City of Palo Alto (ID # 5549)

City Council Staff Report

Report Type: Consent Calendar **Meeting Date: 4/13/2015**

Council Priority: Emergency Preparedness

Summary Title: Amendment No. 2 to Newell Road Bridge Design Contract

Title: Approval of Contract Amendment No. Two to Contract No. C12142825 in the Amount of $668,000 with NV5, Inc. for Preparation of an Environmental Impact Report (EIR) for the Newell Road/San Francisquito Creek Bridge Replacement Project, Capital Improvement Program Project PE-12011, Approval of Amendment No. Two to a Cost Share Agreement with the Santa Clara Valley Water District Providing Local Matching Funds in the Amount of $235,074 for Design and EIR Preparation for the Newell Road/San Francisquito Creek Bridge Replacement Project, And Adoption of a Budget Amendment Ordinance in the Amount of $668,000 to CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement Project

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute Amendment No. Two to Contract No. C12142825 with NV5, Inc. (Attachment A) in a not-to-exceed amount of $668,000 for preparation of an Environmental Impact Report (EIR) to review screened feasible alternatives for Newell Road Bridge replacement and determine the preferred alternative for the Newell Road/San Francisquito Creek Bridge Replacement Project (CIP PE-12011), including $607,730 for basic services and $60,270 for additional services; and

2. Approve and authorize the City Manager or his designee to sign

Amendment No. Two to the cost share agreement with the Santa Clara Valley Water District (District) (Attachment B) in the amount of $235,074, providing that the District will contribute a total of $314,119 as the local match to the Caltrans Highway Bridge Program grant for the design and EIR preparation for the Newell Road/San Francisquito Creek Bridge Replacement Project; and

3. Approve the attached Budget Amendment Ordinance in the amount of $668,000 (Attachment C) to provide an additional appropriation for the Newell Road/San Francisquito Creek Bridge Replacement Project (CIP PE-12011).

Background

The abutments of the existing Newell Road Bridge over San Francisquito Creek are located within the creek bed, causing a flow constriction in the channel that prevents it from accommodating the estimated 1% (100-year) flow event. The Newell Road Bridge is one of the bridges under study by the San Francisquito Creek Joint Powers Authority (JPA) that needs to be removed or replaced in order to provide 1% flood conveyance capacity in the creek and increased flood protection to area residents and businesses. Furthermore, the bridge was constructed in 1911 and is considered functionally obsolete. The traffic lanes are substandard, the sight distances from the bridge are poor, and the bridge has no provision for bicycle or pedestrian traffic. On July 11, 2011, Council approved a budget appropriation for a new capital improvement project to replace the Newell Road Bridge and authorized staff to accept Caltrans Highway Bridge Program grant funds to pay for the majority of project costs. On April 9, 2012, Council approved a contract with Nolte Associates, Inc. in the amount of $519,177 for the design and environmental assessment of the replacement bridge (Nolte Associates, Inc. has since changed its corporate name to NV5, Inc.). Council also approved a cost share agreement with the Santa Clara Valley Water District (District) providing for contribution of local matching funds to supplement the Caltrans grant funding.

Staff and NV5, Inc. developed preliminary design alternatives for replacement of the existing Newell Road/San Francisquito Creek bridge. Staff presented the preliminary bridge designs at a joint meeting of the Crescent Park and Duveneck/St Francis neighborhood associations, at a special community meeting,

and at a study session of the Architectural Review Board (ARB). During those meetings, members of the public expressed concern regarding the potential impacts of the project on the surrounding neighborhood. Their concerns included potential increased traffic speeds and volumes along Newell Road, the visual impact of a larger bridge structure, and privacy issues for properties abutting the bridge. There was widespread public desire for staff to identify and analyze multiple bridge alternatives, including various bridge widths and alignments, varied levels of accommodations for motorists, bicyclists and pedestrians, and a non-replacement option, before proceeding with project design and environmental assessment.

On January 8, 2013, staff held a community meeting at the Lucie Stern Community Center attended by over 200 residents of Palo Alto and East Palo Alto. At that meeting, the City Manager committed to pausing the project development process in order to conduct a thorough analysis of potential project alternatives and a full environmental impact report (EIR) analyzing potential project impacts.

On June 3, 2013, Council approved a contract with NV5, Inc. in the amount of $167,000 to conduct an alternatives analysis and associated traffic study to evaluate and select feasible project alternatives for inclusion in the full environmental impact report (EIR) review process.

The following eight project alternatives were analyzed and screened for inclusion in the EIR review process:

- No project (leave existing bridge in place)
- Removal of existing bridge without replacement
- New bicycle/pedestrian bridge
- New bicycle/pedestrian bridge with limited emergency vehicle access
- New bi-directional, one-lane vehicle bridge with traffic signal access control
- New two-lane vehicle bridge using existing bridge alignment
- New two-lane bridge with a partial realignment
- New two-lane vehicle bridge realigned to line up with Newell Road in East Palo Alto

On February 27, 2014, staff presented the results of the alternatives screening process at a community meeting at Palo Alto City Hall, during which staff

identified the following five alternatives to be carried forward into the project's EIR review process:

- No project (leave existing bridge in place)
- New bi-directional, one-lane vehicle bridge with traffic signal access control
- New two-lane vehicle bridge using existing bridge alignment
- New two-lane bridge with a partial realignment
- New two-lane vehicle bridge realigned to line up with Newell Road in East Palo Alto

In response to comments made at the community meeting, the EIR process will also evaluate potential lower profile bridge elevations that would accommodate less than the estimated 1% (100-year) flow event.

At the request of the District, the project has been modified to incorporate channel improvements, approximately 900 feet downstream of the bridge, to widen a narrow segment of San Francisquito Creek that creates a localized flow restriction. The north bank of the creek will be regraded in order to increase the capacity of the creek downstream of the Newell Road bridge and thereby lower the water surface elevation of the creek at the bridge during storm events. Elimination of the existing channel capacity bottleneck and the resultant lowering of creek levels will allow the profile of the Newell Road bridge to be lowered. The lower bridge will in turn lower the roadway approaches to the bridge and thereby reduce aesthetic and access impacts on neighboring properties.

Discussion

Staff has been coordinating with the City of East Palo Alto, the District, the JPA, and Caltrans to develop the scope and cost for the attached contract amendment. Staff from the participating agencies concur that the tasks outlined in the contract amendment comprise the logical next steps in the project development process for the Newell Road Bridge Replacement Project. The proposed scope of work includes the environmental services required to complete the environmental documentation for the project.

All five feasible project alternatives identified during the alternatives screening process will be evaluated at an equal level in the EIR process. The environmental evaluation process will provide the information needed for staff, our agency

partners, and the community to select a preferred alternative for implementation. It should be noted that since the Newell Road Bridge literally bridges the boundary between the cities of Palo Alto and East Palo Alto, the project must ultimately be approved by both jurisdictions. Consequently, outreach for the community meetings will include mailings to residents in both Palo Alto and East Palo Alto in an effort to gather valuable input from both communities and to reach mutual consensus on the preferred alternative to be selected during the project's environmental document preparation process.

Staff has coordinated with Caltrans Office of Local Assistance representatives over the past year to request that they amend the existing Highway Bridge Program grant for the Newell Road Bridge Replacement Project to include the cost of the EIR study. Highway Bridge Program grants typically reimburses the grantee 88.53% of eligible project expenses. Following multiple iterations of comment and review, Caltrans has approved an amendment to the existing grant that would cover the cost of the expanded scope of work for the EIR, but they declined to fund the design and environmental review of the downstream channel modifications. Staff has reached agreement with District staff on an amendment to the existing City-District cost share agreement under which the District will cover the local share (11.47%) of the cost of the EIR and 100% of the cost for the design and environmental review of the downstream channel work. As a result of our funding partnership with Caltrans and the District, the cost of the proposed contract amendment with NV5, Inc. will be fully reimbursed.

Timeline

The EIR will be completed within approximately one year and presented to Council for certification in Spring 2016. The final plans, specifications, and cost estimate (PS&E) for the bridge replacement project will be completed by the end of 2016. Regulatory permits from state and federal resource agencies will be secured by early 2017. The construction of the Newell Road Bridge replacement project, which will require a road closure for the duration of construction, is planned for Spring/Summer 2017. This timing is consistent with the planned execution of the JPA's related flood control improvements. The District/JPA project to replace the Pope-Chaucer Street/San Francisquito Creek bridge is also tentatively scheduled for construction during Spring/Summer 2017. Current plans are to keep Pope-Chaucer Street open during that bridge work, avoiding the two

bridges being closed to traffic simultaneously.

Resource Impact

Funds for this contract amendment will be added to the project budget from the Infrastructure Reserve via the attached Budget Amendment Ordinance (BAO). The Caltrans Highway Bridge Program grant will provide reimbursement for 88.53% of the cost of the project EIR and related studies. The District will reimburse the City for the remaining project costs not covered by the Caltrans grant, including the full cost of the design and environmental review of the downstream channel modifications. Reimbursement to the Infrastructure Reserve will be accomplished through progress payments provided by Caltrans and the District.

Environmental Review

Because the Caltrans Highway Bridge Program grant funds originate from the federal government, the environmental assessment of the Newell Road/San Francisquito Creek Bridge Replacement Project must be conducted to comply with both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). The original contract contained provisions for NV5, Inc. to conduct the special technical studies required for the Caltrans Highway Bridge Program and to prepare a mitigated negative declaration as the CEQA compliance document for the project. Due to the heightened level of community concern surrounding the project, however, staff is preparing a full environmental impact report (EIR) in order to ensure a robust consideration of the potential environmental impacts of the project.

cc: Brent Butler, City of East Palo Alto Planning Division
Kamal Fallaha, City of East Palo Alto Public Works Division
Len Materman, San Francisquito Creek Joint Powers Authority
Saeid Hosseini, Santa Clara Valley Water District
Norman Beamer, Crescent Park Neighborhood Association
Karen White, Duveneck/St. Francis Neighborhood Association

Attachments:

- A - Contract Amendment No. Two with NV5, Inc. (PDF)
- B - Amendment No. Two to SCVWD Cost Share Agreement (PDF)
- C - Budget Amendment Ordinance (PDF)

Attachment A

AMENDMENT NO. TWO TO CONTRACT NO. C12142825
BETWEEN THE CITY OF PALO ALTO AND NV5, INC.

This Amendment No. Two to Contract No. C12142825 ("Contract") is entered into March 10, 2015, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and NV5, Inc., a California Corporation, located at 2025 Gateway Place, Suite 156, San Jose, CA 95110 ("CONSULTANT").

R E C I T A L S:

A. The Contract was entered into between the parties for the provision of professional engineering design and environmental assessment services in connection with the Newell Road/San Francisquito Creek Bridge Replacement Project ("Project"); and

B. The parties wish to amend the Contract to increase the scope of services to include preparation of an environmental impact report and design of downstream channel improvements, increase compensation, and extend the contract schedule.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, SCOPE OF SERVICES, is hereby amended to read as follows:

"CONSULTANT shall perform the Services described in the attached Exhibit "A-2" as an addition to the Scope of Services described in Exhibit "A" of the original Contract and Exhibit "A-1" of Amendment No. One to the Contract, in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY."

SECTION 2. Section 2, TERM, is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through the duration of the construction support services rendered by CONSULTANT for the Project."

SECTION 3. Section 4, NOT TO EXCEED COMPENSATION, is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Basic Services described in Exhibit "A-2", in addition to the Basic Services described in Exhibit "A" of the original Contract and the Basic Services described in Exhibit "A-1" of Amendment No. One to the Contract, including payment for professional services and reimbursable expenses, shall not exceed

one million, two hundred thirty-one thousand, six hundred thirty-six dollars ($1,231,636). In the event Additional Services are authorized, the total compensation for Basic Services and Additional Services and reimbursable expenses shall not exceed one million, three hundred fifty-four thousand, one hundred seventy-seven dollars ($1,354,177). The applicable rates and schedule of payment are set out in Exhibit "C" ("COMPENSATION") of the original Contract, Exhibit "C-2" ("AMENDMENT NO. ONE COMPENSATION"), Exhibit "C-3" ("AMENDMENT NO. TWO COMPENSATION"), and Exhibit "C"-1" ("HOURLY RATE SCHEDULE") of the original Contract, which are attached to and made a part of this Agreement.

Additional Services for this Contract Amendment, if any, shall be authorized in accordance with and subject to the provisions of Exhibits "C", "C-2", AND "C-3". 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 not determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A", Exhibit "A-1", or Exhibit "A-2"."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

a. Exhibit "A-2" entitled "AMENDMENT NO. TWO SCOPE OF SERVICES".

b. Exhibit "B-2" entitled "AMENDMENT NO. TWO SCHEDULE OF PERFORMANCE".

c. Exhibit "C-3" entitled "AMENDMENT NO. TWO COMPENSATION".

SECTION 5. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

CITY OF PALO ALTO

_____
City Manager

APPROVED AS TO FORM:

_____
Senior Asst. City Attorney

NV5, INC.

DocuSigned by:
By: Parag Mehta
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Name: Parag Mehta

Title: Senior Vice President

Attachments:

EXHIBIT "A-2":	AMENDMENT NO. TWO SCOPE OF SERVICES
EXHIBIT "B-2":	AMENDMENT NO. TWO SCHEDULE OF PERFORMANCE
EXHIBIT “C-3”:	AMENDMENT NO. TWO COMPENSATION

EXHIBIT "A-2" – Amendment No. Two Scope of Services

City of Palo Alto

Newell Road Bridge Replacement Project

Additional Preliminary Engineering, Environmental Documentation and Final Design Services

Scope of Work

As determined in the Alternatives Screening Analysis Report prepared for the Newell Road/San Francisquito Creek Bridge Replacement Project (Project) and as presented at Palo Alto's public meeting held for the Project on February 27th, 2014 at the City of Palo Alto (City) Council Chambers and subsequent inclusion of additional Project alternatives, the following five (5) Alternatives will be carried forward into the Project's environmental document, which will be a combined document constituting an Environmental Impact Report (EIR) for purposes of the California Environmental Quality Act (CEQA) and an Environmental Assessment (EA) for purposes of the National Environmental Policy Act (NEPA):

- No Build (keep existing bridge)
- New one lane bridge with two-way traffic on existing alignment of Newell Road
- New two lane bridge on existing alignment of Newell Road
- New two lane bridge on partial realignment of Newell Road
- New two lane bridge on full realignment of Newell Road

Per the City's understanding with the Santa Clara Valley Water District (SCVWD), the Project will also now incorporate additional improvements to widen a bottleneck segment of San Francisquito Creek that stretches approximately 900 feet downstream of the bridge. The creek widening, which will involve only the north bank of the creek, will increase the capacity of the creek downstream of the bridge and allow a lower bridge profile and reduced impacts on the roadway approaches to the bridge. The creek widening design will utilize a plantable bank slope stabilization technique or retaining wall system.

Based on public input received at community meetings held for the Pope/Chaucer Street and Newell Road Bridge Replacement Projects, it is anticipated that consideration of a low profile grade alternative in addition to the original high profile grade bridge concept will be developed for the bridge replacement alternatives.

At the request of the City, this scope of work also includes preliminary and final landscape architectural design services to provide visual screening for private properties adjacent to the elevated bridge roadway approaches.

This scope of work includes the preliminary engineering and environmental services required to complete the environmental documentation for the project, as well as additional effort needed to prepare the final Plans, Specifications, and Estimate of Probable Construction Cost (PS&E) documents for the Project. The primary tasks are organized in relation to the Tasks in the original contracted scope of work as follows:

Task 1 Project Management

Task 1.1 Project Management

NV5 will continue to provide uninterrupted communication and coordination with the City and the project stakeholders to provide for a complete and successful project. Public concerns about the Project have created controversy and raised the complexity and duration of the Project, resulting in a depletion of the original project management budget. The additional budget for this task will allow for uninterrupted project management activities from completion of the EIR/EA throughout the completion of the project.

Task 1.1.3 EIR/EA Project Management

NV5 and ICF International (ICF) will provide the additional project direction and communication with the City and project stakeholders specifically needed to complete the EIR/EA documentation. This task also includes time for providing the City with strategic advice on the environmental process for CEQA/NEPA clearance and communications.

Task 1.2 Meetings

This task includes the additional meetings that will be required during the EIR/EA process. NV5 will meet with City staff and other team members and agencies as required for up to eight (8) in-person meetings total.

The initial “kickoff” meeting will be to:

- Refine the project description
- Develop the purpose and need
- Discuss the required technical studies
- Address ongoing concerns related to schedule and the environmental document

It is anticipated that NV5 staff will also attend other in-person meetings including but not limited to:

- One (1) meeting with Caltrans to discuss purpose and need/Preliminary Environmental Studies (PES)
- One (1) Scoping meeting
- One (1) EIR/EA “kickoff” meeting
- One (1) Document Circulation Period Meeting
- One (1) Public Hearing

This task includes regular meetings/conference calls for project management and coordination activities.

Task 1.5.3 EIR/EA Public Outreach Support

NV5 will continue to provide basic outreach services to CPA to ensure that accurate, timely, and consistent information is available and shared with all interested parties. This will include providing input and review of all public notices and preparing summaries of public meetings. This task includes attendance at up to four (4) meetings in a support capacity to City outreach/public information staff. While City staff will remain the outward facing contact to the public, ICF outreach staff will be available to answer questions, prepare and provide input on exhibits, and provide strategic guidance to the City in advance of and after public meetings.

Task 3 - Utility Coordination

Task 3.0 Utility Coordination

NV5 will provide additional utility coordination services with the objective to obtain all data on the various utility encroachments within the project limits as needed for the downstream creek widening.

Task 4 – Environmental Clearance Documents

The following scope of work **replaces** the original environmental clearance scope of work included in Task 4 of the original May 2012 contract (Contract #C12142825). None of the activities or deliverables mentioned in the original environmental clearance documents task carries forward into this current scope of work.

Task 4.1: Prepare Technical Studies

ICF will provide scoping period support and prepare (or augment and update) technical studies (memoranda, evaluations, and reports) identified in the following **Task 4.1** subtasks for the Project.

The technical studies described in **Task 4.1** will analyze alternatives at an equal level. The results of the technical studies will be summarized in the CEQA and NEPA environmental document prepared for the project (see **Task 4.2** below) that will also analyze alternatives at an equal level. A traffic study that addresses permanent and construction-related traffic impacts in regards to pedestrian, vehicular, and bicycle travel (including a figure showing planned bicycle routes) will be prepared by TJKM under separate contract to NV5. ICF will review this traffic study for adequacy for the purposes of the CEQA and NEPA and will summarize the results of the traffic study in the environmental document as described in **Task 4.2**.

To the extent possible, ICF will use information that has been previously gathered in earlier technical memoranda, evaluations, and reports and that are being collected as part of other City or San Francisquito Creek Joint Powers Authority projects (specifically the San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project). Reviews of all technical studies by NV5 and the City will be concurrent (any reviews by the City of East Palo Alto [EPA], Santa Clara Valley Water District [SCVWD], and the San Francisquito Creek Joint Powers Authority [SFCJPA] will be coordinated and consolidated by the City and are expected to occur concurrently as well).

This scope of work assumes that Caltrans Office of Local Assistance (Caltrans) will only review each technical report once as indicated in Table 1 below.

ICF and their sub-consultant (**BASELINE**) will prepare the multiple deliverable versions of the technical studies listed in Table 1 below. Anticipated review timeframes between drafts are estimated to be up to 7-14 calendar days (1-2 weeks) for NV5/CPA and up to 30 calendar days (4 weeks) for Caltrans.

Refer to **Table 1** for a brief description of the anticipated review order and timeframes.

Table 1. Technical Studies

Deliverable Version	Reviewers	Review Timeframe	Description and Next Steps
Draft 1	NV5/City	7-14 calendar days (1-2 weeks)	NV5/City will review and provide comments on Draft 1 of the technical studies. ICF will revise and prepare Draft 2 for Caltrans review.
Draft 2	Caltrans	30 calendar (4 weeks)	Caltrans will review and provide comments on Draft 2 of the technical studies. ICF will revise and prepare a Screencheck Draft.
Screencheck Draft	NV5/City	7-14 calendar days (1-2 weeks) or less	NV5/City will review and provide comments on the Screencheck Draft of the technical studies. The assumption is that comments on the Screencheck Draft will be minimal. ICF will revise and prepare the Final Draft of the technical reports.
Final Draft	Caltrans/NV5/City	N/A	All parties will be sent hard copies and CDs of the Final Draft of each technical report.

**All NV5/City reviews will be concurrent and comments will be consolidated.
**If necessary to address comments by Caltrans/NV5/City, excerpts or interim versions of the technical studies may be circulated. Additional deliverable versions/extended reviews will have implications on budget and schedule.
** Draft and Screencheck versions of the technical studies will be transmitted to NV5/City (and partner agencies) electronically (Microsoft Word or Adobe PDF format).

**Electronic copies of Draft 1 will be provided to NV5/City.
Hard copies of Draft 2 will be provided to Caltrans (electronic to NV5/City).
Hard copies and CD's of the Final Draft of technical studies will be provided to NV5/City/Caltrans.
Interim drafts and the Screencheck draft will be provided electronically only.

Hard copies and CDs will be provided in the following quantities:
-2 hard copies of Final Draft for City
-2 hard copies of Draft 2 and Final Draft for Caltrans
-2 consolidated CDs of the Final Draft of technical reports will be provided to NV5/City/Caltrans, each.

For the approximately 8 topical areas, this includes a total of up to 48 hard copies of technical reports and 6 CDs will be prepared.

4.1.1 Public Outreach

The original contract scope of work included Outreach Assistance. Scoped activities included development of an outreach protocol memorandum, informal meetings with property owners, formation of an ad hoc Community Advisory Committee, update to and maintenance of the City's website, preparation of meeting minutes, attendance and preparation for public meetings.

ICF will provide basic outreach support services to City to ensure accurate, timely, and consistent information is available and shared with all interested parties. This will include providing input and review on public notices and providing strategic guidance. This effort does not include attendance at any meetings by ICF public outreach staff. City staff will continue to remain the outward facing contact to the public.

4.1.2 Project Management and Meetings

The original contract scope of work included Project Management and Coordination. Scoped activities included attendance at up to six (6) meetings, provision of monthly status reports on task and schedule status, and invoicing.

As part of this scope of work, ICF will meet with NV5 and the City (and other agencies as the City requires) for up to eight (8) in-person meetings, attended by at least one (1) member of ICF staff.

The initial "kickoff" meeting will be to:

- Review and refine the existing project description (including establishment of the project's independent utility and logical termini per Caltrans guidance)
- Develop the purpose and need
- Discuss the CEQA and NEPA (Caltrans) required technical studies that will inform the environmental document
- Address ongoing concerns related to schedule, the environmental document, and anticipated permitting

It is anticipated that at least one (1) member of ICF staff will also attend other in-person meetings including but not limited to:

- One (1) meeting with Caltrans to discuss purpose and need/update of PES/project description
- One (1) EIR Scoping meeting
- One (1) EIR/EA "kickoff" meeting (refer to **Task 4.2**)
- One (1) Environmental Document Circulation Period Meeting
- One (1) Public Hearing

This task also includes the following project management activities:

- Monthly status reports to document tasks, schedule status, and critical path issues.
- Provide monthly invoices indicating current and remaining budget and tracking the project budget.
- Using a document control/filing system to be applied to all tasks of the project in maintaining working files and the project administrative record required under CEQA.

4.1.3 Prepare Project Description/Purpose and Need/Notice of Preparation (NOP)

The original contract scope of work included preparation of a Purpose and Need Statement and Project Description.

ICF will update the existing project description and purpose and need drafted under the original scope of work with project details from the Alternatives Analysis (AA), and per City direction. A brief cohesive project description shall be used in the introduction of the technical studies and will be the basis for the project description of the environmental document (this project description will include up to six [6] project figures – this will likely include modification of existing NV5 exhibits of the alternatives]). ICF will transmit the updated project description/purpose and need to NV5/City/Caltrans for review and approval prior to commencement of technical reports.

As the environmental document level has changed from preparation of an Initial Study/Categorical Exclusion to an EIR/EA, a notice of preparation (NOP) will be required. ICF will prepare a NOP for the City. The City will be responsible for distribution of the NOP. It is assumed that an Initial Study will not

be prepared and that the City will be responsible for public outreach activities (i.e., coordination of the scoping meeting) related to the release of the NOP.

4.1.4 Land Use and Community Impacts Assessment (Technical Report)

The original contract scope of work included a Land Use and Community Impact Assessment Technical Memorandum.

Per the May 2013 Preliminary Environmental Study (PES), a more comprehensive Land Use and Community Impacts Assessment (CIA) Technical Report than included in the original contract scope of work will be required. The drafted CIA Technical Memorandum developed as part of the original scope of work will serve as the basis of an updated and expanded CIA Report.

The CIA Report will address all alternatives carried forward in the AA. This CIA Technical Report will build upon the prior Technical Memorandum and include a demographic profile of the community as well as types of land uses that exist in the surrounding community (to census tract/urban area block group transecting or immediately adjacent to the bridge). The CIA Report will evaluate consistency with regional and local plans. The CIA Report will include an evaluation of the Project's impacts on the local community both during construction and permanently, including disruption of bicycle and pedestrian access, loss of trees and landscaping, and effects on nearby residences due to loss of parking. Other impacts discussed in the traffic, air quality, noise, and hazardous materials technical reports will also be referenced in this CIA Report. The results of this CIA Report will be summarized in the EIR/EA.

4.1.5 Visual and Aesthetic Conditions (Abbreviated Visual Impact Assessment)

The original contract scope of work did not include any stand-alone visual/aesthetic study.

Per the 2013 PES, an Abbreviated Visual Impact Assessment (AVIA) will be required. This AVIA will include a systematic assessment of the potential visual effects associated with construction and operation of all Project alternatives. This AVIA will include a photographic set of existing views and preparation of up to eight (8) visual simulations (including one [1] round of revisions); the exact simulation viewpoints will be determined in coordination with City staff. Additional visual simulations can be provided under separate scope and budget.

Work completed under this task will include coordination with NV5, data collection and review, conducting one (1) site visit, and completing site photography of the project site from key public viewpoints.

The visual assessment presented in the AVIA will be based on site reconnaissance and review of ground level and aerial photographs, public policies regarding visual quality, project drawings, GIS data, and other descriptive project data. The results of this AVIA will be summarized in the EIR/EA.

Task 4.1.5 Assumptions

For the preparation of the AVIA, ICF will:

- Employ professionally accepted visual analysis methods and procedures including Federal Highway Administration (FHWA) methodologies
- Address criteria as required by the CEQA Guidelines regarding visual impact assessment

- Provide representative photographs to document existing visual conditions in the project area and a photo viewpoint location map

4.1.6 Air Quality and Greenhouse Gas (GHG) (Technical Memorandum)

The original contract scope of work did not include a stand-alone air quality or GHG technical memorandum or report.

Per the 2013 PES, an Air Quality Technical Memorandum will be required. In addition a Greenhouse Gas (GHG) analysis will be prepared. The Air Quality and GHG analyses will evaluate impacts during short-term construction and long-term operations for all Project alternatives. All impact analyses will be performed consistent with Bay Area Air Quality Management District (BAAQMD) and Caltrans technical requirements and methodologies.

As indicated in the 2013 PES, the project is exempt from transportation conformity requirements per 40 CFR 93.126, and therefore analysis of an evaluation of regional and localized conformity is not required. However, the Air Quality Technical Memorandum will include PM2.5 interagency consultation. As part of the Air Quality analysis, ICF will assist the City in fulfilling project-level PM2.5 analysis requirements. ICF will answer the six PM2.5 conformity screening questions in MTC's FMS Air Quality Module. If the answers to the six screening questions indicate the project is required to undergo interagency consultation (IAC), ICF will prepare and submit MTC's Project Assessment Form for PM2.5 Interagency Consultation form to the City for uploading to the FMS Air Quality Module. The Project Assessment Form for PM2.5 Interagency Consultation form will be used by MTC's Air Quality Conformity Task Force IAC process to determine whether the project is or is not considered a Project of Air Quality Concern (POAQC). This scope of work assumes the project will not be found to be a POAQC and that a PM2.5 hot-spot analysis is not required. In the event the project is found to be a POAQC, ICF can, under separate scope and cost, perform the quantitative PM2.5 hot-spot analysis consistent with the US. EPA's 2010 Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas guidance document.

ICF will evaluate air pollutant and GHG emissions generated by construction activities and increased vehicle miles traveled (VMT) during construction detour using the Sacramento Metropolitan Air Quality Management District's Road Construction Model and Caltrans' CT-EMFAC emissions model based on construction data and traffic data provided by the City/NV5/TJKM. ICF will also evaluate the air quality emissions generated during operation of the Project. Because the project will change local traffic distribution and traffic levels, ICF will quantitatively evaluate air quality, mobile source air toxics (MSAT), and GHG impacts during operation.

The results of this AQ/GHG memorandum will be summarized in the EIR/EA. The EIR/EA will also evaluate the localized health risk impact caused by the construction activities using BAAQMD CEQA Guidelines. A stand-alone health risk assessment will not be prepared.

4.1.7 Noise (Technical Report)

The original contract scope of work included a Construction Noise Technical Memorandum.

Per the 2013 PES, a more comprehensive Noise Study Report (NSR) than included in the original contract scope of work will be required. The drafted Construction Noise Technical Memorandum developed as part of the original scope of work will serve as the basis of an updated and expanded NSR. ICF will update and expand the Construction Noise Memorandum and prepare a NSR which will evaluate operational and construction noise and vibration impacts associated with implementation of the Project

alternatives. As indicated in the 2013 PES, the Project is not considered a Type I project, and therefore analysis of operational noise is not required under 23 CFR 772.5(h). However, this NSR will include a discussion of the anticipated operational noise impacts based on changes in traffic on surrounding roadways for each alternative based on traffic data provided by TJKM in order to provide necessary information for the EIR/EA.

Traffic volumes on any given street are predicted to increase by no more than 10%. This corresponds to an increase in traffic noise of less than 0.5 dB (10 log [1.10] = 0.4 dB) which would not be perceptible. Given this, noise measurements and more detailed noise modeling is not considered necessary and is not included in this scope of work. The results of this NSR will be summarized in the EIR/EA.

4.1.8 Hazardous Materials (Asbestos and Lead Report)

The original contract scope of work included a Hazardous Materials Technical Report.

Per the 2013 PES, a Hazardous Waste Technical Memorandum that addresses asbestos and lead will be required. It is anticipated that the Asbestos and Lead Report that was prepared prior to March 2013 will sufficiently address potential hazardous materials impacts of the Project. However, **BASELINE** will review the 2013 report and provide minor updates, if needed, to describe the current Project. The results of this Asbestos and Lead Report will be summarized in the EIR/EA.

4.1.9 Biological Resources/Wetland Delineation (Technical Report, Technical Memorandum)

The original contract scope of work included a Natural Environmental Study (NES), California Red-Legged Frog (CRLF) Site Assessment, Wetland Delineation, and Biological Assessment (BA) for submittal to the National Marine Fisheries Service (NMFS).

Per the 2013 PES, an NES (that addresses water quality and discusses invasive plants), a BA (for NMFS), and an essential fish habitat (EFH) evaluation will be required. ICF will update the original NES, CRLF Site Assessment, take work done to establish the ordinary high water mark (OHWM) and use for development of a jurisdictional wetland delineation, and NMFS BA to reflect the current Project description and address all Project alternatives. A BA for the United States Fish and Wildlife Service (USFWS) is not included in this scope of work and is not anticipated to be necessary, but should one be required, it can be prepared under separate scope and budget.

In addition, ICF will prepare a tree survey and report. The tree survey will include all trees 6” or greater in diameter at breast height that includes affected trees in the immediate vicinity of the bridge and at the proposed channel modification site 900 feet downstream from the bridge. This scope of work assumes that the wetland delineation and tree survey will be informed by work conducted for the San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project, which overlaps the Newell Road Bridge project area. Up to two (2) site visits by up to two qualified biological resources staff (e.g., wildlife biologist, botanist, or other biological resources staff under certified arborist supervision) may be conducted to support the wetland delineation and tree survey. The results of biological resources reports will be summarized in the EIR/EA and will be used to support Project permitting.

In addition to the work described above, ICF will also conduct up to two (2) floristic surveys during the blooming period for special-status plant species with potential to occur in the project area. Time is also budgeted to visit reference populations to support negative findings. ICF will prepare a technical memorandum summarizing the results of the survey and a map with the location of any special-status plants observed.

4.1.10 Water Quality Assessment Report (Technical Report)

The original contract scope of work included a Water Quality Assessment.

Per the 2013 PES, a Water Quality Assessment will be required. ICF will update and expand the previously prepared Water Quality Assessment Report (WQAR), to reflect the current Project description and to address all Project alternatives. ICF will (1) identify and describe the current and upcoming laws that relate to water quality; (2) describe the beneficial uses for all potentially affected waters; (3) discuss water quality objectives for all potentially effected waters; (4) collect and present any monitoring data from other agencies; (5) list potential sources of pollutants; and (6) describe the watershed, existing drainage and hydrologic conditions. The results of this WQAR will be summarized in the EIR/EA.

4.1.11 Section 106 (Technical Reports)

The original contract scope of work included preparation of cultural resources documentation; including an Area of Potential Effects (APE) Map, Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR) and Historic Resources Evaluation Report (HRER).

Per the 2013 PES, an APE Map, HRER, HPSR, and ASR will be required for the Project. ICF will update the cultural resources technical reports already prepared to reflect the current Project description, and to address all Project alternatives. It is not anticipated that additional archaeological or historic resources will be identified. The results of the cultural resources reports will be summarized in the EIR/EA.

Task 4.1 Meetings/Site Visits

- Attendance by public outreach staff at up to two (2) meetings
- Attendance of Project Team at up to eight (8) in-person meetings
- One (1) site visit for AVIA
- Two (2) site visits for wetland delineation and tree survey
- Two (2) site visits for floristic survey

Task 4.1 Deliverables

- MS Project schedule (updated up to eight [8] times over course of project)
- Draft and Final Project Description, including up to six (6) project figures
- Draft and Final Purpose and Need
- Notice of Preparation (NOP)
- Technical Reports (Admin Draft, Draft, Screencheck Draft, and Final Draft)[1]
  - Land Use and Community Impacts Assessment (CIA Technical Report)
  - Abbreviated Visual Impact Assessment (AVIA) – inclusive of eight (8) visual simulations
  - Air Quality and GHG (Technical Memorandum)
  - Noise Study Report
  - Hazardous Materials Report (Asbestos and Lead Report)
  - Biological Resources Technical Reports (NES, CRLF Site Assessment, Wetland Delineation, NMFS BA, Tree Survey, Floristic Survey Memorandum).
  - Water Quality Assessment Report (Technical Report)

[1] Many of the technical reports and studies may not require all iterations (i.e., Admin Draft, Draft, Screencheck Draft, and Final Draft). To the extent possible, ICF will limit (reduce) the number of iterations/versions that have to be prepared (e.g., the CRLF Site Assessment that was prepared for the original project will not likely require substantial update). ICF will prepare up to 48 copies of technical reports and 6 CDs.

- Cultural Resources/Section 106 Technical Reports (DPR forms, APE maps [three {3} versions], ASR, HRER, and HPSR).

Task 4.1 Assumptions

- All in-person meetings in **Task 4.1** are assumed to occur in Palo Alto or Oakland, CA (Caltrans District Office), and all meetings would have an approximate duration of two (2) hours.
- Site visits will range from two (2) to eight (8) hours and may be attended by up to two (2) ICF staff
- ICF assumes that NV5/City will provide:
  - Location Hydraulic Study
  - Geotechnical Study (as needed)
  - Project description details as needed and mapped location of all construction work, including work areas, roadways, intersections, utility relocations (as available);
  - Detailed project engineering maps, aerial photographs as required, and topographic mapping that shows project boundaries, rights-of-way, ownership, and land that would be used for temporary construction easements (TCE).
  - Construction information (type and number of equipment, schedule, phasing)
  - Design information sufficient to determine the area of effect for tree removal/vegetation removal, as well as area of disturbance for cultural resources.
- To the extent possible, ICF will minimize the number of hard copy deliverables prepared to meet budget and schedule constraints and reduce unnecessary waste.
- As stated in the 2013 PES, there are no right-of-way acquisitions as a result of the project; however, temporary construction easements (TCE)/utility easements are considered likely.
- NV5 (and the project traffic consultant TJKM) will be responsible for providing the necessary traffic reports (as specified in the May 2013 PES) and raw data information for air quality and noise analysis. TJKM will be responsible for senior peer-review of the traffic section of the EIR/EA (discussed in **Task 4.2**).
- City is the lead agency for CEQA, and Caltrans is the lead agency for NEPA. The technical reports described in **Task 4.1** will be prepared in accordance with the latest Caltrans templates and/or guidance.
- No other meetings, site visits, or surveys (except where explicitly described above) are included in this scope of work. Prior to any project site visits, ICF will inform NV5 and City at least 5 days in advance.
- Task 4.1 does not include a stand-alone Section 4(f) resource analysis, however Section 4(f) resources will be discussed qualitatively in the EIR/EA as described in the 2013 PES.

Task 4.2: Prepare CEQA and NEPA Environmental Documentation (EIR/EA)

The original contract scope of work did not include preparation of an EIR/EA.

The results of the technical studies prepared under **Task 4.1** will be used to determine, in consultation with NV5, the City, and Caltrans staff, the appropriate CEQA and NEPA documentation for the Project. For the purposes of this scope of work and associated budget, and based on the conclusions of the 2013 PES, ICF assumes that the CEQA and NEPA document will be an EIR/EA. Per the City's request, the EIR/EA will analyze all Project alternatives at an equal level.

4.2.1 EIR/EA Kickoff Meeting/Activities

ICF will meet with the City and NV5 to "kickoff" the EIR/EA. This meeting (which is included in Task 4.1.1) will also be used to revisit communication and review protocols from **Task 4.1** and update the schedule assumptions.

As described in Task 4.1.3, ICF will have updated the project description/purpose and need for use in the technical reports and the EIR/EA. ICF will prepare an Annotated Outline of the EIR/EA (sections and format). ICF will transmit the EIR/EA Annotated Outline to City/NV5 (City will send to Caltrans) electronically for review and approval prior to commencement of the sections of the EIR/EA.

4.2.2 Prepare Draft EIR/EA

The Draft EIR/EA will summarize the results of the technical studies and analyses completed as part of **Task 4.1**, identify the significance of potential impacts under CEQA, and include all feasible measures to mitigate CEQA impacts to a less-than-significant level.

ICF will prepare an Administrative Draft 1 EIR/EA for review by NV5 and City staff. The EIR/EA will include all required sections to comply with CEQA and NEPA, as well as with City and Caltrans policies and procedures. Following NV5 and City staff review of Administrative Draft 1, ICF will prepare Administrative Draft 2 EIR/EA for Caltrans review. Following Administrative Draft 1 and 2, ICF will prepare a Screencheck Draft for Caltrans/NV5/City final review prior to preparation of the Public Draft of the EIR/EA.

Refer to **Table 2** for a description of the reviews.

Anticipated review timeframes are 21 calendar days (3 weeks) for NV5/City reviews, 45 calendar days (6 weeks) for Caltrans review of Administrative Draft 2, and 21 calendar days (3 weeks) for Caltrans review of Screencheck Draft (refer to **Table 2**).

Table 2. Environmental Documentation (Draft and Final EIR/EA)

Deliverable Version	Reviewers	Review Timeframe	Description
Admin Draft 1	NV5/City	21 calendar days (3 weeks)	NV5/City will review and provide comments on the Admin Draft 1 of the environmental document (ED). ICF will revise and prepare Administrative Draft 2 for NV5/City review.
Admin Draft 2 (Draft)	NV5/CityA/Caltrans	45 calendar days (6 weeks)	NV5/City/Caltrans will review and provide comments on Admin Draft 2 of the ED. ICF will revise and prepare the Screencheck Draft for NV5/City/Caltrans review.
Screencheck Draft	Caltrans/NV5/City	21 calendar days (3 weeks)	Caltrans/NV5/City will review and provide comments on the Screencheck Draft of the ED. ICF will revise and prepare the Public Draft of the ED.
Public Draft	Caltrans/NV5/City	n/a	All parties will be sent hard copies and CDs of the Public and Final Draft environmental document.

**All NV5/City reviews will be concurrent and comments will be consolidated.
**If necessary to address comments by NV5/City/Caltrans, interim versions of the ED may be circulated. Additional deliverable versions/extended reviews of the ED will have implications on budget and schedule.
**Hard copies of the Public Draft EIR/EA and Final Draft EIR/EA (Response to Comments) will be provided to NV5/City/Caltrans. Interim drafts (Admin Draft 2, Screencheck Draft) will be provided electronically (via email).

For the Public Draft EIR/EA and Final EIR/EA there would be:
-2 hard copies/2 CDs for NV5
-26 hard copies/16 CDs for City
-2 hard copies/2 CDs for Caltrans

This assumes up to up to 60 hard copies and 40 CDs of the EIR/EA (Public Draft and Final) will be prepared.

NV5 sub-consultant TJKM will provide senior review of the *Traffic/Transportation* section of the EIR/EA (including cumulative impacts analysis) for consistency with their technical report. Similarly, ICF will have their own sub-consultant, **BASELINE,** conduct senior review of the *Hazardous Materials* section of the EIR/EA.

4.2.3 Distribute Public Draft EIR/ EA and Noticing

Once Caltrans/NV5/City have approved the Draft EIR/EA for public distribution and review, ICF will provide hard copies and CDs of the environmental document to the City for publication and distribution to responsible and trustee public agencies and other interested organizations and individuals as identified by NV5 and the City. ICF will develop a mailing list in consultation with NV5 and City staff. The City will be responsible for distributing the document to the public and for noticing in local newspapers.

ICF will prepare the text for public notices. This includes the draft and final Notice of Preparation (NOP) (refer to Task 4.1.3), Notice of Availability (NOA), Notice of Public Hearing, Notice of Completion (NOC), and Notice of Determination (NOD). It is assumed that any filing/distribution of notices will be performed by the City. The Draft EIR/EA will be circulated for public review and comment for 45 days, and it is assumed that up one (1) public meeting (refer to Task 4.1.3) will be held during the public review period. The City's community outreach staff will take the lead in organizing the public workshops on the Draft EIR/EA.

4.2.4 Prepare Final EIR/EA, Finding of No Significant Impact (FONSI), and Mitigation Monitoring and Reporting Program (MMRP)

Once the 45-day public review period has been completed, ICF will assemble and organize the comment letters received by the City for distribution to members of the project team, including the traffic consultant, for review and response. With assistance from NV5 and City staff and technical consultants, ICF will prepare a Final EIR/EA that identifies the preferred alternative, and responds to environmental issues raised in the public comments on the Draft EIR/EA. The public comments and responses to those comments will be included in the Final EIR/EA. (Note: it is assumed for the purposes of the cost proposal that not more than 100 *individual* comments[2] will be received and that comments will not require additional research or technical analysis). Form letters/repeated comments will be consolidated and responded to together. The Final EIR/EA will also identify corrections and revisions to the text of the Draft EIR/EA that may be required in response to public comments and review.

Similar to the Draft EIR/EA - ICF will prepare two (2) Administrative Drafts, a Screencheck Draft, and a Final Public Draft of the Final EIR/EA (Response to Comments). Anticipated review timeframes are 14 calendar days (2 weeks) for NV5/City review, 45 calendar days (6 weeks) for Caltrans review of Administrative Draft 2, and 21 calendar days (3 weeks) for Caltrans review of the Screencheck Draft (refer to **Table 2**).

As part of the Final EIR/EA tasks, ICF will prepare a Draft and Final Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA for review by NV5 and City staff. ICF will also prepare/coordinate with Caltrans to prepare a draft and final NEPA Finding of No Significant Impact (FONSI).

[2] ICF anticipates responses to up to 100 unique, individual, comments as part of the Final EIR/EA. It is anticipated that many comments may be repeated and can be addressed with a master response. If there are over 100 unique, individual comments, or if comment requires additional research or technical analysis, it can be accommodated under separate scope and budget.

4.2.5 Distribute Final EIR/EA, FONSI, MMRP, Findings, and Statement of Overriding Considerations

As described in Table 2, ICF will provide hard copies and CDs of the Final EIR/EA. ICF will prepare the Notice of Determination (NOD) for signature by the City. Once the FONSI is signed by Caltrans, ICF will prepare a draft NOA-FONSI for CPA to file with the State Clearinghouse. As necessary, ICF will prepare the Findings of Fact and Statement of Overriding Considerations.

Task 4.2 Deliverables

- Draft and Final Annotated Outline of the EIR/EA
- Admin Draft, Draft, Screencheck Draft, Public Draft EIR/EA[3]
- Admin Draft, Draft, Screencheck Draft, Final EIR/EA
- Draft and Final Notices (NOP, NOI, NOA, NOC, NOD, and NOA-FONSI)
- Draft and Final MMRP
- Draft and Final Findings of Fact and Statement of Overriding Considerations (as necessary)

Task 4.2 Assumptions

- All in-person meetings in **Task 4.2** are assumed to occur in Palo Alto or Oakland, CA (Caltrans District offices) and all meetings would have an approximate duration of two (2) hours
- Changes in the project description and/or changes to the substantive details of the alternatives will have implications on the scope of work, budget, and schedule
- City will be responsible for publishing any newspaper notices, filing of any required CEQA/NEPA notices

Task 5 Survey

Task 5.1.2 Confirm Downstream Creek Topography

It is our understanding that SCVWD will provide NV5 the existing topographical survey of the creek needed to design the creek improvements downstream from the bridge. Per discussion with SCVWD staff, the existing survey information is approximately seven years old and needs to be confirmed with additional field survey. NV5 will perform supplemental topographic ground surveys of the downstream creek widening, sufficient to confirm SCVWD's existing creek topography and complete the design. The limits of the supplemental survey will be approximately 900 ft downstream from the bridge (measured along the centerline of the creek) and extend up to five feet from the top of the existing creek bank. NV5 will utilize existing project survey control (provided by SCVWD) to establish ties between the previous survey and those performed by NV5. Once completed, NV5 will reduce recovered field data and incorporate that data with previous survey data to compile a single coordinated topographic base map.

Task 6 Location Hydraulic Study/Bridge Hydraulic Report

Task 6.1.2 EIR/EA Hydraulics Analysis and Technical Memorandum

The existing hydraulic model will be modified based on the proposed bridge alternatives and configurations and the District's draft channel improvement plans. Iterative refinements will be made to the hydraulic model that reflect problematic areas wherever shear forces, velocities and water surface elevations are out of acceptable ranges. The final version of the model will be used as the basis for the

[3] ICF will prepare up to 60 hard copies and 40 CDs of the Public Draft and Final EIR/EA, in total.

bridge replacement and downstream creek widening design. A summary of the results of the hydraulic model will be presented in a technical memorandum.

Besides a technical memo to document the findings from hydraulic analysis, the task also includes coordination with the City, SCVWD, Caltrans and other stakeholders on determining channel conveyance capacity, selecting appropriate design criteria, and evaluating bridge hydraulic performance under flow conditions that exceed the natural channel capacity.

Task 6.5 Sediment Transport Analysis & Memo for Downstream Creek Widening

A sediment transport analysis will be conducted to determine sediment transport behaviors under proposed and existing conditions and to determine scour depths for the downstream creek widening design to ensure adequate channel bed and slope protection for the proposed creek widening.

The analysis will update and refine the existing preliminary sediment transport analysis model developed for the channel which will be supplied by the SCVWD. NV5 will review the existing model and modify the creek geometry based on proposed conditions.

The sediment transport option of the HEC-RAS program will be used to perform the sediment transport analysis. Utilizing the proposed geometry and fluvial geomorphologic principles, a feasible initial geometry and slope will be determined for the downstream reach. After characteristics of upstream and downstream conditions are achieved, selected storm hydrographs will then be simulated to assure that these conditions will persist for single events. The resulting geometry will be input to the hydraulic model to ensure conformance with hydraulic performance criteria. If significant changes are required to meet the hydraulic criteria or adjustments required for the creek widening design, those changes will be input to the sediment transport model and checked for sediment continuity. This overall iteration will be performed until the Project goals are achieved. Results of the sediment transport analysis will be documented in a technical memorandum.

6.6 Scour Analysis for Downstream Creek Widening

The task includes a detailed scour analysis for the downstream creek widening improvements to ensure adequate protection of the slope protection or retaining wall system. Design criteria and results of the analysis will be provided to the bank stabilization product vendor to provide specifications and provisions on creek foundation and slope design. Bank stabilization product vendor submittals will be reviewed and coordinated to ensure consistency with the Project requirements and constraints.

Task 8 Preliminary Engineering and Type Selection

Task 8.1 Bridge and Wall Type Selection Report

NV5 will plan, design, and coordinate the required preliminary engineering needed to define the scope of each project alternative. This task will include the development and analysis of the four project “build”

alternatives (Alternatives 5, 6, 7 & 8) as described in the Newell Road Alternatives Screening Analysis Report. In addition, a conceptual alternative for routing bicycle and pedestrian traffic separately from vehicular traffic will be investigated for Alternative 5. Similarities between the impacts of the various alternatives will be carefully considered when determining the extent of analysis required for each alternative.

The final vertical profile requirements for the bridge and roadway will be dependent on the hydraulic requirements associated with the 1% flood protection project for the creek. The preferred alternative for achieving 1% flood protection in the creek is currently being determined by the SFCJPA and is not established at this time.

The final profile for the bridge will also depend on the potential to achieve a design exception for Caltrans' freeboard requirements. The preliminary engineering performed under this task will include development of two potential bridge profile alignments, a "high profile grade" and a "low profile grade", in order to determine the potential environmental impacts of the profile alternatives under consideration at this time.

The high profile grade alternative will be based on the design criteria of passing the potential future one percent (100-year) flood event of 9,300 cubic feet per second (based upon a scenario under which all flow from the upper watershed passes beneath the Newell Road bridge) without pressure flow under the bridge. The low profile grade alternative will be based on the design criteria of passing a flow rate of 7,000 cubic feet per second (based upon a scenario under which the San Francisquito Creek Joint Powers Authority achieves the design goal for its currently funded Flood Protection Project's [i.e. to eliminate channel constrictions and modify bridges at Newell Road and Pope/Chaucer Street in order to allow the channel to contain flood waters equal to the channel's capacity of 7,000 cubic feet per second]) without pressure flow under the bridge. As part of the low profile grade alternative, the bridge would be designed to be adaptable to accommodate the full 9,300 cubic feet per second flow under pressure flow conditions.

NV5 will coordinate with the City, SFCJPA and the SCVWD to determine the hydraulic requirements for the bridge during the preliminary engineering phase with the goal of minimizing the bridge profile and related roadway approach impacts.

Conceptual roadway plan and profiles for each of the four project "build" alternatives will be prepared. The existing Bridge General Plan Sheet will also be updated to be representative of the four Project alternatives. Exhibits needed to convey the impacts of retaining walls required adjacent to private properties and options for driveway and pathway conforms will also be developed. A narrative description addressing pertinent information about each bridge and road alignment alternative will be provided in the type selection report and a preliminary planning study cost estimate for each alternative will be prepared.

In Coordination with the City, NV5 will provide the necessary additional analysis and type selection services necessary to select the most appropriate road alignment and bridge replacement type. Upon completion of our analysis and approval of the environmental document, we will produce and submit an updated Bridge Type Selection Report recommending the preferred roadway alignment and bridge replacement type to City and Caltrans for review and approval before developing the 35% design plan set.

NV5 will develop the downstream creek improvements based on SCVWD's preliminary design plans for this segment of the creek. It is expected that the downstream creek improvements will widen the north bank of the creek utilizing a plantable slope protection or retaining wall system.

NV5 will review the existing SCVWD plans and coordinate with the bank stabilization product vendor to determine design parameters for the foundation anchorage design criteria for the system. It is assumed that all geotechnical information needed to prepare the final design and construction bid documents for the Creek improvements will be provided by SCVWD. Based on this information, the existing plans and details will be updated as needed.

NV5 will develop up to four (4) concepts for the bank slope protection or retaining wall design needed to achieve the bank widening. The concepts provided will include sufficient cost, constructability and other information needed for the SCVWD to make a final selection of the bank stabilization or wall type to be used for the final design. Design of the downstream creek widening will not include any elements above the top of bank, or related to retaining walls, fencing, or floodwalls that may be required for future enhanced flood protection.

Task 8.1.2 Equipment Staging Technical Memo

Under this task, NV5 will prepare an Equipment Staging Technical Memo as required for the EIR/EA. The memo will describe the proposed staging areas to be utilized during the construction of the Project and how potential impacts to the surrounding environment, traffic patterns and nearby residents will be minimized.

Task 8.2.3 EIR/EA Traffic Study Update

This task includes the anticipated effort required to support completion of the traffic study for the environmental documentation for the Project. Additional efforts are expected to include:

- Scenario 5: One Lane Bi-Directional Vehicle Bridge Option
  - More detailed signal operations analysis
  - Evaluate impacts of adding pedestrian/bike barrier
- Additional details on pedestrian crossing layouts at the off-set Newell Road intersections on Woodland Avenue
- Support for PES
  - TJKM will include additional discussions on the various Newell Road Bridge alternatives in support of the City's Bike Master Plan
  - Additional discussions would be added to address Safe Route to School concerns
- Work with ICF in reviewing and completing traffic section of EIR/EA
- Attendance at one community meeting

Task 8.3 35% Preliminary Plans and Estimate

Upon receipt of written documentation from the City identifying the preferred bridge type and road alignment for the Project, and the approval of the Bridge Type Selection Report, a complete 35% plan set and estimate of probable construction cost for the preferred Project alternative (one alternative) will be developed. The preliminary plans will include:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Preliminary Retaining Wall Plan Sheets
- Preliminary Bridge General Plan Sheet

- Preliminary Creek Widening Plan and Profile (including trees, utilities and demolition)
- Preliminary Creek Widening Cross Sections
- Preliminary Creek Survey Control Sheet
- Preliminary Creek Widening Details

These preliminary plans will provide enough data to convey a complete scope of the Project. Concurrent with the development of the 35% plan set, NV5 will prepare a preliminary estimate of probable construction cost. Costs will be estimated for approximate quantities of roadway materials and structural items.

Task 8.3.2 Preliminary Landscape Architectural Design

This task will include preliminary design of the landscape elements of the project including project management and meetings, existing document review, development of residential conform concepts, coordination with ICF on project mitigation requirements and preparing exhibits for public meetings. After the preferred bridge replacement and creek widening alternatives are selected, a 35% submittal of the landscape plans and estimate will be prepared and will include:

- Residential conform planting plan – 1”=20’ (2 sheets)
- Revetment planting plan – 1”=20’ (1 sheet)
- Residential conform irrigation plan – 1”=20’ (2 sheets)
- Revetment irrigation plan – 1”=20’(1 sheet)
- Mitigation planting plan – 1” =20’ (up to 2 sheets)
- Mitigation irrigation plan – 1” = 20’ (up to 2 sheets)
- Construction details – various scales (4 sheets)
- Preliminary estimate of probable construction costs

Task 9: Final Design & PS&E Development

Task 9.1 65% Bridge/Structural Design

If the “low profile” bridge is selected as the preferred alternative for the bridge replacement, there is a chance that, depending on the SFCJPA’s final determination of the preferred method for achieving the 1% level of flood protection throughout the watershed, the bridge would need to be modified in the future to accommodate an increased 1% creek flow rate under pressure flow conditions. In order to address this potential this scenario, the bridge deck will be structurally designed to withstand the potential pressure flow conditions and to accommodate the future addition of taller headwalls to retain the increased creek flows. The additional effort to design the bridge to accommodate the future headwalls and buoyancy forces of the pressure flow condition were not considered in the original contract scope and cost and are now included in the scope of this modified task.

Task 9.4 65% Plans, Special Provisions, & Construction Cost Estimate Preparation

This scope and cost under this task is additional to the original contract scope and cost, and includes the 65% design and preparation of PS&E for the 900' of downstream creek widening. The creek widening design will be coordinated to reflect any changes to the SCVWD's creek improvement project plans and will be incorporated into the creek widening plans.

Task 9.6 Bridge Independent Check Calculations

Similar to Task 9.1, this task includes the additional effort to design the bridge to accommodate the future headwalls and buoyancy forces of the pressure flow condition were not considered in the original contract scope and cost and are now included in this additional task effort.

Task 9.10 Landscape Architecture Final PS&E Design

Based on comments received on the 35% submittal, the landscape plans will be developed into construction documents to a 65% level of completion. An updated cost estimate and technical specifications will be prepared for landscape-related items of work. Subsequent submittals will be made at the 90%, 100%, and Final PS&E levels in order to address comments and update the landscape architectural plans.

Task 10 Regulatory Agency Permitting

The original contract scope of work included obtaining permits for the Project, which included work in the creek immediately above and below the footprint of the bridge (~100 feet above and below), but did not include downstream creek widening. The original scope included obtaining permits with a) the Army Corps of Engineers (Corps) – Section 404 Nationwide Permit 14 for linear crossings, b) Regional Water Quality Control Board (RWQCB) – Section 401 Water Quality Certification, c) Fish and Game Code 1602 Streambed Alteration Agreement, and d) a BCDC Development Permit. As part of the initial project work, it has been determined that a BCDC Development Permit is not required.

Introduction of 900 feet of downstream improvements as part of the revised Project will likely result in changes in the permits that will need to be obtained and the effort needed to support permitting. Specifically, with creek widening and creek bank alteration, it is likely that an individual permit will be required from the Corps and supporting alternative analysis (AA/Least Environmentally Damaging Practicable Alternative [LEDPA] analysis) will be needed for the Corps permit and the RWQCB permit.

ICF recommends that the City consult with the resource agencies early in the EIR/EA development process concerning both the bridge and creek improvement elements to identify an alternative that could be permitted by the agencies and that can be determined to be the LEDPA by the Corps and the RWQCB. If possible, concurrence should be sought before release of the Draft EIR.

The RWQCB delayed approval of the permit applications for downstream work on lower San Francisquito Creek due to design disagreements. It is possible that RWQCB may not accept separate permitting of the creek widening/bank stabilization element or the bridge element of the Project separately from the SFCJPA's program EIR and/or permitting for the SFCJPA's program EIR may hold up, change, and redirect the permitting effort for the Project. This scope presumes separate permitting for the Project can be conducted in parallel with the SFCJPA's permitting efforts.

Task 10.1 Permitting Support

ICF will support the City in obtaining the following permits as described below. This scope presumes that the proposed creek widening/bank stabilization will be implemented as conceived presently. If the creek improvement project description changes substantially, then there may be need for additional budget for the permitting task. For all submissions noted below, this scope includes up to four (4) rounds of document reviews: Administrative Draft for City/NV5 review, Draft for Agency 1st review, 2nd Draft for City/NV5 review, and Final for agency submittal.

- Section 404 Individual Permit:
    - *Meetings/Coordination:* ICF would conduct up to two (2) meetings, including one (1) site visit, with the Corps, RWQCB, and California Department of Fish and Wildlife (CDFW) concerning project permits.
    - ICF would prepare an application for an Individual Permit (IP) to the Corps. It is presumed that there would be up to two requests for further information.
    - *Section 404(b)(1)Alternatives Analysis(AA)* – ICF would prepare an alternatives analysis that would analyze the bridge alternatives (using information developed for the EIR/EA) and creek improvement alternatives (including the proposed widening/bank stabilization as well as a geomorphic alternative and a creek layback/terracing alternative. It is presumed that NV5 will provide conceptual design for up to 2 alternatives to be used for the AA analysis. ICF will prepare a draft 404(b)(1) AA analysis for City/NV5 review, a revised draft for Corps review, and a final version responsive to Corps comments.
    - *Habitat Management Reporting and Monitoring Plan (HMRMP*): At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
    - *Public Notice Preparation*: ICF will prepare the draft public notice for the IP and final public notice responsive to Corps comments.
    - Response to public comments: ICF will prepare responses to public comments on the draft public notice.
    - *USFWS Section 7 Consultation:* This scope does not presume any need for USFWS consultation.
    - *NMFS Section 7 Consultation:* Preparation of the BA is included in Task 1 above. This task includes responding to information requests from NMFS concerning listed salmonids and review of draft Biological Opinion language, terms and conditions.
    - *SHPO Section 106 Consultation:* This scope does not presume any need for Section 106 consultation.
    - *Mitigation Design:* This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for City consideration, including estimated additional costs.

- Section 401 Water Quality Certification (WQC)
    - *Meetings/Coordination:* ICF would conduct up to four (4) meetings, including one (1) site visit, with the RWQCB. It is presumed that CPA and the consultant team will work with RWQCB to identify the LEDPA prior to release of the Draft EIR. Two (2) of the four (4) meetings would be combined with Corps and CDFW and two would be with RWQCB only.

- ICF would prepare an application for a Section 401 WQC. It is presumed that there would be up to two requests for further information.
- *RWQCB Alternatives Analysis* – It is presumed that the 404(b)(1) analysis can be used as the alternatives analysis for the RWQCB. It is presumes that the AA can be circulated to Corps and RWQCB at the same time and revised at the same time.
- *Habitat Management Reporting and Monitoring Plan:* At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
- *Mitigation Design:* This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for City consideration including estimated additional costs.

- 1602 Streambed Alteration Agreement (SAA)
  - *Meetings/Coordination:* ICF would conduct up to two (2) meetings, including one (1) site visit, with the CDFW that would be combined with meetings with Corps and RWQCB.
  - ICF would prepare an application for a section 1600 SAA. It is presumed that there would be up to two requests for further information.
  - *Habitat Management Reporting and Monitoring Plan*: At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
  - *Mitigation Design:* This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for Cityconsideration including estimated additional costs.

Task 10 Meetings/Site Visit

- Up to three (3) permitting site visits with agencies, to be combined as possible
- Up to two (2) meetings for Section 404 Permit, up to four (4) meetings for Section 401 WQC, up to two (2) meetings for 1602 SAA, to be combined as possible

Task 10 Deliverables

- Admin Draft, Draft, Screencheck Draft, and Final permit submittals for Corps, RWQCB, and CDFW

Task 10 Assumptions

- The permitting scope of work does not include mitigation design work or preparation of an HMRMP.
- The permitting scope includes permitting of a single alternative consisting of a bridge alignment and a creek widening/bank stabilization option.

EXHIBIT "B-2"
AMENDMENT NO. TWO 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	**Completion No. of Weeks From NTP**
1. Project Management	96
4. Environmental Clearance Documents	60
5. Survey	10
6. Location Hydraulic Study/Bridge Hydraulic Report	18
8. Preliminary Engineering and Type Selection	28
9. Final Design & PS&E Development	80
10. Regulatory Agency Permitting	96

EXHIBIT "C-3"
AMENDMENT NO. TWO 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-2" ("Basic Services") and reimbursable expenses shall not exceed $607,730. 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 $668,000. 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 $607,730 and the total compensation for Additional Services does not exceed $60,270.

BUDGET SCHEDULE	**NOT TO EXCEED AMOUNT**
Task 1 (Project Management)	$ 26,812
Task 3 (Utility Coordination)	$ 3,740
Task 4 (Environmental Clearance Documents)	$298,284
Task 5 (Survey and Base Mapping)	$ 5,352
Task 6 (Location Hydraulic Study/Bridge Hydraulic Report)	$ 34,264
Task 8 (Preliminary Engineering & Type Selection)	$ 85,663
Task 9 (Final Design & PS&E Development)	$ 96,873
Task 10 (Regulatory Agency Permitting)	$ 56,742

Sub-total Basic Services	$607,730
Reimbursable Expenses	(included in total above)

Total Basic Services and Reimbursable expenses	$607,730
Additional Services (Not to Exceed)	$ 60,270
Maximum Total Compensation	$668,000

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.

NEWELL ROAD at SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT - CITY OF PALO ALTO
FEE ESTIMATE FOR AMENDMENT No. 2: Additional Engineering and Environmental Documentation
March 10, 2015

TASK	TASK DESCRIPTION	Principal In Charge $252	Project Manager $225	Discipline Lead $205	Senior Engineer $149	Associate Engineer $105	Assistant Engineer $95	Junior Staff Engineer $105	Survey Manager $193	One Man Crew $140	Two Man Crew $238	CADD Tech $105	Project Administrator $91	Nolte Labor Fee	Reimbursable	Nolte Total Fee	Subconsultants	Total Fee
	Phase I - Preliminary Engineering , NEPA / CEQA Documentation																	
1	**Project Management**																	$0
	1.1 Project Management	0	40	24	0	0	0	0	0	0	0	0	0	$13,920	$0	$13,920	$0	$13,920
	1.1.2 Alternatives Project Management	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	1.1.3 EIR/EA Project Management	0	24	0	0	0	0	0	0	0	0	0	0	$5,400	$0	$5,400	$0	$5,400
	1.2 Meetings	0	8	0	8	0	0	0	0	0	0	0	0	$2,992	$0	$2,992	$0	$2,992
	1.3 Quality Assurance / Quality Control	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	1.4 Project Schedule	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	1.5 Public Outreach	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	1.5.2 Alternatives Analysis Public Outreach	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	1.5.3 EIR/EA Public Outreach Support	0	8	0	0	0	0	0	0	0	0	0	0	$1,800	$0	$1,800	$0	$1,800
	1.6 Agency Coordination	0	12	0	0	0	0	0	0	0	0	0	0	$2,700	$0	$2,700	$0	$2,700
	Subtotal - Task 1	***0***	***92***	***24***	***8***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$26,812***	***$0***	***$26,812***	***$0***	***$26,812***
2	**Existing Document Review**																	
	2.0 Existing Document Review	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	Subtotal - Task 2	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***	***$0***	***$0***	***$0***	***$0***
3	**Utility Coordination**																	
	3.0 Utility Coordination	0	0	8	0	8	0	0	0	0	0	12	0	$3,740	$0	$3,740	$0	$3,740
	Subtotal - Task 3	***0***	***0***	***8***	***0***	***8***	***0***	***0***	***0***	***0***	***0***	***12***	***0***	***$3,740***	***$0***	***$3,740***	***$0***	***$3,740***
4	**Environmental Clearance Documents**																	
	4.1 Prepare Technical Studies	0	16	0	0	8	0	0	0	0	0	0	0	$4,440	$0	$4,440	$146,883	$151,323
	4.2 Prepare CEQA and NEPA Environmental Documentation (EIR/EA)	0	4	0	0	4	0	0	0	0	0	0	0	$1,320	$0	$1,320	$145,640	$146,960
	Subtotal - Task 4	***0***	***20***	***0***	***0***	***12***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$5,760***	***$0***	***$5,760***	***$292,524***	***$298,284***
5	**Survey and Base Mapping**																	
	5.1 Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	5.1.2 Confirm Existing Creek Topography	0	0	0	0	0	0	0	8	0	16	0	0	$5,352	$0	$5,352	$0	$5,352
	5.2 Right-of-Way Constraints Map	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	5.3 Acquisition Plats and Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	Subtotal - Task 5	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***8***	***0***	***16***	***0***	***0***	***$5,352***	***$0***	***$5,352***	***$0***	***$5,352***
6	**Location Hydraulic Study/Bridge Hydraulic Report**																	
	6.1 Preliminary Design/Hydraulics Analysis	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	6.1.2 EIR/EA Hydraulics Analysis/Technical Memo	0	0	8	32	32	0	0	0	0	0	0	0	$9,768	$0	$9,768	$0	$9,768
	6.2 Location Hydraulics Study	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	6.3 Bridge Hydraulic Report	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	6.4 Contract Plans & Details	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	6.5 Sediment Transport Analysis & Memo for Downstream Creek Widening	0	0	16	40	64	0	0	0	0	0	0	0	$15,960	$0	$15,960	$0	$15,960
	6.6 Scour Analysis for Downstream Creek Widening	0	0	16	24	16	0	0	0	0	0	0	0	$8,536	$0	$8,536	$0	$8,536
	Subtotal - Task 6	***0***	***0***	***40***	***96***	***112***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$34,264***	***$0***	***$34,264***	***$0***	***$34,264***
7	**Geotechnical Investigations**																	
	7.1 Research and Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	7.2 Field Exploration	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	7.3 Laboratory Testing	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	7.4 Soil Analysis / Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	7.5 Prepare Draft Foundation Report	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	7.6 Prepare Final Foundation Report	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	Subtotal - Task 7	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***	***$0***	***$0***	***$0***	***$0***

NEWELL ROAD at SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT - CITY OF PALO ALTO
FEE ESTIMATE FOR AMENDMENT No. 2: Additional Engineering and Environmental Documentation
March 10, 2015

TASK	TASK DESCRIPTION	Principal In Charge $252	Project Manager $225	Discipline Lead $205	Senior Engineer $149	Associate Engineer $105	Assistant Engineer $95	Junior Staff Engineer $105	Survey Manager $193	One Man Crew $140	Two Man Crew $238	CADD Tech $105	Project Administrator $91	Nolte Labor Fee	Reimbursable	Nolte Total Fee	Subconsultants	Total Fee
8	**Preliminary Engineering and Type Selection**																	
	8.1 Preliminary Engineering and Bridge Type Selection	0	16	8	80	60	0	0	0	0	0	100	2	$34,142	$100	$34,242	$0	$34,242
	8.1.2 Prepare Cost Justification Memo for Downstream Creek Widening	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	8.1.3 Equipment Staging Technical Memo	0	1	0	8	0	0	0	0	0	0	8	0	$2,257	$0	$2,257	$0	$2,257
	8.2 Traffic Study	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	8.2.2 Alternatives Analysis Traffic Study	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	8.2.3 EIR/EA Traffic Study Update	0	4	0	0	0	0	0	0	0	0	0	0	$900	$0	$900	$5,775	$6,675
	8.3 35% Preliminary Plans and Estimate	0	10	0	40	16	0	0	0	0	0	56	4	$16,134	$100	$16,234	$0	$16,234
	8.3.2 Preliminary Landscape Architecture Design	0	0	8	8	0	0	0	0	0	0	0	0	$2,832	$0	$2,832	$23,423	$26,255
	8.4 Alternatives Analysis - Alternatives Development	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	Subtotal - Task 8	***0***	***31***	***16***	***136***	***76***	***0***	***0***	***0***	***0***	***0***	***164***	***6***	***$56,265***	$200	***$56,465***	***$29,198***	***$85,663***
	Phase II - Final Design & Permitting																	
9	**Final Design & PS&E Development**																	
	9.1 65% Bridge / Structural Design	0	16	0	32	0	0	0	0	0	0	40	0	$12,568	$0	$12,568	$0	$12,568
	9.2 Roadway Design	0	0	0	20	0	60	0	0	0	0	0	0	$8,680	$0	$8,680	$0	$8,680
	9.3 Traffic Control/Construction Staging Plans	0	0	0	4	0	16	0	0	0	0	0	0	$2,116	$0	$2,116	$0	$2,116
	9.4 65% Plans, Special Provisions, & Construction Cost Estimate Preparation	0	6	0	48	8	12	0	0	0	0	64	2	$17,384	$100	$17,484	$0	$17,484
	9.5 First (65%) PS&E Submittal	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	9.6 Independent Design Check	0	0	12	0	0	0	0	0	0	0	8	0	$3,300	$0	$3,300	$0	$3,300
	9.7 Response to Review Comments / 90% PS&E Submittal	0	8	0	36	0	32	0	0	0	0	40	0	$14,404	$0	$14,404	$0	$14,404
	9.8 Second (90%) PS&E Submittal	0	0	0	12	0	24	0	0	0	0	0	0	$4,068	$0	$4,068	$0	$4,068
	9.9 Third (100%) PS&E Submittal	0	8	0	22	0	12	0	0	0	0	16	0	$7,898	$0	$7,898	$0	$7,898
	9.10 Landscape Architecture Final PS&E Design	0	0	8	0	0	0	0	0	0	0	0	0	$1,640	$0	$1,640	$24,715	$26,355
	Subtotal - Task 9	***0***	***38***	***12***	***174***	***8***	***156***	***0***	***0***	***0***	***0***	***168***	***2***	***70,418***	***$100***	***$70,518***	***$24,715***	***$96,873***
10	**Regulatory Agency Permitting**																	
	10.1 Regulatory Agency Permitting	0	4	0	8	0	0	0	0	0	0	8	0	$2,932	$0	$2,932	$53,810	$56,742
	Subtotal - Task 10	***0***	***4***	***0***	***8***	***0***	***0***	***0***	***0***	***0***	***0***	***8***	***0***	***$2,932***	***$0***	***$2,932***	***$53,810***	***$56,742***
11	**Construction Bid Assistance**																	
	11.1 Bidding Assistance	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	11.2 Construction Support Services	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0
	Subtotal - Task 11	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***$0***	$0	***$0***	***$0***	***$0***
	TOTALS	**0**	**185**	**100**	**422**	**216**	**156**	**0**	**8**	**0**	**16**	**352**	**8**	**$205,543**	**$300**	**$205,843**	**$400,247**	**$607,730**

Attachment B

AMENDMENT NO. TWO TO COST SHARE AGREEMENT BETWEEN CITY OF PALO ALTO AND SANTA CLARA VALLEY WATER DISTRICT REGARDING NEWELL ROAD BRIDGE REPLACEMENT PROJECT

This Amendment No. Two ("Amendment"), effective as of the date it is fully executed by the parties, amends the terms and conditions of the Cost Share Agreement Between City of Palo Alto ("City") and Santa Clara Valley Water District ("District") Regarding Newell Road Bridge Replacement Project dated April 9, 2012 ("Agreement").

R E C I T A L S:

WHEREAS, the Agreement was entered into between the parties to memorialize the District's agreement to pay City the local matching funds associated with planning and design and the City's agreement to manage the engineering and environmental assessment phase of the Newell Road Bridge Replacement Project ("Project"); and

WHEREAS, City received a Caltrans Highway Bridge Program Grant for preliminary engineering for the Project and the District agreed to fund 11.47% of the Grant as local matching funds as required by the Grant; and

WHEREAS, City and its design consultant are amending their agreement to add scope in response to public input regarding analyzing various alternatives for the Newell Road Bridge replacement and preparing a full Environmental Impact Report to identify and analyze the potential impacts of the Project and corresponding mitigation measures; and

WHEREAS, City and its design consultant are amending their agreement to add scope in response to a request from the District to augment the Project scope to include the design and environmental assessment of San Francisquito Creek channel improvements needed to eliminate a channel capacity bottleneck downstream of Newell Road Bridge; and

WHEREAS, City and District desire to amend the Agreement to provide for District to increase its financial contribution of local matching funds correlating to the increased compensation to be provided to City's design consultant.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment No. Two and notwithstanding anything to the contrary stated in the Agreement, City and District hereby agree as follows:

1. Section II, DUTIES, 2.1 is hereby amended to increase District's local matching portion to an amount not to exceed $314,119 as invoiced by the City.

2. All other terms and conditions of the Agreement not otherwise amended as stated in this Amendment No. Two remain in full force and effect.

IN WITNESS WHEREOF, the parties have set forth below their consent to the terms and conditions of this Amendment No. Two to Agreement #A3581S through the signatures of their duly authorized representatives.

CITY OF PALO ALTO	SANTA CLARA VALLEY WATER DISTRICT
By: _____ City Manager Date:_____ APPROVED AS TO FORM: _____ Senior Assistant City Attorney APPROVED: _____ Director of Public Works	By:_____ Chief Executive Officer Date:_____ APPROVED AS TO FORM: _____ Senior Assistant District Counsel

Attachment C

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2015 IN THE CAPITAL IMPROVEMENT FUND, INCREASING THE NEWELL ROAD/SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT PROJECT (PE-12011) IN THE AMOUNT OF $668,000, OFFSET BY A REDUCTION TO THE INFRASTRUCTURE RESERVE.

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for Fiscal Year 2015; and

B. On July 11, 2011, the Council did adopt Budget Amendment Ordinance Number 5122 in the amount of $360,000 to establish CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement. The Council also authorized staff to accept Caltrans Highway Bridge Program grant funds and local matching funds from the Santa Clara Valley Water District (District) to pay for the design of the replacement bridge; and

C. On April 9, 2012 the City Council approved a contract with Nolte Associates, Inc. in the amount of $519,177 for the design and environmental assessment of the replacement bridge (Nolte Associates, Inc. has subsequently changed its name to NV5, Inc.); and

D. On January 8, 2013 staff held a community meeting, at which the City Manager committed to pausing the project development process in order to conduct a thorough analysis of potential project alternatives and a full environmental impact report (EIR) analyzing potential project impacts; and

E. On June 3, 2013 the City Council approved a contract amendment with NV5, Inc. in the amount of $167,000 to conduct an alternatives analysis and associated traffic study to evaluate and select feasible project alternatives for inclusion in the full environmental impact report review process; and

F. On February 27, 2014, staff presented the results of the alternative screening process at a community meeting at Palo Alto City Hall, during which staff identified five alternatives to be carried forward into the project's EIR review process. At the request of the District, the project has been modified to incorporate channel improvements, approximately 900 feet downstream of the bridge, to widen a narrow segment of San Francisquito Creek that creates a localized flow restriction; and

G. Amendment Two to the Contract with NV5, Inc. will allow for the preparation of the EIR to review screened feasible alternatives for the Newell Road Bridge replacement and

determine the preferred alternative for the Newell Road/San Francisquito Creek Bridge Replacement Project; and

H. After coordination with City staff, Caltrans has approved an amendment to the existing grant that would cover the cost of the expanded work for the EIR, but not the design and environmental review of the downstream channel modifications. Staff also reached an agreement with the District to amend the existing cost share agreement under which the District will cover the local share of the cost of the EIR, as well as 100% of the cost for the design and environmental review of the downstream channel work. As a result, the cost of the proposed contract amendment with NV5, Inc. will be fully reimbursed.

SECTION 2. The net sum of Six Hundred Sixty Eight Thousand Dollars is hereby appropriated to the Newell Road/San Francisquito Creek Bridge Replacement Project (PE-12011) in the Capital Improvement Fund. The expenditures in this new project will be offset by a reduction to the Infrastructure Reserve, with the funds subsequently being reimbursed by Caltrans ($432,926, or 88.53% of the cost of bridge replacement design and EIR) and the District ($235,074, or 11.47% of the cost of bridge replacement design and EIR, plus 100% of the cost of design and environmental review of the downstream channel modifications).

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. Because the Caltrans Highway Bridge Program grant funds originate from the federal government, the environmental assessment of the Newell Road/San Francisquito Creek Bridge Replacement Project must be conducted to comply with both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

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INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

APPROVED:

_____
Senior Assistant City Attorney

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City Manager

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Director of Administrative Services

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Director of Public Works