at Stakeholder Meetings, Interagency Field Meetings and Design Review Board/ Commission Meetings. The City may request the Consultant to present in Public Meetings as appropriate. It is assumed that the City will provide formal meeting minutes and updates and notifications to City website, as required.
5. Based on preliminary information from the Consultant’s environmental subconsultant, it is believed that the structure alignment can be refined to avoid impacts to the wetlands, riparian woodland and the Waters of the US and therefore US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and California department of Fish & Wildlife (CDFW) permits are assumed to not be required.
6. Consultant will coordinate with the SCVWD and obtain an Encroachment Permit for the project field investigations and for the project construction on behalf of the City. The City will pay all SCVWD Encroachment Permit Fees. The City will coordinate any license agreements for maintenance, operations and right-of-way with the SCVWD.
7. Consultant will prepare special provisions/technical specifications (Caltrans Division 2 through 10) utilizing Caltrans current Standard Special Provisions (SSPs). Caltrans current Standard Specifications and current Standard Plans will be referenced in the design. City shall prepare all necessary boilerplate specifications. Consultant will provide bid items list and assist with calculation of liquidated damages for inclusion in city boilerplate.

8. Formal Caltrans Value Engineering services will not be required since the project is less than the \$40 million per bridge project threshold. Value engineering is included in the City's Request for Proposal. Constructability and cost verification services will be provided after 15%, 35% and 65% design per the Scope of Work. The City will retain a Construction Management (CM) firm prior to completion of the 90% PS&E submittal and the CM firm will perform a constructability, bidability and cost verification of the 90% PS&E.
9. The Construction Support Services scope of work and fee is assumed based on anticipated project development. Final Construction Support Services will be submitted and negotiated with the City at the completion of the 90% PS&E submittal to ensure that all required services are adequately addressed. Construction Support Services do not include geotechnical observation of foundation construction which can be provided as Extra Work. The construction support services include an allowance for minor Change Orders. Actual Change Order costs will be determined on a case by case basis.
10. The scope of work and design fee includes the baseline project elements and core additional project elements as outlined in the Scope of Services to develop these elements from preliminary to final design phase. The scope of work and design fee includes the development of optional enhancements to 15% design phase only. The optional enhancements must be selected by the City after the 15% design reviews and prior to commencing the 35% design phase. Optional enhancements identified after significant completion of the 35% design can be provided for additional fee and extension of the project design schedule.
11. PS&E Submittals will be provided at 35%, 65%, 90% and 100% completion levels. Agency reviews are limited to one round of comments consolidated to one set of redline plan, specification and estimate redline comments per agency. Project Reports will be limited to one draft and one final version of each report. City reviews will be provided one week before reviews by other Agency reviews. Additional PS&E submittal, agency reviews and report submittals will be considered Extra Work unless submittals are deemed incomplete by Caltrans.
12. Selection of a principal span alternative other than the baseline prefabricated steel truss alternative may require additional design fee depending on the complexity and design requirements of the structure type selected by the City.
13. NEPA compliance consultation with Caltrans (if required) will be initiated after completion of the field exploration program.

## **OPTIONAL SERVICES**

1. Additional field surveys and potholing
2. Design Memorandum
3. PSR/ PR, Advance Planning Study and Risk Management Plan
4. Supplemental outreach graphics and 3D/ dynamic renderings
5. Unusual/ Non-standard structural design
6. Conversion of City Artist images into PS&E level details
7. Supplemental design elements not identified in the baseline and core additional project elements and optional enhancements authorized by the City
8. Construction Management and Resident Engineering
9. Construction support services (upgraded structure) (Based on steel main span upgrade)
10. Construction inspection services
11. Geotechnical observation of foundation construction

12. USACE, RWQCB and/or CDFW permits
13. West plaza design
14. Principal span upgrade design
15. Adobe Creek landscaping package (removal and replacement of eucalyptus trees on East)
16. Convert artwork into CD for incorporation into design package
17. Modify creek bridge at Bayshore to accommodate bike lane
18. Optional enhancements beyond 15% design phase

**EXHIBIT “B”**  
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	No. of Weeks Completion from NTP
1. Task 1. Preliminary Design	98 weeks
2. Task 2. Caltrans Approval Document	98 weeks
3. Task 3. PS&E (65%)	98 weeks
4. Task 4. Phase 2 Project Management and Coordination	TBD
5. Task 5. Final PS&E (90% and 100%)	TBD
6. Task 6. Bid Phase Services	TBD
7. Task 7. Construction Phase Services	TBD

## **EXHIBIT “C” COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$1,340,270. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$1,474,297. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$1,340,270 and the total compensation for Additional Services does not exceed \$134,027.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Preliminary Design)	\$905,062
Task 2 (Caltrans Approval Document)	\$5,715
Task 3 (PS&E (65%))	\$249,485
Task 4 (Phase 2 Project Management and Coordination)	TBD
Task 5 (Final PS&E (90% and 100%))	TBD
Task 6 (Bid Phase Services)	TBD
Task 7 ( Construction Phase Services)	TBD
<b>Sub-total Basic Services</b>	<b>\$1,160,262</b>



Reimbursable Expenses	\$180,008
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Total Basic Services and Reimbursable expenses	\$1,340,270
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Additional Services (Not to Exceed)	\$134,027
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Maximum Total Compensation	\$1,474,297
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### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY's project manager.

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

EXHIBIT C-1  
HOURLY RATE SCHEDULE

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

885 The Alameda  
San Jose, CA 95126-3133  
Telephone 408-298-5515  
Facsimile 408-298-8114

**BIGGS CARDOSA ASSOCIATES, INC.**

**RFP No. 162262 Highway 101 Bicycle/Pedestrian Overcrossing Project**

Classification	Actual Hourly Rate (Min)	Actual Hourly Rate (Max)	Overhead Multiplier	Fee	Fully Loaded Rate (Max)	Fully Loaded Rate (Max)
Principal III	\$95.00	\$105.00	155.66%	10.00%	\$267.16	\$295.29
Principal II	\$80.00	\$95.00	155.66%	10.00%	\$224.98	\$267.16
Principal I	\$75.00	\$82.00	155.66%	10.00%	\$210.92	\$230.61
Associate	\$55.00	\$67.00	155.66%	10.00%	\$154.67	\$188.42
Engineering Manager	\$50.00	\$57.00	155.66%	10.00%	\$140.61	\$160.30
Senior Engineer	\$42.00	\$52.00	155.66%	10.00%	\$118.11	\$146.24
Project Engineer	\$38.00	\$48.00	155.66%	10.00%	\$106.87	\$134.99
Staff Engineer	\$32.00	\$40.00	155.66%	10.00%	\$89.99	\$112.49
Assistant Engineer	\$28.00	\$34.00	155.66%	10.00%	\$78.74	\$95.62
Junior Engineer	\$17.00	\$32.00	155.66%	10.00%	\$47.81	\$89.99
Sr. Computer Drafter	\$30.00	\$47.00	155.66%	10.00%	\$84.37	\$132.18
Administration	\$11.00	\$52.00	155.66%	10.00%	\$30.93	\$146.24

\*Charge Rates Applicable October 1, 2015 – September 30, 2016  
(Charge Rate revisions will be submitted in October of each year)





**DIRECT HOURLY RATES**  
JANUARY 1, 2016 - DECEMBER 31, 2016

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
<b>ENGINEERING</b>	
Principal (Natalina Bernardi \$125.00)	\$125.00
Associate (Jeff Wang \$69.57)	\$69.00 - \$75.00
Project Manager (Jason Mansfield \$58.00)	\$45.00 - \$65.00
Engineer IV	\$45.00 - \$55.00
Engineer III	\$40.00 - \$55.00
Engineer II	\$33.00 - \$47.00
Engineer I	\$29.00 - \$37.00
Engineer Assistant	\$15.00 - \$22.00
<b>SURVEYING</b>	
Surveyor IV	\$45.00 - \$55.00
Surveyor III	\$40.00 - \$55.00
Surveyor II	\$33.00 - \$47.00
Surveyor I	\$29.00 - \$37.00
Field Surveyor	\$16.00 - \$48.00
<b>DESIGN AND DRAFTING</b>	
Technician	\$35.00 - \$40.00
Drafter	\$20.00 - \$30.00
<b>SERVICES AND EXPENSES</b>	
Project Assistant	\$20.00 - \$30.00
Clerical/Administrative Assistant	\$63.00

Overhead Rate is 180.00% and Profit is 10%.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile.

Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts.

## FMG Architects

### 2016 Rate Break Down Table

#### FMG Architects

Job Classification	Position Rate Range	Base Hourly Rate	Overhead Rate Home Office	Billing Rate Home Office	10% Profit
Senior Principal	\$75-\$80	\$ 80.00	224.00%	\$ 259.20	\$ 285.12
Managing Principal	\$75-\$80	\$ 80.00	224.00%	\$ 259.20	\$ 285.12
Senior Project Manager	\$50-\$64	\$ 64.00	224.00%	\$ 207.36	\$ 228.10
Project Manager	\$40-\$50	\$ 50.00	224.00%	\$ 162.00	\$ 178.20
Architect III	\$37-\$39	\$ 39.00	224.00%	\$ 126.36	\$ 139.00
Architect II	\$33-\$36	\$ 36.00	224.00%	\$ 116.64	\$ 128.30
Architect I	\$30-\$32	\$ 32.00	224.00%	\$ 103.68	\$ 114.05
Designer III	\$35-\$37	\$ 37.00	224.00%	\$ 119.88	\$ 131.87
Designer II	\$32-\$34	\$ 34.00	224.00%	\$ 110.16	\$ 121.18
Designer I	\$29-\$31	\$ 31.00	224.00%	\$ 100.44	\$ 110.48
Intern III	\$26-\$28	\$ 28.00	224.00%	\$ 90.72	\$ 99.79
Intern II	\$23-\$25	\$ 25.00	224.00%	\$ 81.00	\$ 89.10
Intern I	\$20-\$22	\$ 22.00	224.00%	\$ 71.28	\$ 78.41
Specification Writer	\$35-\$40	\$ 40.00	224.00%	\$ 129.60	\$ 142.56
Staff III	\$23-\$29	\$ 29.00	224.00%	\$ 93.96	\$ 103.36
Staff II	\$20-\$22	\$ 22.00	224.00%	\$ 71.28	\$ 78.41
Staff I	\$17-\$19	\$ 19.00	224.00%	\$ 61.56	\$ 67.72

Claudia Guadagne, President

Print Name, Title


4-Jan-16

Date

EXHIBIT C-1  
HOURLY RATE SCHEDULE

Callander Associates  
Palo Alto Highway 101

Classification	Actual Hourly Rate	Overhead Multiplier	Fee	Fully Loaded Rate
Principal	\$75.25	184.00%	10.00%	\$235.08
Associate	\$54.39	184.00%	10.00%	\$169.91
Project Manager 1	\$45.69	184.00%	10.00%	\$142.74
Designer 1	\$32.14	184.00%	10.00%	\$100.41
Construction Manager	\$50.26	184.00%	10.00%	\$157.01
Administration	\$20.00	184.00%	10.00%	\$62.48

	2016 Billing Rate Cost Plus Fee	
Classification/Role	Labor Rate actual and/or range	Loaded Rate 2.5 plus 10% (2.75)
Project Manager	\$92.59	\$254.61
Sr. Engineering Geologist	\$65	\$178.75
Sr. Project Engineer (QA QC- Eng. Manager)	\$67.1	\$184.53
Sr. Project Engineer	\$53 - \$61	\$145.75 - \$167.75
Project Engineer	\$43 - \$50	\$118.25 - \$137.5
Field Engineer	\$44 - \$50	\$ 121 - \$137.5
Lab Technician/@Materials Tester	\$32 - \$44	\$88 - \$121
Sr. Staff Engineer/PE	\$33 - \$35	\$90.75 - \$96.25
Staff Engineer	\$28 - \$34	\$ 77 - \$93.5
Draftsperson	\$34 - \$36	\$93.5 - \$99

The rates may be changed based on annual escalations and are valid for the year specified.

Loaded Rates are calculated based on:

42.27% Labor Fringes

107.73% Gen. Admin. & Overhead

150% Total Overhead

10% Fee

2.75 Total Multiplier

@ Prevailing Wage will apply as per DIR requirements & will be calculated on a project specific basis.

EXHIBIT C-1  
HOURLY RATE SCHEDULE

**Y&C Transportation Consultants, Inc.**  
**2016 Billing Rates**

Engineer XII	\$203-\$226/hr
Engineer XI	\$181-\$203/hr
Engineer X	\$158-\$181/hr
Engineer IX	\$140-\$158/hr
Engineer VIII	\$131-\$140/hr
Engineer VII	\$120-\$131/hr
Engineer VI	\$109-\$120/hr
Engineer V	\$97-\$109/hr
Engineer IV	\$84-\$97/hr
Engineer III	\$72-\$84/hr
Engineer II	\$64-\$72/hr
Engineer I	\$59-\$64/hr
Technician IV	\$57-\$80/hr
Technician III	\$45-\$57/hr
Technician II	\$38-\$45/hr
Technician I	\$34-\$38/hr
Clerk III	\$45-\$80/hr
Clerk II	\$38-\$45/hr
Clerk I	\$34-\$38/hr

The billing rates are subject to change at the beginning of each year.  
The billing rate is based on a 1.047 overhead multiplier plus 10% fee.

**MISCELLANEOUS COSTS**

Reimbursables (Printing and Materials, Express Mail and Delivery Expenses, Filing Fees, Parking and Field Expenses) will be billed at cost.

Auto Mileage will be billed at current IRS rate.



EXHIBIT C-1  
HOURLY RATE SCHEDULE

**Schaaf & Wheeler**  
**Fully Loaded Hourly Rate by Classification**

Labor Classification	Hourly Salary	Overhead Multiplier	Professional Fee % (Profit)	Fully Loaded Hourly Rate
Project Manager	\$71.51	186.0%	10%	\$225.00
Project Engineer	\$62.00	186.0%	10%	\$195.07
Senior Engineer	\$55.00	186.0%	10%	\$173.04
Associate Engineer	\$44.50	186.0%	10%	\$140.01
Assistant Engineer	\$40.00	186.0%	10%	\$125.85
Designer	\$35.00	186.0%	10%	\$110.12
Junior Engineer	\$32.50	186.0%	10%	\$102.25
Technician	\$25.00	186.0%	10%	\$78.66

Indirect % of Direct Labor Calculations\*

Indirect Labor Percentage Calculations		
Employee & Fringe Benefits (1)	36.8%	
Vacation, Sick, Holiday	11.2%	
Benefit Insurance	6.5%	
Payroll Tax	8.7%	
PST Contribution	9.6%	
Workers Comp	0.8%	
General Overhead Expense (2)	149.2%	
Rent and Maintenance	24.6%	
Office Expenses	8.7%	
Supplies	2.8%	
Automobile	2.2%	
Travel	1.6%	
Taxes & Licenses	0.3%	
Legal & Accounting	2.5%	
Prof Dues & Training	2.0%	
Corporate Insurance	4.5%	
Depreciation	6.3%	
General Administration	92.1%	
Miscellaneous	1.6%	
Total Indirect Cost (1)+ (2)	186.0%	<-- Indirect Cost used for Multiplier

\*Modified categories to match Federal DCAA Audit for Schaaf & Wheeler



**CM CARLSON MANAGEMENT, INC.**  
RATE INFORMATION

Bill Carlson, PE

- Direct Rate: \$81.00/Hour
- Multiplier: 2.02
- Fee: 10%
- Loaded Rate: \$179.98/HR
- Labor Rate increase at 3% per calendar year
- ODCs as requested: At cost plus 5% markup

# David J. Powers & Associates, Inc

## Fee Schedule

### U.S. 101/Adobe Creek Bike/Ped Overcrossing Project

Classification	Actual Hourly Rate		Overhead		Fully Burdened Hourly Rate	
	Min	Max	Multiplier	Fee	Min	Max
Principal Project Manager	\$ 61.00	\$ 87.00	200.74%	10.00%	\$ 201.80	\$ 287.81
Senior Project Manager	\$ 50.00	\$ 53.00	200.74%	10.00%	\$ 165.41	\$ 175.33
Project Manager	\$ 34.00	\$ 47.00	200.74%	10.00%	\$ 112.48	\$ 155.48
Associate Project Manager	\$ 27.00	\$ 40.00	200.74%	10.00%	\$ 89.32	\$ 132.33
Assistant Project Manager	\$ 25.00	\$ 31.00	200.74%	10.00%	\$ 82.70	\$ 102.55
Researcher	\$ 23.00	\$ 26.00	200.74%	10.00%	\$ 76.09	\$ 86.01
Graphic Artist	\$ 25.00	\$ 28.00	200.74%	10.00%	\$ 82.70	\$ 92.63

\*Charge Rates Applicable October 1, 2015 - September 30, 2016

(Charge Rate revisions will be submitted in October of each year.)

## EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.
- II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
  - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED  
INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT

ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

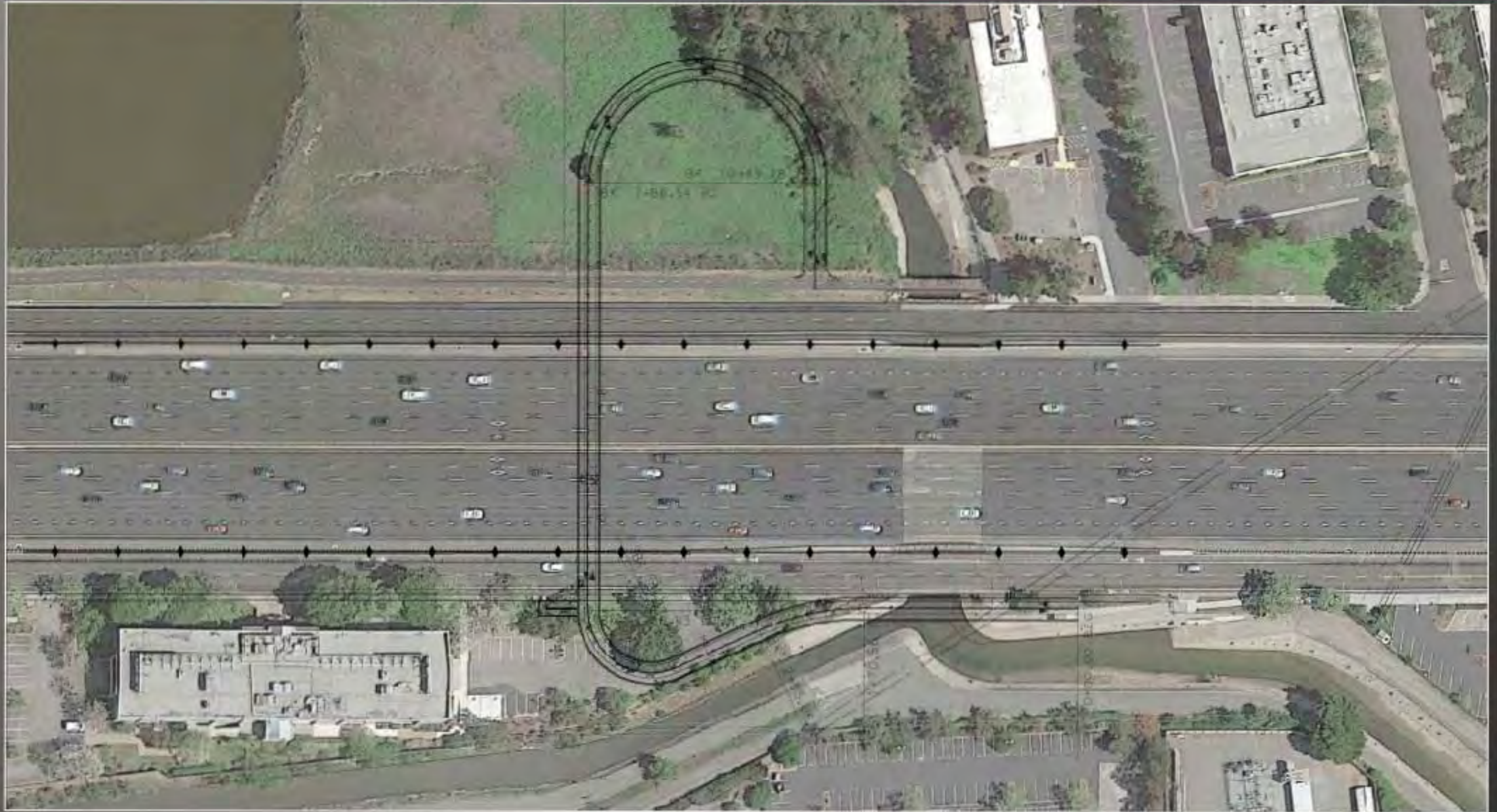
1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE EMAILED TO:**

**[InsuranceCerts@CityofPaloAlto.org](mailto:InsuranceCerts@CityofPaloAlto.org)**

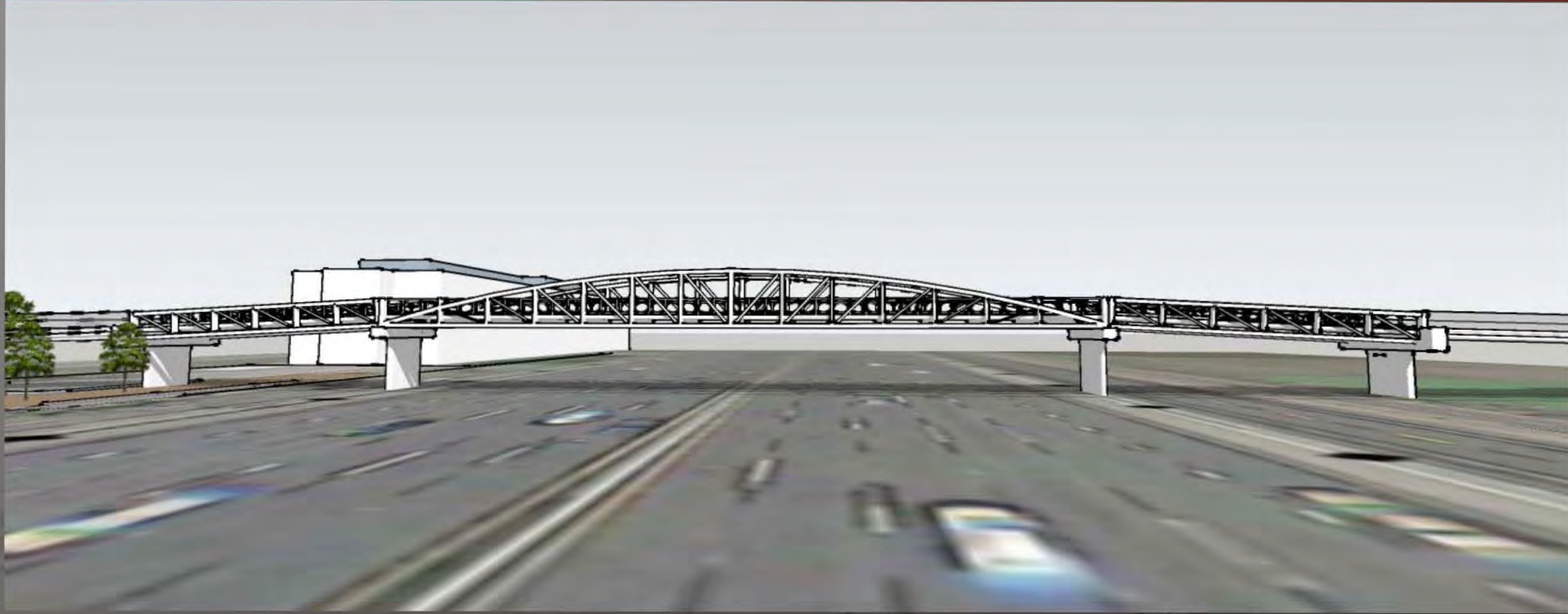


# Baseline Layout





# Baseline Renderings/Examples







OFFICE OF THE CITY MANAGER

CITY OF  
**PALO  
ALTO**  
250 Hamilton Avenue, 7th Floor  
Palo Alto, CA 94301  
650.329.2392

March 22, 2016

Mr. Dave Cortese, Chair  
Metropolitan Transportation Commission  
101 8<sup>th</sup> Street  
Oakland, CA 94607

**Re: City of Palo Alto US-101/Adobe Creek Bicycle and Pedestrian Bridge – STIP Funding**

Dear Mr. Cortese:

In anticipation of the 2016 State Transportation Improvement Program (STIP) hearing this month, we humbly request that the allocation of \$4,350,000 in construction funding for the City of Palo Alto US-101/Adobe Creek Bicycle and Pedestrian Bridge be programmed in STIP Fiscal Year 17-18. This project is a model for effective state, local and private partnerships, as the \$4,350,000 in STIP funds will be used to match \$4,000,000 in previously authorized county funds and \$4,650,000 in city funds. Google Inc. has also been working very closely to support this project. To date, Google has partnered with the city in planning efforts for the project and committed to provide the needed right-of-way, and Google is considering additional efforts.

This project has already absorbed substantial cost increases, due to delays in preparing environmental studies and an extensive public involvement process. We cannot afford to postpone this project any longer. The City of Palo Alto has been working diligently to begin construction on this project in early 2018, and the current schedule is necessary for the following reasons:

- The \$4,000,000 in county funds may be reprogrammed if this project is not completed as currently scheduled.
- Several locally-funded bicycle boulevards and enhanced bikeways, which will link cyclists directly to the US-101/Adobe Creek Bicycle and Pedestrian Bridge, will be constructed in 2017.
- The seasonal undercrossing at this location already sees over 43,000 annual bicycle and pedestrian trips, and it is only open for about six months per year. This project will help the state, region and city meet their aggressive vehicle miles traveled and greenhouse gas emissions goals by increasing the active transportation mode share significantly.

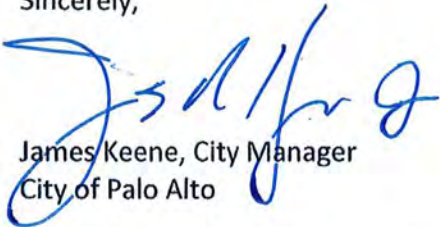
The goal of this project is to provide year-round bicycle and pedestrian access between Palo Alto, Stanford University, San Francisco Bay Trail, Baylands recreational areas, and large job centers east of US 101. An existing bicycle and pedestrian overcrossing at Oregon Expressway is approximately 1.4 miles north and is inconvenient for active transportation users who live in south Palo Alto and commuters to the Google and Facebook campuses.



CityOfPaloAlto.org

We support the continued funding of this project through the STIP, and request that the construction funding be programmed in STIP Fiscal Year 17-18.

Sincerely,



James Keene, City Manager  
City of Palo Alto



John Igoe, Director of Real Estate  
Google Inc.

cc: Jason Baker, California Transportation Commission  
John Ristow, Santa Clara Valley Transportation Authority  
Members of the Metropolitan Transportation Commission  
Members of the local legislative delegation  
Members of the Palo Alto City Council





OFFICE OF THE CITY MANAGER

CITY OF  
**PALO  
ALTO**  
250 Hamilton Avenue, 7th Floor  
Palo Alto, CA 94301  
650.329.2392

March 22, 2016

Mr. Bob Alvarado, Chair  
California Transportation Commission  
1120 N Street, Room 2221 (MS-52)  
Sacramento, CA 95814

**Re: City of Palo Alto US-101/Adobe Creek Bicycle and Pedestrian Bridge – STIP Funding**

Dear Mr. Alvarado:

In anticipation of the 2016 State Transportation Improvement Program (STIP) hearing this month, we humbly request that the allocation of \$4,350,000 in construction funding for the City of Palo Alto US-101/Adobe Creek Bicycle and Pedestrian Bridge be programmed in STIP Fiscal Year 17-18. This project is a model for effective state, local and private partnerships, as the \$4,350,000 in STIP funds will be used to match \$4,000,000 in previously authorized county funds and \$4,650,000 in city funds. Google Inc. has also been working very closely to support this project. To date, Google has partnered with the city in planning efforts for the project and committed to provide the needed right-of-way, and Google is considering additional efforts.

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[CityOfPaloAlto.org](http://CityOfPaloAlto.org)

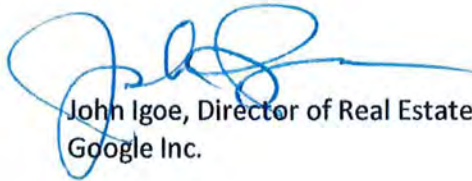
Printed with soy-based inks on 100% recycled paper processed without chlorine.

We support the continued funding of this project through the STIP, and request that the construction funding be programmed in STIP Fiscal Year 17-18.

Sincerely,



James Keene, City Manager  
City of Palo Alto



John Igoe, Director of Real Estate  
Google Inc.

cc: Carl Guardino, California Transportation Commission  
John Ristow, Santa Clara Valley Transportation Authority  
Members of the California Transportation Commission  
Members of the local legislative delegation  
Members of the Palo Alto City Council



April 7, 2016

Mr. Joshua Mello  
Chief Transportation Official  
City of Palo Alto  
Palo Alto City Hall - 5th Floor  
250 Hamilton Avenue  
Palo Alto, CA 94301

**Subject: 2016 State Transportation Improvement Program (STIP) Revision**

Dear Mr. Mello,

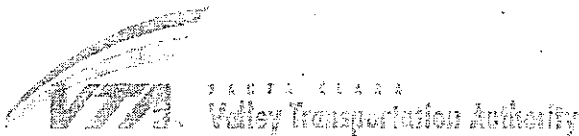
This letter is intended to keep you abreast of VTA's actions with regards to the City's Adobe Creek Bridge project and the State's ongoing revisions to the 2016 STIP. As you are aware, the project is one of the ten projects that the Metropolitan Transportation Commission has identified to the California Transportation Commission (CTC) for potential delay beyond the 2016 STIP period. The CTC is expected to publish the list of projects that it proposes to delay and/or deprogram list in late April 2016, and to adopt its program at the May 18/19 meeting in Stockton.

The VTA Board has committed to program One Bay Area Grant (OBAG) funds to replace the STIP funding if the CTC deprograms the project or delays it beyond the 2016 STIP period. The VTA Board took this action at its' March 3, 2016 meeting. A copy of that memorandum is attached to this letter. Please feel to contact me or Marcella Rensi for any additional information that you need about the project.

Sincerely,



John H. Ristow  
Director, Planning and Program Development



Date: February 23, 2016  
 Current Meeting: March 3, 2016  
 Board Meeting: March 3, 2016

**BOARD MEMORANDUM**

**TO:** Santa Clara Valley Transportation Authority  
 Board of Directors

**THROUGH:** General Manager, Nuria I. Fernandez

**FROM:** Director of Planning and Program Development, John Ristow

**SUBJECT:** Adopt Revised 2016 State Transportation Improvement Program for Santa Clara County

APPROVED ACCEPTED ADOPTED AMENDED DEFERRED REVIEWED  
 Santa Clara Valley Transportation Authority  
 Board of Directors

BY: [Signature]  
 DATE: 3/3/16

Policy-Related Action: No

Government Code Section 84308 Applies: No

**ACTION ITEM****RECOMMENDATION:**

Adopt a revised 2016 STIP Program based on the priorities discussed in the memorandum.

**BACKGROUND:**

The State Transportation Improvement Program (STIP) is a 5-year rolling projection of the revenues that the State of California expects to be available to the State for transportation. The STIP is updated every two years, in even numbered years, and adopted by the California Transportation Commission (CTC). We are in the 2016 cycle. Caltrans is responsible for developing the Fund Estimate, which sets the target of available programming capacity for each county.

By State statute, the CTC first determines how much of the funding will be directed to the State Highway Operations and Protection Program (SHOPP) and the balance goes to the STIP. The STIP has two components: (1) Regional; and (2) Interregional Programs. State statute directs that 75% of the funds are prioritized by the Regional Transportation Planning Agencies (RTPAs). Each county receives a "County Share" based on a formula composed of population and lane mileage. This is called the Regional Improvement Program (RIP). RIP funds may be used for roadway and transit capacity expansion projects. Caltrans sets the priorities for the remaining 25%, which is called the Interregional Improvement Program (IIP).

MTC is the nine-county Bay Area's RTPA. MTC has delegated RIP programming priorities to each county's respective Congestion Management Agency (CMA). Santa Clara's CMA is VTA, and the VTA Board of Directors is therefore responsible for prioritizing RIP investments with

Santa Clara County's share.

The 2016 STIP covers state fiscal years 2016 through 2021. The CTC adopted a STIP Fund Estimate in August 2015. There was no new programming capacity available to the regions in the August estimate due to decreases in the price-based fuel excise tax to that point. The VTA Board adopted a 2016 STIP program that re-affirmed prior STIP commitments, but with no new programming on October 1, 2015.

Unfortunately, the price-based fuel excise tax has continued to decline since August. Caltrans has adjusted its 5-year projections for the 2016 STIP accordingly, and on January 21, 2016, the CTC adopted a revised 2016 Fund Estimate. This revised 2016 STIP Fund Estimate has approximately \$750 million less funding available than the cost of the projects already programmed in the STIP. The CTC has directed the RTPAs, including MTC, to submit 2016 RIPs that collectively remove at least that amount of funding from the STIP and reschedule the remaining projects to the years within the 5-year period that funding is projected to be available. If the RTPAs are unable to achieve this on their own, the CTC will select which projects will be deleted. Attachment A is a January 27, 2016 letter from the CTC to the California State Legislature making them aware of the CTC's actions.

#### **DISCUSSION:**

MTC has directed each of the nine Bay Area CMA's to revisit their previously adopted 2016 STIP programs and submit new Board-adopted 2016 STIP programs with projects identified for deletion by the end of February 2016.

It's unclear how much Santa Clara's or the Bay Area's target is for STIP deletion. VTA staff recommends that the Board prioritize STIP projects as follows, should programming need to be deleted:

<b><u>Priority</u></b>	<b><u>Project</u></b>	<b><u>Current STIP Programming</u></b>
1	Planning Programming & Monitoring Funds	\$ 3,094,000
2	Soundwalls on I-680, Mueller to Capitol	\$ 4,361,000
3	BART Extension to Santa Clara (SVSX)	\$14,672,000
4	St. John Street Multimodal Improvements	\$ 1,500,000
5	Pedestrian/Bicycle Bridge over US-101 at Adobe Creek	\$ 4,350,000

*Planning, Programing & Monitoring Funds:* These funds support VTA and MTC's planning activities and administration of the STIP program. There is no alternative source of funding. VTA staff recommends that the Board make these first priority to retain.

*Soundwalls on I-680, Capitol to Mueller:* VTA has begun environmental clearance and design of these walls with previously allocated STIP funds and Vehicle Registration Fee (VRF) funds programmed by the VTA Board of the Director. The balance of the STIP funding is for final design, right-of-way and construction. VTA does not have an alternative source of funding for this project and would recommend reprogramming it in the STIP at the earliest opportunity if it

should be de-programmed.

*BART Extension from Berryessa to Santa Clara:* These funds were programmed as part of an exchange with the Measure A program which freed local funds to be used to design the Express Lane system. If the funds are deprogrammed, the VTA Board will need to re-program them at the earliest opportunity.

*St John Street Multimodal Improvements:* The City of San Jose is currently completing design for this project, and expects to go to construction in the summer of 2016. If this project is de-programmed from the STIP, VTA staff would recommend reprogramming it in the second One Bay Area Grant (OBAG) cycle. The project will be delayed by these actions.

*Pedestrian/Bicycle Bridge over US-101 at Adobe Creek:* The City of Palo Alto is in the environmental clearance stage. The project has been delayed several years to allow for robust community input and avoid conflicts with other construction on US 101 in the same area. If this project is deleted from the STIP, VTA staff would recommend reprogramming it in the second OBAG cycle. The project is unlikely to be delayed by these actions.

#### ALTERNATIVES:

The VTA Board of Directors may adopt other priorities.

#### FISCAL IMPACT:

If Planning, Programming & Monitoring funds are deprogrammed or rescheduled, this will reduce revenues available to fund the FY17 Congestion Management Program Work Plan which may result in a reduction of planned activities. Deprogramming of any of the remaining projects would require either future reprogramming in the STIP or reprogramming to another grant source in order to complete the projects.

#### STANDING COMMITTEE DISCUSSION/RECOMMENDATION:


The Congestion Management Planning & Programming (CMPP) Committee heard and discussed this item at its February 18, 2016 meeting. The Committee elevated the soundwall project to second priority based on lack of potential replacement funding and approved the revised prioritization for consideration by the full VTA Board of Directors. The revised priorities are reflected in this memorandum.

Prepared by: Marcella Rensi  
Memo No. 5441

#### ATTACHMENTS:

- CTC-2016STIP.pdf (PDF)

I certify that the foregoing Instrument is a true and exact copy of the original on file in the Secretary of the Board of Director's office.

  
Date 4/8/16

LUCETTA DUNN, Chair  
BOB ALVARADO, Vice Chair  
DARIUS ASSEMI  
YVONNE B. BURKE  
JAMES EARP  
JAMES C. GHIEMMETTI  
CARL GUARDINO  
FRAN INMAN  
CHRISTINE KEHOE  
JAMES MADAFFER  
JOSEPH TAVAGLIONE

SENATOR JIM BEALL, Ex Officio  
ASSEMBLY MEMBER JIM FRAZIER, Ex Officio

Will Kempton, Executive Director

STATE OF CALIFORNIA

EDMUND G. BROWN Jr., Governor



## CALIFORNIA TRANSPORTATION COMMISSION

1120 N STREET, MS-52  
SACRAMENTO, CA 95814  
P. O. BOX 942873  
SACRAMENTO, CA 94273-0001  
FAX (916) 653-2134  
(916) 654-4245  
<http://www.catc.ca.gov>

### State Transportation Funding Crisis Continues to Worsen

January 27, 2016

Members, California State Legislature:

This letter is to inform you of recent actions by the California Transportation Commission (Commission) that will reduce funding for state transportation projects by three-quarters of a billion dollars over the next five years. On top of an already significant shortfall in funding for repairs to our existing system, the Commission recently approved a reduced estimate of \$754 million to the funds expected to be available over the five-year State Transportation Improvement Program (STIP) period. This means that in addition to no new projects for the upcoming STIP, programmed projects must be deleted or delayed. The effect of this reduction on the state's transportation system will be nothing short of catastrophic. Attached is a list of those projects that may be delayed or removed from the new STIP in each legislative district.

The Commission strongly urges legislators to work together to develop a compromise that will result in a significant down payment on our transportation infrastructure needs and provide for meaningful reforms to the state's transportation program. Failure to act and to act quickly will have serious consequences for the future of California.

Sincerely,

LUCETTA DUNN  
Chair

BOB ALVARADO  
Vice Chair

DARIUS ASSEMI  
Member

YVONNE B. BURKE  
Member

JAMES EARP  
Member

JAMES C. GHIEMMETTI  
Member

CARL GUARDINO  
Member

FRAN INMAN  
Member

CHRISTINE KEHOE  
Member

JAMES MADAFFER  
Member

JOSEPH TAVAGLIONE  
Member



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Attachment A

CMPP Item #\_\_, February 18, 2016  
VTA Board Item #\_\_, March 3, 2016

Honorable Members of the California State Legislature  
January 27, 2016  
Page 2 of 2

c: Brian Kelly, Secretary, California State Transportation Agency  
Malcolm Dougherty, Director, California Department of Transportation  
Executive Directors, Metropolitan Planning Organizations  
Executive Directors, Regional Transportation Planning Agencies  
Matt Cate, Executive Director, California State Association of Counties  
Chris McKenzie, Executive Director, League of California Cities



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CMPP Item #\_\_, February 18, 2016  
VTA Board Item #\_\_, March 3, 2016CALIFORNIA TRANSPORTATION COMMISSION  
State Transportation Improvement Program (STIP)  
Projects at Risk for STIP Deletion or Delay

County	Route	Project Title		Total	Assembly District(s)	Senate District(s)
				Programmed (\$ thousands)		
Alameda	rail	Daly City BART Station Intermodal Improvements	*	200	19	11
Alameda	84	East-West Connector in Fremont	*	12,000	20	10
Alameda/Contra Costa	680	Freeway Performance Initiative, Phase 2	*	4,000	20,27	10,15
Alameda/Contra Costa	rail	BART Station Modernization Program	*	16,726	15,16	7,9
Alameda/Santa Clara	rail	Oakland to San Jose Double Track, Segment 2A	*	7,000	18,20, 27,28	9,10,15
Alpine	loc	Hot Springs Creek Bridge Replacement		265	71	38
Alpine	loc	Hot Springs Road Reconstruction		340	71	38
Amador	88	Pine Grove Improvements	*	3,951	5	8
Butte	loc	Midway Bridges Across Butte Creek, Replacement	*	1,499	3	4
Butte	70	Passing Lanes, Cox-Palermo, Segment 2	*	3,000	3	4
Butte	70	Passing Lanes, Palermo-Ophir, Segment 1	*	22,400	3	4
Calaveras	4	Wagon Trail Expressway	*	5,235	5	8
Calaveras	4	Wagon Trail Expressway (Programmed in Alpine)		1,400	5	8
Colusa	loc	Citywide, Various Locations, Rehabilitation and Pedestrian Safety		700	3,4	4
Contra Costa	rail	Walnut Creek BART TOD Intermodal Project	*	5,300	16	7
Contra Costa	rail	Hercules Railroad Station Building	*	5,100	15	9
Contra Costa	80	Central Ave Interchange, Phase 2 (Local Road Realign.)	*	2,000	15	9
Contra Costa	loc	Kirker Pass Rd, North Bound Truck Climbing Lane	*	2,650	14	7
Contra Costa	680	Southbound HOV Gap Closure, N Main-Livorna Road	*	15,557	16	7
Contra Costa	80	San Pablo Dam Road Interchange, Phase 2	*	9,200	15	9
Contra Costa	680	Route 4 Interchange, Widen Route 4, Phase 3	*	36,610	14	7
El Dorado	50	W Placerville Interchanges, Ray Lawyer Dr Interchange, Phase 2	*	5,542	7	1
Fresno	41	Excelsior Expressway, Widen to 4 Lanes	*	2,142	31	14
Fresno	180	New freeway, Segment 3: Smith Ave-Frankwood Ave	*	49,400	23	8,14
Glenn	loc	Lassen Street, Sycamore-Wood St, Reconstruction		503	3	4
Glenn	loc	County Roads 306-200-305, Rehabilitation		1,050	3	4
Glenn	loc	Sixth Street, South City Limit-North City Limit, Rehab.		350	3	4
Glenn	loc	Tehama Street, UPRR-Woodward Ave, Reconstruct		750	3	4
Glenn	loc	Road M 1/2, Route 32-Bryant Street, Reconstruct		630	3	4
Humboldt	101	Eureka-Arcata Corridor Improvement		30,000	2	2
Humboldt	loc	Highland and Koster Rehabilitation		400	2	2
Humboldt	loc	Hawthorne, Felt & 14th Street Rehabilitation		400	2	2
Humboldt	101	Eureka-Arcata Corridor-Mitigation		3,000	2	2
Imperial	8	Imperial Avenue Interchange, Reconstruct	*	33,650	56	40
Inyo	395	Olancho-Cartago 4-Lane Expressway		88,500	26	8
Inyo	loc	Seibu Lane, Paiute Reservation-Schools, Bike Path		480	25	8
Inyo	395	Olancho-Cartago Archaeological Pre-Mitigation		5,000	26	8
Kern	58	Westside Parkway Connector	*	33,001	34	16
Kern	46	Widen to 4 Lanes, Segment 4A, Lost Hill Rd-East of I-5	*	4,100	32	16
Kern	14	Kern, Freeman Gulch Widening, Segment 1	*	31,088	34	16
Kern	14	Kern, Freeman Gulch Widening, Segment 2	*	7,610	34	16
Kings	198	12th Avenue Interchange, Hanford, Landscaping		1,376	32	14
Lake	29	Widen to 4 Lanes, Segment 2C	*	24,027	4	2
Lake	loc	Lakeport Blvd at S. Main St, Improve Intersection	*	194	4	2
Lake	loc	S. Main Street, Lakeport-Route 175, Widen, Bike Lane	*	4,369	4	2
Lake	loc	Soda Bay Road, Route 175-Manning Creek, Widen, Bike Lane		662	4	2
Lassen	loc	County Rehab B (Pumpkin Center, Ash Valley Roads)	*	1,950	1	1

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Attachment A

CMPP Item # February 18, 2016  
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County	Route	Project Title	Total Programmed (\$ thousands)	Assembly District(s)	Senate District(s)
Lassen	loc	City Street Rehabilitation	1,846	1	1
Lassen	loc	City Street Rehabilitation	955	1	1
Lassen	loc	City Street Rehabilitation	956	1	1
Lassen	loc	City Street Rehabilitation	2,320	1	1
Lassen	loc	Beaver Creek Bridge #7C-82 (Hwy Bridge Program Match), Replace *	254	1	1
Lassen	loc	Center Road, Route 395-Johnstonville Road, Reconstruct	2,890	1	1
Lassen	loc	New Main Street-Johnstonville Road Connection	100	1	1
Lassen	loc	Skyline Road East/Extension, Phase 2	3,900	1	1
Los Angeles	gsep	Burbank Airport/Rail Station Pedestrian Grade Separation *	7,000	43	25
				41,48,49,	
Los Angeles	rail	Light Rail Vehicles *	102,400	51,53,54,	22,24,25,
				59,62,63,	26,30,32,
				64,70	33,35
Los Angeles	138	Widening Segment 6, 87th Street E-96th Street E *	13,700	36	21
Los Angeles	138	Widening Segment 13, 190th Street E-Route 18 *	41,900	36	21
Madera	99	Madera, Ave 12-Ave 17, Widen to 6 Lanes *	5,845	5	12
Madera	99	South of Madera, Ave 7-Ave 12, Widen to 6 Lanes *	3,000	5	12
Marin	loc	Parkade Area Circulation Improvements	255	10	2
Mariposa	loc	Silva Road, Post Miles 10-11.092, Rehabilitation	531	5	8
Mariposa	loc	Triangle Road, Post Miles 11.8-14.11, Rehabilitation	838	5	8
Mariposa	loc	Merced Falls Road, Post Miles 10.00-12.50, Rehab., Phase 1	912	5	8
Mariposa	loc	Ben Hur Road, Post Miles 15.00-18.50, Reconstruction	1,115	5	8
Mendocino	loc	Laytonville, Branscomb Road, Multi-Use Bridge	385	2	2
Mendocino	bus	Revenue Vehicle Replacements, Six (6) *	88	2	2
Mendocino	loc	Gobbil Street/Waugh Lane Intersection, Traffic Signal	532	2	2
Mendocino	loc	Low Gap Road/N. Bush Street Intersection, Roundabout	703	2	2
Mendocino	loc	Ukiah Downtown Streetscape Improvements, Phase 1	1,155	2	2
Mendocino	101	N. State St Interchange Improvements, Roundabout, Phase 1	468	2	2
Mendocino	1	(Main St) Bike & Pedestrian Access Improvements	1,485	2	2
Mendocino	101	Willits Bypass Relinquishment *	3,442	2	2
Mendocino	101	Sherwood Road-Geometric Upgrade *	3,500	2	2
Mendocino	loc	East Side Potter Valley Road, Rehabilitation, Phase 1 *	3,150	2	2
Merced	99	Livingston 6-Lane Widening, Northbound and Southbound *	2,070	21	12
Merced	99	Livingston 6-Lane Widening, Southbound	34,250	21	12
Modoc	loc	County Road 55, Route 395-County Road 247A, Rehab. *	75	1	1
Modoc	loc	Pedestrian Improvements Alturas Central Business District	942	1	1
Modoc	loc	Oak and Juniper Streets, From Route 299 to 19th Street, Rehab.	890	1	1
Modoc	loc	County Road 87, in Adin, Route 299-County Road 91, Rehab.	632	1	1
Modoc	loc	County Road 111, Route 139-County Road 108, Rehab.	687	1	1
Modoc	loc	Alturas, on East Street, Modoc Street-4th street, Rehab.	962	1	1
Modoc	loc	County Road 114, Route 139-County Road 101, Rehab.	407	1	1
Modoc	loc	County Road 272, Lassen-Modoc Co Line to Day Road, Rehab.	196	1	1
Mono	loc	Meridian Roundabout and Signal Relocation	2,610	5	8
Mono	203	(W Minaret Rd), Sidewalk & Safety	575	5	8
Mono	loc	Airport Road, Rehabilitation	1,273	5	8
Mono	loc	Countywide Preventive Maintenance Program	1,100	5	8
Monterey	rail	Capitol Corridor Extension - Kick Start *	18,856	29,30	12,17
Monterey	1	Operational Improvements, Carmel *	3,000	29,30	12,17
Monterey	rail	Coast Daylight/Caltrain Track Improvements *	300	29,30	12,17
Monterey	bus	Monterey Salinas Transit Buses	2,000	29,30	12,17
Monterey	loc	Imjin Road Widening to 4 Lanes *	1,650	29,30	12,17

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Attachment A

CMPP Item # \_\_, February 18, 2016  
VTA Board Item # \_\_, March 3, 2016

County	Route	Project Title	*	Total	Assembly	Senate
				Programmed (\$ thousands)	District(s)	District(s)
Monterey	101	South County Frontage Roads	*	5,000	29,30	12,17
Monterey	68	Corral de Tierra Intersection	*	1,700	29,30	12,17
Monterey	156	4-Lane Expressway, Castroville-Prunedale	*	28,000	29,30	12,17
Napa	loc	Devlin Road & Vine Trail Extension	*	1,665	4	3
Napa	loc	Eucalyptus Drive Extension	*	1,154	4	3
Napa	loc	California Avenue Roundabouts	*	1,070	4	3
Napa	128	Petrified Forest Road Intersection Improvements	*	475	4	3
Napa	loc	Hopper Creek Pedestrian Path, Oak Circle-Mission	*	500	4	3
Napa	loc	Airport Boulevard Rehabilitation	*	1,332	4	3
Nevada	49	La Barr-McKnight Widening	*	3,000	1	4
Orange	rail	Passing Siding, Laguna Niguel-San Juan Capistrano	*	3,000	73	36
Orange	5	Widening, Segment 1, Route 73-Oso Parkway	*	78,949	73	36
Orange	5	HOV Lane Buffer Removal/Continuous Access, Route 57-Route 91	*	3,600	65,69	29,32,34
Orange	57	Lambert Road Interchange Improvements	*	22,100	55	29
Orange	405	Auxiliary Lane Southbound, University-Route 133	*	15,851	74	37
Orange	5	HOV Lanes, Route 55-Route 57	*	36,262	69	34
Placer	rail	Sacramento-Roseville Track Improvements	*	3,000	6	1,4
Plumas	loc	Graeagle-Johnsonville Road Reconstruction	*	2,327	1	1
Plumas	loc	North Loop, Phase 1	*	2,581	1	1
Riverside	loc	CV Link, Palm Springs-Coachella, Multi-Use Path, Phase 1	*	2,000	42,56	28
Riverside	15	French Valley Parkway Interchange	*	41,545	75	28
Riverside	60	Truck Climb/Descend Lanes with Shoulders	*	31,555	42,61	23,31
Riverside	215	Southbound Connector (SHOPP)	*	8,975	67	24
Sacramento	loc	Grant Line Road, Waterman-Mosher, Widen, Signals	*	3,800	9	6
Sacramento	loc	ITS Master Plan, Phase 4 Implementation	*	2,312	9	6
Sacramento	loc	Green Valley Road, E. Natoma-Sophia, Widen, Bike	*	3,000	6,7	1
Sacramento	loc	Zinfandel Drive, Olson Dr-White Rock Rd, Improvements	*	700	8	4
Sacramento	loc	14th Avenue Extension, Power Inn-Florin Perkins	*	4,008	7	6
Sacramento	loc	Hazel Avenue, Sunset-Madison, Widen, Signals	*	7,000	6	1
Sacramento	loc	Old Town Florin Streetscape Improvements, Phase 2	*	3,328	9	6
Sacramento	5	HOV Lanes/Soundwalls, Route 50-Laguna Blvd, Phase 1	*	2,000	7,9	6
Sacramento	bus	39 CNG Replacement Buses, Spare Parts	*	18,500	7,8,9	1,4,6
Sacramento	loc	Laguna Creek Trail - North Camden Spur	*	500	8	6
Sacramento	51	Northbound Transition Lane, E Street-Elvas, Close E Street Onramp	*	900	7	6
Sacramento	51	Ramp Meters at Various Locations on Routes 51, 80, 99	*	11,500	7	6
San Benito	156	4-Lane Expressway, San Juan Bautista	*	38,881	30	12
San Bernardino	10	HOV Lanes Haven Avenue-Ford Street	*	39,745	31,35	20,23
San Bernardino	210	Highland Avenue-San Bernardino Avenue, Widen	*	25,000	40	23
San Bernardino	58	4-Lane Expressway, Kramer Junction, Phase 1	*	155,095	34	18
San Bernardino	215	Mt Vernon/Washington Street Interchange Improvement	*	38,523	47	20
San Bernardino	215	Barton Interchange Reconstruction	*	22,611	47	20
San Diego	rail	Del Mar Bluffs Stabilization	*	2,000	78	39
San Diego	5	Soundwalls, Manchester Avenue-Route 78	*	36,000	76	36
San Diego	5	HOV Extension, Manchester Avenue-Route 78	*	49,000	76	36
San Francisco	loc	Chinatown Broadway Complete Streets, Phase 4	*	1,910	17	11
San Joaquin	99	Turner Road Interchange Operational Improvements	*	3,061	9	5
San Joaquin	120	McKinley Avenue, New Interchange	*	12,300	12	5
San Joaquin	loc	Stockton Avenue, 2nd Street-Doak Blvd, Widen	*	1,000	12	5
San Joaquin	rail	Stockton to Escalon Double Track, Segment 4	*	23,000	12,13	5
San Luis Obispo	101/46	Interchange Improvements, Phase 3 Roundabouts	*	1,100	35	17
San Luis Obispo	46	Cholame, Convert to 4-Lane Expressway	*	55,200	35	17

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Attachment A

CMPP Item # \_\_, February 18, 2016  
 VTA Board Item # \_\_, March 3, 2016

County	Route	Project Title	*	Total	Assembly District(s)	Senate District(s)
				Programmed (\$ thousands)		
San Luis Obispo	46	Wye, Convert to 4-Lane Expressway	*	19,100	35	17
San Luis Obispo	101	Brisco Road Interchange Improvements/Auxiliary Lane	*	6,624	35	17
San Mateo	loc	Countywide ITS Improvements		4,298	19,22,24	11,13
San Mateo	1	Operational Improvements, Pacifica, Calera Parkway, Phase 1	*	6,900	22	13
San Mateo	loc	El Camino Real Grand Boulevard Initiative	*	1,991	19	13
San Mateo	92/82	Interchange Improvements	*	5,000	22	13
San Mateo	92	Route 101 Interchange Improvements	*	23,839	22	13
San Mateo	101	Willow Road Interchange Reconstruction, Phase 1	*	17,399	24	13
Santa Barbara	rail	Siding Upgrade and Extension	*	12,450	37	19
Santa Barbara	217	Fowler and Ekwill Streets Extensions	*	11,372	37	19
Santa Barbara	101	Carpenteria Creek-Sycamore Creek, Widen	*	15,890	37	19
Santa Barbara	246	East of Lompoc, Widen, Landscaping	*	390	37	19
Santa Clara	101	Adobe Creek Bike/Pedestrian Bridge	*	4,350	24	13
Santa Clara	rail	BART Extension, Berryessa - Santa Clara	*	14,672	25,27,28	10,15
Santa Clara	680	Soundwall, Capitol - Mueller	*	4,361	25,27	10,15
Santa Cruz	1	Harkins Slough Road Interchange	*	7,340	30	17
Santa Cruz	1	Freeway Service Patrol	*	150	29	17
Santa Cruz	1	Mar Vista Bike/Pedestrian Overcrossing	*	6,064	29	17
Santa Cruz	loc	Monterey Bay Sanctuary Scenic Trail, Segment 7	*	805	29	17
Santa Cruz	loc	Monterey Bay Sanctuary Scenic Trail, Segment 18	*	950	30	17
Santa Cruz	loc	Airport Boulevard Improvements	*	1,195	30	17
Santa Cruz	loc	Cassery Road Bridge Replacement	*	125	29,30	17
Santa Cruz	1/9	Intersection Modifications	*	1,329	29	17
Santa Cruz	1	41st-Soquel Auxiliary Lanes, Bike/Pedestrian Bridge	*	4,000	29	17
Shasta	loc	Browning Street, Canby Road-Churn Creek Road, Complete Street	*	275	1	1
Shasta	loc	Sacramento River Trail to Downtown, Multiple Street Pedestrian Improv.	*	400	1	1
Shasta	5	Redding-Anderson, Knighton-Churn Creek Overcrossing, 6-Lanes		12,122	1	1
Sierra	loc	Smithneck Creek Road Rehabilitation		500	1	1
Sierra	89	Truck Pull-Outs	*	750	1	1
Sierra	loc	Smithneck Creek Bike Path		500	1	1
Siskiyou	loc	South Oregon Street, Lawrence-4H Way		867	1	1
Siskiyou	loc	Oregon Street, Miner Street-North End, Rehabilitation		597	1	1
Siskiyou	loc	Lincoln Road, Union Avenue, Angel Valley Road, Rehab.		785	1	1
Siskiyou	loc	Rehabilitate 6th & Ridgeview		497	1	1
Siskiyou	loc	Vista Drive Rehabilitation		1,795	1	1
Siskiyou	loc	Ream Avenue Rehabilitation		242	1	1
Siskiyou	loc	South 9th Street Rehabilitation		340	1	1
Siskiyou	loc	Overlay & Rehabilitation of Various Streets		812	1	1
Siskiyou	loc	Big Springs Road Rehabilitation, Phase 1		2,700	1	1
Siskiyou	loc	Dunsmuir Road Rehabilitation		188	1	1
Siskiyou	loc	California Street Rehabilitation		130	1	1
Siskiyou	loc	Howell Avenue Rehabilitation		370	1	1
Siskiyou	loc	Matthews & Carlock Streets Pedestrian Improvements		376	1	1
Siskiyou	loc	Mount Shasta Boulevard Rehabilitation		184	1	1
Siskiyou	loc	Ager Road Rehabilitation		1,650	1	1
Solano	loc	Jepson Parkway, Leisure Town Road, Commerce-Orange		9,360	11	3
Stanislaus	132	4-Lane Expressway, Dakota Ave-Route 99, Phase 1A	*	9,641	21	12
Stanislaus	108	Widen McHenry Avenue, Route 108-McHenry Bridge	*	4,100	12	5
Stanislaus	99	Pelandale Avenue Interchange Reconstruction	*	4,336	12	5
Sutter	loc	Replace 5th Street Feather River Bridge, Improve Approaches	*	17,415	3	4
Tehama	loc	Kirkwood Road Bridge, Jewett Creek	*	265	3	4

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CMPP Item # \_\_, February 18, 2016  
VTA Board Item # \_\_, March 3, 2016

6.10.a

Attachment A


County	Route	Project Title	Total		
			Programmed (\$ thousands)	Assembly District(s)	Senate District(s)
Tehama	loc	Baker Road at Brickyard Creek Bridge *	130	3	4
Tehama	99	Los Molinos Enhancements, Phase 3	1,200	3	4
Tehama	loc	99W, Glenn County Line to City of Corning	3,055	3	4
Tehama	loc	99W, Gyle to South Main at I-5 Overcross	2,950	3	4
Tehama	99	Grant Street, Route 99-Baily Rd, Los Molinos Enhancements, Phase 3	1,200	3	4
Trinity	loc	Wildwood Road Reconstruction, Segment 1 *	60	2	4
Trinity	loc	Lewiston Road No. 202, Postmiles 4.8-5.84, Rehabilitation	400	2	4
Trinity	299	Weaverville, Route 299-Coffee Creek, Turnouts *	850	2	4
Trinity	loc	Lewiston Road Bike/Pedestrian Lane *	331	2	4
Tulare	65	Align Road 204, Route 65-Route 198, 4 Lanes *	1,557	23	14,16
Tulare	99	Tulare, 6-lane Freeway, Prosperity Ave Interchange-Ave 200 *	4,000	23	16
Tulare	99	Tagus 6-Lane Southbound Widening	49,000	23	16
Tulare	99	Tagus 6-Lane Northbound Widening *	10,250	23	16
Tuolumne	loc	Mono Way Operational Improvements *	1,536	25	14
Tuolumne	108	Peaceful Oaks Road Interchange Ramps	8,311	25	14
Various	rail	Capitalized Maintenance (Capitol Corridor)	3,000		
Various	rail	Capitalized Maintenance (San Joaquin Corridor)	2,000		
Various	rail	Capitalized Maintenance (Surfliner)	2,000		
Various-MTC Region	80	Improved Bike/Ped Access to San Francisco Bay Bridge East Span *	15,000	18	9
Ventura	rail	Seacliff Siding Upgrade and Extension	7,870	37	19
Ventura	118	Widening, Los Angeles Avenue-Tapo Canyon Road	3,000	38,44	27
Ventura	101	HOV lanes, Moorpark Road to Route 33	14,000	37,44	19,27
Yolo	loc	Village Pkwy Extension, Stonegate-Pioneer Bluff bridge *	2,500	4,7	3,6
Yolo	loc	Mace Blvd Complete Street, Blue Oak-Cowell Blvd *	1,912	4,7	3,6
Yolo	loc	Third Street Improvements, A Street -B Street *	3,292	4,7	3,6
Yolo	loc	East Main Street Improvements, East St-Pioneer Ave *	580	4,7	3,6
Yuba	loc	Olivehurst Avenue Roundabout at Powerline/Chesnut *	717	3	4
Yuba	loc	Powerline Road Safe Route to School, 9th-15th, Phase 2 *	500	3	4
Total			2,004,014		

**NOTES:**

1. This list represents all STIP projects programmed in fiscal years 2016/17 through 2018/19 except Planning, Programming & Monitoring, and AB 3090 Reimbursement projects.
2. Projects in italics were proposed to be deleted from the STIP in the RTIPs and ITIP submitted to the Commission by December 15, 2015.
3. Route acronyms:  
 number = state highway  
 loc = local road  
 gsep = rail grade separation  
 rail = heavy or light rail project  
 bus = bus transit

\* These projects leverage other funds.

I certify that the foregoing instrument is a true and exact copy of the original on file in the Secretary of the Board of Director's office.

  
 Date 4/8/16

## CERTIFIED COPY

Attachment A

CMPP Item # \_\_, February 18, 2016  
VTA Board Item # \_\_, March 3, 2016

### Background Attachment:

The California Transportation Commission has a statutory responsibility to advise the Legislature on transportation policy matters. In our 2015 Annual Report, our primary recommendation to the Legislature was to approve additional funding to support the state's transportation program. This communication serves as a supplement to provide a clear and stark reminder of the magnitude of the program's funding shortfall and the urgent need to respond to this critical problem.

As stated previously, California faces a transportation funding crisis of significant and increasing proportions. We have underinvested in our transportation infrastructure for the past several decades and have failed to fund needed repairs to an aging and failing system that we rely on to move people and goods in this state. Further, we have little capacity to pay for necessary road, transit and rail improvements to meet the demands of a growing population and an expanding economy.

In his inaugural address last year, Governor Brown called attention to this problem and challenged the Legislature to respond. A number of bills were introduced in 2015 but little progress was made in moving this legislation. Over the summer, the Governor convened a special session for the purpose of resolving the issue, and, in late August, he proposed a plan of his own. The plan, subsequently incorporated into his 2016-17 budget proposal, includes new revenue and several reform measures sought by members of the Legislature. Over the fall, Legislative Leadership appointed a conference committee to consider solutions for addressing the funding shortfall.

Currently, there are two comprehensive bills pending in the Legislature (SB 1x1 by Senator Beall and AB 1591 by Assembly Member Frazier) along with the Governor's budget proposal. Each of these measures would provide more revenue and implement serious program reforms. The Governor and legislative authors are seeking a compromise for their proposals that can be supported by enough members to gain approval of a package that begins to address the state's crumbling transportation infrastructure.

While these proposals are appropriately focused on repairing our failing transportation facilities, the programmatic vehicle used to fund other state transportation projects is broken. The Commission previously advised you of the annual gas tax swap adjustment and how it affects the State Transportation Improvement Program (STIP, for short). The requirement for yearly adjustments created by the swap seriously exacerbates the funding picture by reducing transportation revenue at a time when we need to increase investment in our mobility system.

As the Commission considers the upcoming five-year STIP for 2016, the effect of this swap mechanism on a portion of the existing gas tax has been nothing short of catastrophic. As a result of reduced revenue due to the swap, a whopping \$876 million in 2015 alone, the 2016 Fund Estimate adopted by the CTC in August included virtually no money for new projects in the updated program. Now, the Department of Finance is estimating a further reduction in the excise tax for the coming year and that has prompted Caltrans to prepare a revised fund estimate reflecting the additional decline in revenue. The Commission adopted these revisions at its January meeting.

CERTIFIED COPY

CMPP Item # \_\_, February 18, 2016  
VTA Board Item # \_\_, March 3, 2016

Attachment A

6.10.a

The revised estimate shows a negative programming capacity of more than \$750 million over the five-year STIP period. This means that in addition to no new projects for the upcoming STIP, existing projects already programmed must be deleted. To put this into context, the 2014 STIP included \$4.7 billion in programmed projects. The 2016 STIP will likely include only \$3.2 billion or less in programmed projects, and, in addition to deleting planned projects, it will be necessary to move many projects into the outer years of the five-year plan. The attached is a list of those projects that may be delayed or removed from the new STIP.

All three of the funding proposals before the Legislature include provisions to remedy the impact of the yearly swap adjustment on transportation funding, and the Commission supports any reform and revenue measure that will responsibly address the serious problems identified in this letter. We also recognize the difficult challenges facing the Legislature in coming to agreement on these issues and appreciate the efforts being expended by all parties to identify possible solutions to this enormous problem. While we will provide whatever assistance we can to support you in this task, we strongly urge legislators to work together to develop a compromise that will result in a significant down payment on our transportation infrastructure needs and provide for meaningful reforms to the state's transportation program. Failure to act and to act quickly will have serious consequences for the future of California.

Thank you for your urgent consideration of this important matter.

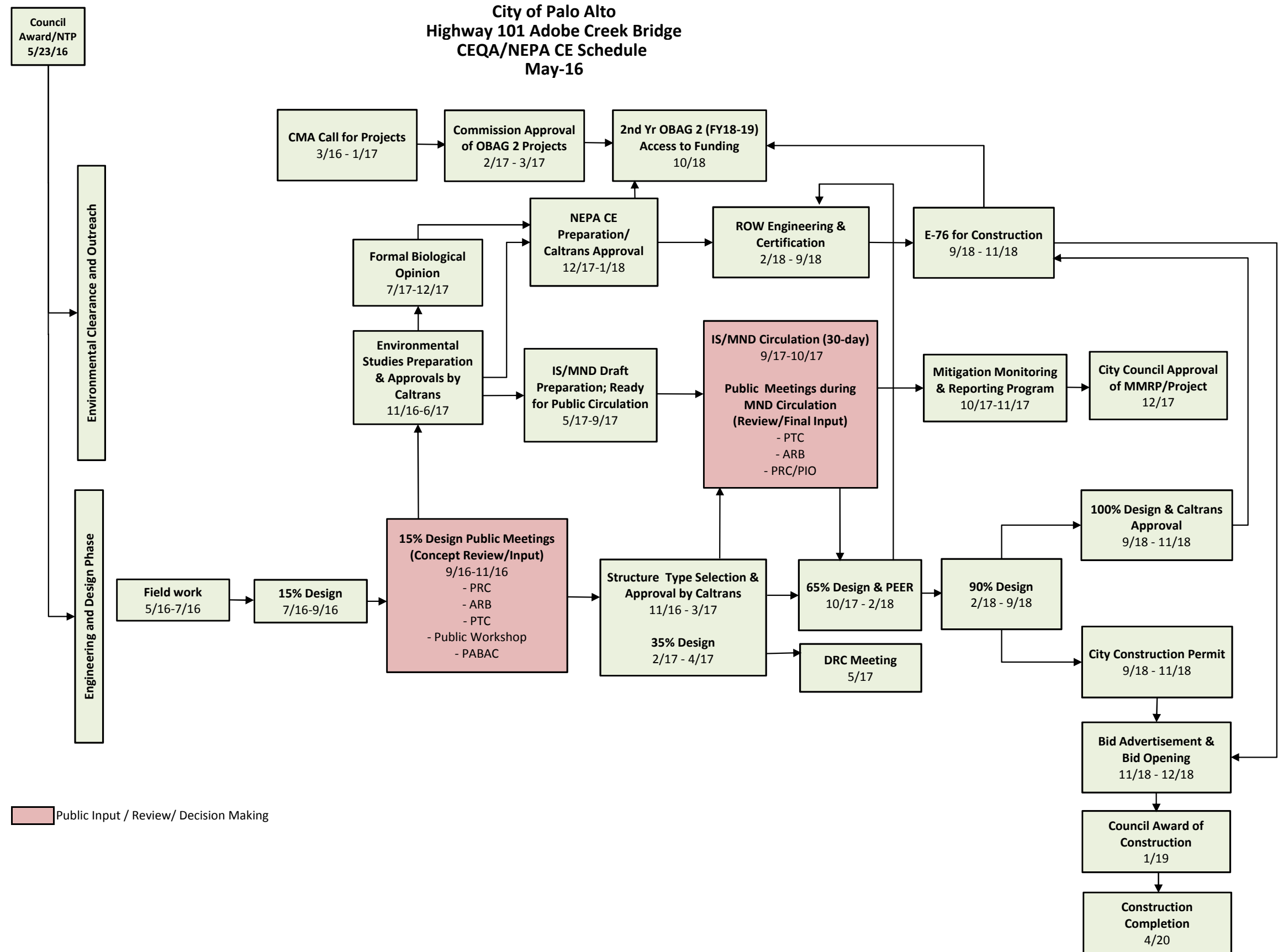
I certify that the foregoing instrument  
is a true and exact copy of the original  
on file in the Secretary of the Board of  
Director's office.



Date 4/8/16







Google Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043



Main 650 253.0000  
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May 6, 2016

Mr. Edward Shikada  
Assistant City Manager  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, California 94301

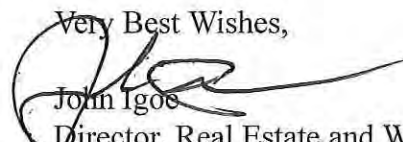
To Mr. Shikada –

Thank you for meeting with the Google team on May 4, 2016. Please accept this letter as confirmation of Google's offer to contribute up to \$1.0 million from our Safe Bike Program to directly support funding of the new Adobe Creek Bridge.

This letter supplements our letter presented to the Palo Alto City Council on December 14, 2015 that made the initial offer and clarifies that our support stems from Google's interest in offering transportation alternatives to our employees and other area stakeholders. Google and other bicycle users will greatly benefit from the construction of this bridge by providing meaningful vehicle trip reductions.

We are glad to support the City's efforts to enhance its bicycle and pedestrian network and its steadfast promotion of alternative transportation programs.

Very Best Wishes,



John Igou  
Director, Real Estate and Workplace Services  
Google, Inc.