



City of Palo Alto

City Council Staff Report

(ID # 3599)

Report Type: Consent Calendar

Meeting Date: 6/3/2013

Council Priority: Emergency Preparedness

Summary Title: Amendment No. 1 to Newell Road Bridge Design Contract

Title: Adoption of a Budget Amendment Ordinance in the Amount of \$167,000 to CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Project, to begin an EIR Process Evaluating Project Alternatives, Approval of Contract Amendment No. One to Contract No. C12142825 in the Amount of \$167,000 with NV5, Inc. for a Traffic Study and Alternatives Analysis for the Newell Road/San Francisquito Creek Bridge Project, Capital Improvement Program Project PE-12011, and Approval of Amendment No. One to the Cost Share Agreement with the Santa Clara Valley Water District Providing for Contribution of Local Matching Funds for the Newell Road/San Francisquito Creek Bridge Project

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

1. Approve the attached Budget Amendment Ordinance in the amount of \$167,000 (Attachment A) to provide an additional appropriation for the Newell Road/San Francisquito Creek Bridge Replacement Project, Capital Improvement Program Project PE-12011;
2. Approve and authorize the City Manager or his designee to execute Amendment No. One to Contract No. C12142825 with NV5, Inc. (Attachment B) in a not-to-exceed amount of \$167,000 for a traffic study and alternatives analysis for the Newell Road/San Francisquito Creek Bridge Replacement Project (PE-12011), including \$151,929 for basic services and

\$15,071 for additional services; and

3. Approve and authorize the City Manager or his designee to sign Amendment No. One to the cost share agreement with the Santa Clara Valley Water District (District) (Attachment C) providing that the District will contribute the local funds matching the Caltrans Highway Bridge Program grant for the design of the Newell Road/San Francisquito Creek replacement bridge.

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 District providing for contribution of local matching funds to supplement the Caltrans grant funding.

Staff and the design consultant developed preliminary design alternatives for replacement of the existing Newell Road/San Francisquito Creek bridge. The preliminary bridge designs included a 32-foot-wide roadway (two traffic lanes with accommodation for bicyclists) and standard 5-foot-wide sidewalks on both sides of the bridge. Two potential bridge alignment configurations (one following the existing bridge alignment and one that would realign the bridge to connect directly with Newell Road in East Palo Alto) were offered for consideration.

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. 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, privacy issues for properties abutting the bridge, and the indirect but related issue of overflow parking by East Palo Alto residents on Palo Alto streets near 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, 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.

Discussion

Following the January 8 community meeting, staff directed NV5 to stop work on project design. Staff has been coordinating with NV5 and staff from the City of East Palo Alto, Santa Clara Valley Water District, San Francisquito Creek 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 an alternatives analysis covering a broad range of potential project alternatives, an enhanced traffic study that will identify the traffic-related impacts of the various project alternatives, and an inclusive public outreach process. The goal of the alternatives analysis is to use a fact-based, transparent public process to identify feasible project alternatives to be further studied through the EIR process.

The alternatives analysis and enhanced traffic study will include tasks 1 through 4 as summarized below. The alternatives analysis will describe, analyze, and screen the following project alternatives:

- § 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 vehicle bridge realigned to line up with Newell Road in East Palo Alto
- § New two-lane bridge with a partial realignment

1. Development of a detailed Project Purpose and Need Statement, which will identify the criteria that will be used to screen the potential project alternatives. A draft Project Purpose and Need Statement will be presented at a community meeting for public input before it is finalized.
2. Execution of an enhanced traffic study that includes counts of existing vehicle, pedestrian, and bicycle traffic as well as documentation of existing parking patterns on streets in the vicinity of the Newell Road Bridge. Industry-standard computer-based traffic models will be used to predict the traffic-related affects of each of the project alternatives for use in the alternatives analysis.
3. Preparation of conceptual layouts and project descriptions for each of the potential project alternatives, including a high-level assessment of potential environmental impacts of each alternative.
4. Execution of an alternatives analysis that screens the eight project alternatives using the criteria in the Purpose and Need Statement and the results of the traffic study to identify feasible project alternatives to be carried forward for more detailed analysis in the project EIR. A draft Alternatives Analysis Report will be presented at a community meeting for

public input before it is finalized.

The alternatives analysis will be an inclusive process coordinated with staff from the City of East Palo Alto, Santa Clara Valley Water District, and the San Francisquito Creek JPA. 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 feasible project alternatives to be addressed in the project's environmental document. Following completion of the alternatives analysis, staff will return to Council requesting an additional amendment to the NV5 contract for preparation of an EIR. The cost of the EIR is expected to be in the range of \$200,000 to \$250,000.

Staff met with Caltrans Office of Local Assistance representatives to request that they amend the existing Highway Bridge Program grant for the Newell Road Bridge Replacement Project to include the cost of the alternatives analysis and enhanced traffic study. Caltrans recently notified staff that they have approved an amendment to the grant that will cover 88.53% of the cost of the expanded scope of work. Staff has also reached agreement with Santa Clara Valley Water District staff on an amendment to the existing cost share agreement under which the District will cover the remaining 11.47% of the cost of the alternatives analysis. The amended cost share agreement is attached.

Timeline

The alternatives analysis and enhanced traffic study are expected to be completed within approximately three to four months. It will take up to one year to complete the EIR and the final construction documents. The construction of the Newell Road Bridge project, which will require a road closure for the duration of construction, is planned for Spring/Summer 2015. This timing is consistent with the planned execution of the JPA's related flood control improvements. Caltrans is expected to replace the West Bayshore Road/San Francisquito Creek bridge and close that road during the Spring/Summer of 2014. Due to the limited number of access points into the portion of East Palo Alto west of Highway 101, it

would not be possible to close Newell Road and West Bayshore Road simultaneously, so the 2015 schedule for the Newell Road project is ideal. The Santa Clara Valley Water District/JPA project to replace the Pope-Chaucer Street/San Francisquito Creek bridge is also tentatively scheduled for Spring/Summer 2015. Current plans are to keep Pope-Chaucer Street open during that bridge work.

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 amended Caltrans Highway Bridge Program grant will provide reimbursement for 88.53% of eligible project costs. The attached amendment to the cost sharing agreement provides that the District will reimburse the City for the remaining 11.47% of project costs. As a result of the BAO, the Infrastructure Reserve balance will temporarily decrease to \$12,785,070. 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 existing contract contains 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 now believes that a full environmental impact report (EIR) should be prepared in order to ensure a robust consideration of the potential environmental impacts of the project. Staff will return to Council for approval of an additional contract amendment for EIR preparation following the completion of the alternatives analysis.

cc: John Doughty, East Palo Alto Community Development Department

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

Attachments:

- A- Budget Amendment Ordinance (DOC)
- B - Amendment No. One to Contract No. C12142825 (PDF)
- C - Amendment No. One to SCVWD Cost Share Agreement (PDF)

ORDINANCE NO. xxxx

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO
AMENDING THE BUDGET FOR THE FISCAL YEAR 2013 TO
PROVIDE AN APPROPRIATION OF \$167,000 TO CAPITAL
IMPROVEMENT PROGRAM PROJECT NUMBER PE-12011, NEWELL
ROAD/SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT

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 18, 2012 did adopt a budget for fiscal year 2013; and

B. In fiscal year 2012, the Council appropriated \$539,000 for CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement, for the design and environmental assessment for the replacement of the functionally-obsolete Newell Road bridge over San Francisquito Creek. On April 9, 2012, Council approved a contract with Nolte Associates, Inc. (now known as NV5, Inc.) to perform this work; and

C. In response to the community's desire to identify and analyze multiple bridge alternatives, the contract with NV5, Inc. requires an amendment to include the changes in the scope and cost of the work to be performed; and

D. The proposed scope of work includes an alternatives analysis covering a broad range of potential project alternatives, an enhanced traffic study that will identify the traffic-related impacts of the various project alternatives, and an inclusive public outreach process; and

E. An additional appropriation of \$167,000 for CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement, is needed for the changes in scope described above; and

G. City Council authorization is needed to amend the 2013 budget as hereinafter set forth.

SECTION 2. The sum of One Hundred Sixty-Seven Thousand Dollars (\$167,000) is hereby appropriated to CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement.

SECTION 3. One Hundred Sixty-Seven Thousand Dollars (\$167,000) is hereby transferred from the Capital Fund Infrastructure Reserve, leaving a balance of \$12,785,070.

SECTION 4. A request submitted to Caltrans has been approved for the Infrastructure Reserve to be reimbursed by grant funding from the Caltrans Highway Bridge Program for 88.53 percent of this additional appropriation. The Santa Clara Valley Water District (SCVWD) will provide reimbursement for the remaining 11.47 percent of the cost.

SECTION 5. As specified in Section 2.28.080(a) of the Palo Alto Municipal Code, a two-thirds vote of the City Council is required to adopt this ordinance.

SECTION 6. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 7. 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). NV5, Inc. will assist staff with the preparation of the required environmental documents. The appropriate environmental review document will be brought to Council for consideration at the time of the awarding of the construction contract for the project.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

Senior Assistant City
Attorney

City Manager

Director of Public Works

Director of Administrative
Services

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

This Amendment No. One to Contract No. C12142825 (“Contract”) is entered into June 04, 2013, 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”).

RECITALS:

WHEREAS, 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

WHEREAS, the parties wish to amend the Contract to increase the scope of services to include an alternatives analysis and associated traffic study, 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-1” as an addition to the Scope of Services described in “Exhibit A” of the original Contract and 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-1”, in addition to the Basic Services described in “Exhibit A” of the original Contract, including payment for professional services and reimbursable expenses, shall not exceed six hundred twenty-three thousand nine hundred six dollars (\$623,906). In the event Additional Services are authorized, the total compensation for Basic Services and Additional Services and reimbursable expenses shall not exceed six hundred eighty-six thousand one hundred seventy-seven dollars (\$686,177). 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”), 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" and "C-2". 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" or Exhibit "A-1".

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-1" entitled "AMENDMENT NO. ONE SCOPE OF SERVICES".
- b. Exhibit "B-1" entitled "AMENDMENT NO. ONE SCHEDULE OF PERFORMANCE".
- c. Exhibit "C-2" entitled "AMENDMENT NO. ONE 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

NV5, INC.

City Manager

By: _____

Name: _____

APPROVED AS TO FORM:

Senior Asst. City Attorney

Title: _____

Attachments:

- EXHIBIT "A-1": AMENDMENT NO. ONE SCOPE OF SERVICES
- EXHIBIT "B-1": AMENDMENT NO. ONE SCHEDULE OF PERFORMANCE
- EXHIBIT "C-2": AMENDMENT NO. ONE COMPENSATION

EXHIBIT “A-1” – Amendment No. One Scope of Services

Palo Alto Newell Road Bridge Alternatives Analysis

Scope of Work

March 11, 2013

As discussed in the City of Palo Alto’s (City’s) public meeting on 1/8/13 at the Lucie Stern Community Center, and indicated in documents published on City’s official website (under News Details), the following eight (8) project alternatives are included in this scope of work:

- 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 control
- New two lane vehicle bridge using existing bridge alignment
- New two lane vehicle bridge realigned to line up with Newell Road in East Palo Alto
- New two vehicle bridge with a partial realignment

In response to public input and in order to screen feasible alternatives, an Alternatives Screening Analysis, including the alternatives described above, will be prepared. While all eight (8) alternatives will be considered, it is assumed that some of the alternatives may not meet the project purpose & need, thus it is assumed that fewer alternatives would be carried forward into the project’s environmental document stage. The alternative chosen to be carried forward would be included in the project’s Preliminary Environmental Study (PES). The PES will provide Caltrans with sufficient information to determine what class of action (what level document type) will be required for NEPA clearance (the determination of the class of action is made by the District Local Assistance Engineer [DLAE]). At this point in time, we anticipate that the CEQA document will be an Environmental Impact Report (EIR) which will be followed by preparation of a NEPA document anticipated to be a routine Environmental Assessment (EA).

Per the City’s request, the estimated cost to prepare an EIR that includes one (1) project alternative (and up to three [3] alternatives analyzed at a lesser level) is \$200,000. The estimated cost to prepare an EIR that includes four (4) project alternatives analyzed at an equal level is \$250,000. This estimated cost does not include preparation of the Alternatives Screening Analysis Report that is the subject of this scope of work, supporting technical studies/reports, or NEPA documentation.

Task 1.1.2 Alternatives Screening Analysis Project Management

NV5 and ICF will continue to manage the development of the technical analysis and engineering for the Newell Road Bridge Project alternatives screening analysis. This task includes time for providing the City strategic advice on the environmental process for CEQA/NEPA clearance.

Task 1.1.2.1 Team Meetings

NV5 and ICF will attend up to three (3) one (1) hour Project Team calls and two(2) in-person meetings (assumed to be two(2) hours or less) to support the Alternatives Screening Process (refer to Task 4.7.1.2 and Task 4.7.1.4). NV5 will continue to coordinate the team meetings, prepare the meeting agendas, set action items, and prepare meeting notes. ICF will review and provide input on meeting notes as requested.

Attendance by NV5 and ICF staff at additional internal Project Team conference calls, in-person meetings, or public/community meetings can be included on an ad-hoc basis under a separate scope and budget.

Task 1.5.2 Alternatives Screening Analysis Public Outreach

The city will be responsible for the public communication and outreach program for the Alternatives Screening process. NV5 and ICF will provide the technical information (described in Task 4.7, Task 8.2.2 and Task 8.4) for this program as it is developed.

Task 4.7 Alternatives Screening Analysis Process

ICF will assist the City with the Alternatives Screening Analysis Process by providing the following scope of services.

Task 4.7.1 Project Description, Purpose and Need, and Alternatives Screening Analysis Report

Task 4.7.1.1 Prepare Project Description/ Purpose and Need.

ICF will work with NV5 and the City to review the Project Description, which will include reviewing the Project's Purpose & Need. The City (and the City of East Palo Alto and other project partners as appropriate) will prepare the initial draft Project Description, fully describing each alternative to be studied and inserted into the Alternatives Screening Analysis Report. This is a critical deliverable in that the Purpose & Need will be used to screen the alternatives carried forward into the environmental document. ICF assumes that the refinement process (determining the completeness of the descriptions) will require up to two (2) rounds of review (Draft and Revised), prior to sharing with the public (see Task 4.7.1.2). To the greatest extent possible, reviews should be concurrent and comments should be consolidated. After the Project Description (Purpose & Need) has been internally reviewed and approved, it will be shared with the community in a public meeting coordinated by the City.

Task 4.7.1.2 Public Meeting on Project Description, Purpose & Need, and Alternatives Screening Analysis Process

The City will conduct a public meeting to review the Project Description, Purpose & Need, and the proposed Alternatives Screening Analysis Process. ICF and NV5 will attend this meeting and, if desired, ICF can contract for a court reporter and/or translation services under separate scope and budget. The events of the meeting will be summarized by the City and provided to NV5 and ICF.

Meetings

- Attendance by NV5 and ICF at two (2) meetings (one [1] strategy pre-meeting, one [1] Project Description, Purpose & Need, and Alternatives Analysis Process Public Meeting)

Task 4.7.1.3 Draft and Final Alternatives Screening Analysis Report – Environmental Section

NV5 will lead the preparation of an Alternatives Screening Analysis Report as described in Task 8.4.2. ICF will support NV5 in the preparation of the Alternatives Screening Analysis Report by providing a brief qualitative analysis of the relative environmental effects of the proposed alternatives. This analysis will include a separate section that considers NEPA-level screening criteria only, including environmental justice.

Task 4.7.1.4 Public Meeting on the Alternatives Screening Analysis Process and Results of the Alternatives Screening Analysis Report

As described in Task 1.1.2.1, NV5 and ICF will attend this meeting and if desired, ICF can contract for a court reporter and/or translators under separate scope and budget. The events of the meeting will be summarized by the City and provided to NV5 and ICF.

Meetings

- Attendance by NV5 and ICF at two (2) meetings (one [1] strategy pre-meeting, and one [1] Alternatives Screening Analysis Process and Results of Alternatives Screening Analysis Report Public Meeting)

Task 4.7.1.5 Update the Preliminary Environmental Study (PES)

After completion of the Alternatives Screening Analysis Report (and screening of the alternatives), ICF will revise and update the PES form to address one (1) or more alternatives for review by the Project Team. ICF will revise the current PES form package with an updated Project Description (Purpose & Need), description of changes to design, replacement of figures, and edits to existing text as needed. ICF anticipates that the PES may undergo up to two (2) rounds of review (one [1] round of review with the Project Team, and one [1] round of review with Caltrans). Upon completion, Palo Alto will re-submit the PES to Caltrans Local Assistance for review and signature.

Deliverable

- Draft, Revised, and Final PES form.

Task 8.2.2 Alternatives Screening Analysis Traffic Study

TJKM will take the lead on preparing a Traffic Impact Analysis that includes analyzing traffic conditions for the eight (8) project alternatives.

Each analysis will include the following study elements:

- Analyzing 14 intersections for level of service impacts against the proposed bridge configurations under three scenarios: existing, near-term cumulative (2025), and cumulative (2035)
- Analyze up to nine residential streets for traffic intrusion using the Traffic Infusion on Residential Environments (TIRE) methodology due to potential shifts in traffic patterns with respect to the various bridge alternatives
- A Parking Inventory and Occupancy count, with a qualitative discussion of parking conditions with respect to adjacent ADT and the potential effects of a no-vehicle bridge
- Recommendations for mitigations to significant impacts and options to preserve the current Quality of Life and protect the current level of residential traffic volumes

Task 8.2.2.1 Study Intersections

The City has identified the following intersections for analyzing for traffic impacts as part of the Newell Road Bridge project. The base project study intersections include:

- Newell Rd & Edgewood Drive
- Newell Rd & Hamilton Ave
- Newell Rd and Channing Ave
- Newell Rd & Woodland Ave (East Palo Alto)
- University Ave & Woodland Ave (East Palo Alto)
- University Ave & E Crescent Drive
- University Ave & Center Drove
- Hamilton Ave & W Crescent Drive
- Channing Ave & Saint Francis Drive
- Saint Francis Drive & Embarcadero Rd
- W. Bayshore Rd & Newell Rd
- W. Bayshore Rd & Woodland Ave
- W. Bayshore Rd & Channing Ave
- W. Bayshore Rd & Embarcadero Rd

For each study intersection, TJKM will collect peak-hour turning movement count data. Peak hour turning movement count data shall be collected for both the AM peak period (7:00AM-10:00AM) and PM peak period (5:00PM-8:00PM).

TJKM will analyze traffic impacts from the project site for each bridge configuration using either TRAFFIX or other traffic evaluation software approved by City staff. TJKM will be responsible for analyzing the following traffic scenarios:

- 2013 Existing Traffic Year
- 2020 Near-Term Background Traffic
- 2035 Future Traffic

The City will make available near-term and future traffic volumes for select intersections including: University Avenue & Woodland Avenue, University Avenue & Chaucer Street (Non-Study Intersection), and the Newell Road Bridge itself. TJKM will be responsible for using the existing condition traffic data collected for the project and the city-furnished forecast data to develop growth factors and analyze all the project intersection lists.

Task 8.2.2.2 Traffic Infusion on Residential Environment (TIRE)

The Traffic Impact Analysis (TIA) for the Newell Bridge will include a TIRE analysis of adjacent residential streets to evaluate and identify potential increases in vehicle volumes due to the various bridge configuration alternatives.

As part of this task, the consultant will collect 48-hour Average Daily Traffic (ADT) and speed counts for each of the proposed TIRE Study Corridors:

- Edgewood Drive –
 - Southwood Drive to Newell Road
 - Newell Road to Jefferson Drive
- Hamilton Avenue
 - Middlefield Rd to Center Drive
 - Center Drive to Newell Road
 - Newell Road to Jefferson Drive
 - Greer Road to Wildwood Lane
- East Crescent Drive
 - University Avenue to Southwood Drive
- Center Drive
 - University Avenue to Hamilton Avenue
- W Crescent Drive
 - University Avenue to Hamilton Avenue
- Newell Road
 - Edgewood Drive to Channing Avenue
 - Woodland Avenue to W. Bayshore Road (EPA)
- Channing Avenue
 - Middlefield Rd to Newell Road
- Woodland Avenue
 - Cooley Avenue to Clarke Avenue (EPA)

TIA Study Scenarios

The Traffic Impact Analysis (TIA) for the Newell Bridge will be prepared in compliance with the Valley Transportation Authority (VTA) – TIA Study Guidelines. Each of the study intersections will be analyzed to determine Level of Service (LOS) per the VTA guidelines for each of the following scenarios for each of the eight project alternatives:

Existing Conditions: LOS using TJKM collected data using either a Traffix or Synchro traffic simulation model

Background 2020: LOS using TJKM collected data and consultant-developed forecast measures from adjacent intersection data furnished by the City

Future 2035: LOS using TJKM collected data and consultant-developed forecast measures from adjacent intersection data furnished by the City

Any study intersection that is determined to potentially have significant traffic impacts by exceeding the City's, and/or other agency's standards of significance, when traffic is added due to a change from the existing Newell Bridge Configuration (Background 2020 and Future 2035), will be analyzed for initial appropriate mitigation measures. Mitigation measures will be identified by TJKM with input from the

City or the appropriate agency in which the study intersection is located. Each significantly impacted intersection will be analyzed to determine the level of mitigation required.

Task 8.2.2.3 Bicycle and Pedestrian Operations Analysis

TJKM will collect bicycle and pedestrian counts and observations at the Newell Road Bridge during at least three periods of the day (a.m., school and p.m. peak hours), and provide a detailed description of the existing bicycle and pedestrian operations that are directly connected to the existing bridge which may potentially be impacted by each of the project alternatives.

Task 8.2.2.4 Parking Analysis

TKM will conduct an on-street parking supply and occupancy count for existing conditions, provide a qualitative discussion related to the operations of the parking conditions and patterns, and provide an evaluation of how each project alternative may affect parking. The parking count will consist of occupancy at the study segments every two hours in a typical day (6AM, 8AM, 10AM, Noon, 2PM, 4PM, 6PM, 8PM, and 10PM). The streets that will be evaluated as part of the parking analysis include:

- Newell Road – Bridge to Dana Avenue
- Edgewood Road – Southwood Drive to Patricia Lane
- Hamilton Avenue – Center Drive to Patricia Lane
- Woodland Avenue – Cooley Avenue to Clarke Avenue (EPA)

Task 8.2.2.5 Environmental Impact Report (EIR) Integration

Upon completion of the project the TJKM will finalize the TIA report and be available to assist the NV5, ICF, and the City of Palo Alto in the preparation of an EIR.

Task 8.4 Alternatives Screening Analysis Alternatives Development and Screening Report

Task 8.4.1 Conceptual Plan Development

NV5 will prepare conceptual plans of six (6) of the eight (8) build project alternatives. Plans for the no project (leave existing bridge in place) and removal of existing bridge without replacement alternatives will not be developed. The purpose of the plans will be to depict the overall scope of each alternative to determine the extent of the work and a budgetary number for the anticipated construction cost. NV5 will consider ways to increase pedestrian/bicycle safety and ease of access to the extent practicable in developing the conceptual plan for each alternative. Each conceptual plan will include a depiction of the proposed path of travel for pedestrians and bicyclists through the Newell/Woodland intersection and across the bridge.

Task 8.4.2 Alternatives Screening Analysis Report Development

NV5 will prepare an Alternatives Screening Analysis Report comparing the eight (8) project alternatives: ICF will support NV5 in the preparation of the brief qualitative environmental section of the report as described in Task 4.7.1.3. The Alternatives Screening Analysis Report will summarize the Project Description and Purpose & Need, include a description of the alternatives, methodology for screening the alternatives, alternatives evaluation, and conclusions and recommendations.

At this time the Project Team has no preferred alternative. The report will summarize the analysis data, including the Alternatives Screening Analysis Traffic Study (Task 8.2.2), and consider the feasibility and the qualitative environmental impacts/effects of the alternatives.

The conclusions of the Alternatives Screening Analysis Report will be shared with the public as described in Task 4.7.1.4.

Deliverables

- Admin Draft and Draft Alternatives Screening Analysis Report

Task 8.4.3 Final Alternatives Screening Analysis Report

The Alternatives Screening Analysis Report will be finalized after the second public meeting.

Deliverable

- Final Alternatives Screening Analysis Report.

EXHIBIT “B-1”
AMENDMENT NO. ONE 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.

<u>Milestones</u>	Completion No. of Weeks <u>From NTP</u>
1. Project Management	16
4. Environmental Studies	16
8. Preliminary Engineering and Type Selection	16

**EXHIBIT “C-2”
AMENDMENT NO. ONE 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-1” (“Basic Services”) and reimbursable expenses shall not exceed \$151,929. 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 \$167,000. 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 \$151,929 and the total compensation for Additional Services does not exceed \$15,071.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Project Management)	\$31,697
Task 4 (Environmental Clearance Documents)	\$29,142
Task 8 (Preliminary Engineering & Type Selection)	\$91,090
Sub-total Basic Services	\$151,929
Reimbursable Expenses	(included in total above)
Total Basic Services and Reimbursable expenses	\$151,929
Additional Services (Not to Exceed)	\$ 15,071
Maximum Total Compensation	\$167,000

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
ALTERNATIVES ANALYSIS FEE ESTIMATE
FEBRUARY 22, 2013

TASK	TASK DESCRIPTION	Principal In Charge \$252	Project Manager \$225	Discipline Lead \$205	Senior Engineer \$149	Associate Engineer \$105	Assistant Engineer \$95	Survey Manager \$193	Two Man Crew \$238	CADD Tech \$105	Project Administrator \$91	Nolte Total Fee	Subconsultants	Total Fee
Phase I - Preliminary Engineering , NEPA / CEQA Documentation														
1	Project Management													\$0
	1.1 Project Management	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	1.1.2 Alternatives Project Management	0	24	16	0	0	0	0	0	0	0	\$8,680	\$6,678	\$15,358
	1.2 Meetings	0	16	0	0	0	0	0	0	0	0	\$3,600	\$0	\$3,600
	1.3 Quality Assurance / Quality Control	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
	1.5 Public Outreach	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	1.5.2 Alternatives Analysis Public Outreach	0	16	16	0	0	0	0	0	0	0	\$6,880	\$5,859	\$12,739
	1.6 Agency Coordination	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	Subtotal - Task 1	0	56	32	0	0	0	0	0	0	0	\$19,160	\$12,537	\$31,697
2	Existing Document Review													
	2.0 Existing Document Review	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
3	Utility Coordination													
	3.0 Utility Coordination	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	Subtotal - Task 3	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
4	Environmental Clearance Documents													
	4.1 Prepare Purpose and Need Statement	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.2 Prepare Admin Draft and Draft I.S.	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.3 Prepare Admin Final and Final I.S.	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.4 Prepare Cat. Exclusion for NEPA	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.5 Prepare Draft and Final Tech Studies/Memoranda	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.6 Project Mgmt and Mtgs.	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	4.7 Alternatives Analysis Screening Process (Includes 360 Degree Photos)	0	0	0	0	0	8	8	0	0	0	\$2,304	\$26,838	\$29,142
	Subtotal - Task 4	0	0	0	0	0	8	8	0	0	0	\$2,304	\$26,838	\$29,142
5	Survey and Base Mapping													
	5.1 Topographic Survey	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	5.2 Right-of-Way Constraints Map	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
	Subtotal - Task 5	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
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
	6.2 Location Hydraulics Study	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
	Contract Plans & Details	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	Subtotal - Task 6	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
7	Geotechnical Investigations													
	7.1 Research and Data Collection	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

**NEWELL ROAD at SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT - CITY OF PALO ALTO
ALTERNATIVES ANALYSIS FEE ESTIMATE
FEBRUARY 22, 2013**

TASK	TASK DESCRIPTION	Principal In Charge \$252	Project Manager \$225	Discipline Lead \$205	Senior Engineer \$149	Associate Engineer \$105	Assistant Engineer \$95	Survey Manager \$193	Two Man Crew \$238	CADD Tech \$105	Project Administrator \$91	Nolte Total Fee	Subconsultants	Total Fee
	7.3 Laboratory Testing	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
	7.5 Prepare Draft Foundation Report	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
	Subtotal - Task 7	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
8	Preliminary Engineering and Type Selection													
	8.1 Bridge Type Selection Report	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	8.2 Traffic Study	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	8.2.2 Alternatives Analysis Traffic Study	0	16	8	0	0	0	0	0	0	0	\$5,240	\$53,802	\$59,042
	8.3 35% Preliminary Plans and Estimate	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	8.4 Alternatives Analyses - Alternatives Development	0	44	0	24	88	16	0	0	64	12	\$32,048	\$0	\$32,048
	Subtotal - Task 8	0	60	8	24	88	16	0	0	64	12	\$37,288	\$53,802	\$91,090
Phase II - Final Design & Permitting														
9	Final Design & PS&E Development													
	9.1 65% Bridge / Structural Design	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.2 Roadway Design	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.3 Traffic Control/Construction Staging Plans	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.4 65% Plans, Special Provisions, & Construction Cost Estimate Preparation	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.5 First (65%) PS&E Submittal	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.6 Independent Design Check	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.7 Response to Review Comments / 90% PS&E Submittal	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.8 Second (90%) PS&E Submittal	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	9.9 Third (100%) PS&E Submittal	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	Subtotal - Task 9	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
10	Regulatory Agency Permitting													
	11.1 Section 404, Nationwide Permit Authorization	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	11.2 Section 401, Water Quality Certification	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	11.3 Section 1602, Lake or Streambed Alteration Agreement	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	11.4 Environmental Commitment Record	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
11	Construction Bid Assistance													
	12.1 Bidding Assistance	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	12.2 Construction Support Services	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
	Subtotal - Task 12	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
TOTALS		0	116	40	24	88	24	8	0	64	12	\$58,752	\$93,177	\$151,929

**Table 1. Cost Estimate for Newell Road Bridge Project Alternatives Screening Analysis
(Qualitative Environmental Screening, No Visual Sims, No Public Outreach)**

Task	Employee Name	Project Role	Labor Classification	Production Staff					Labor Total	Direct Expenses	Total Price		
				Walter Ric	Fukasawa Chr	Bouler Kar	Subtotal	Editor / Pub Spec				Invoicing	Subtotal
				Senior Advisor	Project Manager	Deputy Project Manager							
			Proj Dir	Sr Consult III	Assoc Consult III								
Project Mgmt Activities							\$0		\$0				
1.1.2 Alternatives Screening Analysis Project Mgmt			12	20			\$5,940	6	\$420	\$6,360			
Alternatives Screening Analysis Report							\$0		\$0				
4.7.1.1 Prepare Project Description and Purpose & Need			4	12	18		\$5,020	2	\$190	\$5,210			
4.7.1.2 Public Mtg on Proj Descrip, Purpose & Need, Alt Analysis Process			6	6	4		\$2,790		\$0	\$2,790	\$0		
4.7.1.3 Draft Alts Screening Report (Qualitative Screening Only)			10	40	20		\$11,200	6	\$570	\$11,770			
4.7.1.4 Public Mtg on Alt Analysis & Alts Screening Rpt			6	6	4		\$2,790		\$0	\$2,790	\$0		
4.7.1.3 Final Alts Screening Report			4	6	8		\$2,830	2	\$190	\$3,020			
Preliminary Environmental Study							\$0		\$0				
4.7.1.7 Preliminary Environmental Study			4	10	16		\$4,450	2	\$190	\$4,640			
Total hours			46	100	70			12	6				
ICF E&P 2012 Billing Rates			\$220	\$165	\$120			\$95	\$70				
Subtotals			\$10,120	\$16,500	\$8,400		\$35,020	\$1,140	\$420	\$1,560	\$36,580		
Direct Expenses													
523.02 Reproductions											\$136		
523.04 Postage and Delivery											\$100		
523.05 Travel, Auto, incld. Mileage at current IRS rate (.555/mile)											\$300		
529.00 Other Reimbursable Expenses											\$300		
Mark up on all non-labor costs and subcontractors:											\$84		
Direct expense subtotal											\$920		
Total price											\$37,500		

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

This Amendment No. One to the Cost Share Agreement dated April 9, 2012, (the “Agreement”) is entered into on _____, 2013, by and between the City of Palo Alto, a charter city and a municipal corporation of the State of California (“CITY”), and the Santa Clara Valley Water District, a state of California Special District (“DISTRICT”).

RECITALS:

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

WHEREAS, the District agreed to fund 11.47% (the local share for a Caltrans Highway Bridge Program Grant) of the cost of the City’s design and environmental assessment contract for the Project; and

WHEREAS, at the time the Agreement was entered into, the design contract for the Project was for \$522,143, and the District’s matching share contribution was \$59,890; and

WHEREAS, the City is amending the design contract to add \$167,000 to the contract amount, and as a result, the District’s matching share will increase by \$19,155, to a revised total of \$79,045; and

WHEREAS, the parties wish to amend the Contract.

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

The District will increase its local match funding for the Project in an amount not to exceed \$19,155, as invoiced by the City. As a result, the District’s matching share will not exceed a total of \$79,045.

Except as herein modified, all other provisions of the Agreement, including any exhibits 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.

[Signatures on Next Page]

CITY OF PALO ALTO

By: _____
City Manager

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED:

Director of Public Works

SANTA CLARA VALLEY
WATER DISTRICT

By: _____
Chief Executive Officer

APPROVED AS TO FORM:

Senior Assistant District Counsel