



City Council Staff Report

From: City Manager
Report Type: CONSENT CALENDAR
Lead Department: Public Works

Meeting Date: November 27, 2023
Report #:2308-1944

TITLE

Approval of Amendment No. 5 to Contract No. C12142825 with NV5, Inc. to add \$295,083, increasing the not-to-exceed amount to \$2,176,406, for Right-of-Way Appraisal and Acquisition Support for the Newell Road/San Francisquito Creek Bridge Replacement Project, Capital Improvement Program Project PE-12011. CEQA: Environmental Impact Report for Newell Road/San Francisquito Creek Bridge (Resolution No.9889).

RECOMMENDATION

Staff recommends that Council approve and authorize the City Manager or their designee to execute Amendment No. 5 to Contract No. C12142825 with NV5, Inc. in a not-to-exceed amount of \$295,083 for design and right-of-way appraisal and acquisition support for the Newell Road/San Francisquito Creek Bridge Replacement Project (PE-12011), including \$236,083 for basic services and \$59,000 for additional services, resulting in a total not-to-exceed contract amount of \$2,176,406.

BACKGROUND

Replacement of the Newell Road Bridge is a key element of flood control for San Francisquito Creek. On June 1, 2020, Council approved the project and the Final Environmental Impact Report (EIR). The full background of the project's progress and contract amendments can be found in the most recent Council action on June 22, 2021.¹

ANALYSIS

In December 2020, Caltrans approved and programmed an amount of \$113,000 for right-of-way support for the Newell Road Bridge project. Right-of-way support services including property appraisals, preparation of documents for temporary and permanent easements, and coordination with property owners, were not originally included in NV5's contract. Because of the additional grant funding from Caltrans, a formal solicitation was required to complete the right-of-way phase. A sub-consultant to NV5, Associated Right-of-Way Services (ARWS), was

¹ City Council, June 22, 2021, Agenda Item #5; SR #12368
<https://www.cityofpaloalto.org/files/assets/public/v/2/agendas-minutes-reports/reports/city-manager-reports-cmrs/year-archive/2021/id-12368.pdf>

selected in Fall 2022 to advance the right-of-way support. The sub-consultant was able to commence the right-of-way support tasks with available funds moved administratively within the contract. The recommended contract amendment (Attachment A) will add to the scope right-of-way services to be performed by ARWS and NV5. The cost for these services is \$219,211.

This amendment also includes additional funding for scope associated with the Plans, Specifications and Estimate phase. The additional scope includes updates performed to complete the plans, notably a Caltrans requirement to implement the 2022 Caltrans Construction Contract Standards. The fee associated with the scope is \$16,872.

Lastly, this amendment includes an additional adhoc services amount of \$59,000, which equals 25% of the amount of the basic services amount, for services not yet foreseen that may be needed to support completing the design. Although the standard construction contract contingency is typically 10%, as a contract that provides expert services, the higher amount is recommended based on the complexity of the project and the history of working with Caltrans on funding requests. There are design elements of the project with added complexities due to improvements that extend onto private properties and require raising the public roads.

These amounts have been submitted to Caltrans as a funding request, along with the other additional funding and moving of funding to the current fiscal year to support project construction in calendar year 2024. Caltrans is currently reviewing the funding requests.

FISCAL/RESOURCE IMPACT

Funding for the contract amendment is available in the Fiscal Year 2024 Adopted Capital Improvement Program Newell Road/San Francisquito Creek Bridge Replacement project (PE-12011).

STAKEHOLDER ENGAGEMENT

Significant stakeholder engagement was done during the environmental review phase. Ongoing coordination with adjacent property owners is underway as part of the right-of-way phase.

ENVIRONMENTAL REVIEW

An Environmental Impact Report for the Newell Road/San Francisquito Creek Bridge Replacement Project was completed and certified by Council on June 1, 2020 (SR #11184), by adoption of Resolution No. 9889.²

ATTACHMENTS

Attachment A: Amendment No. 5 to Contract No. C12142825 with NV5, Inc.

APPROVED BY: Brad Eggleston, Director Public Works/City Engineer

² Resolution 9889, <https://www.cityofpaloalto.org/files/assets/public/v/1/city-clerk/resolutions/reso-9889.pdf?t=62904.01>

**AMENDMENT NO. 5 TO CONTRACT NO. C12142825A
BETWEEN THE CITY OF PALO ALTO AND
NV5, INC.**

This Amendment No. 5 (this “Amendment”) to Contract No. C12142825 (the “Contract” as defined below) is entered into as of November 13, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and NV5, INC., a California corporation, located at 15092 Avenue of Science, Suite 200, San Diego, CA 92128 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of professional engineering design and environmental assessment services (the “Services” as defined therein) in connection with the Newell Road/San Francisquito Creek Bridge Replacement Project (“Project”), as detailed therein.

B. The Parties entered into Amendment No. 1 and Amendment No. 2, each amending the Scope of Services, Schedule of Performance and Compensation, as detailed therein, and Amendment No. 3, amending the Schedule of Performance as detailed therein.

C. The Parties entered into Amendment No. 4 to (1) increase and amend the Scope of Services; (2) increase the compensation by Five Hundred Twenty-Seven Thousand One Hundred Forty Six Dollars (\$527,146), from One Million Three Hundred Fifty-Four Thousand One Hundred Seventy-Seven Dollars (\$1,354,177) to a new total not-to-exceed amount of One Million Eight Hundred Eighty-One Thousand Three Hundred Twenty-Three Dollars (\$1,881,323); and (3) extend the Contract term through December 31, 2024, as detailed therein.

D. The Parties now wish to amend the Contract in order to (1) add Scope for Right-of-Way Support Services and changes to Plan, Specification and Estimate; and (2) increase the compensation by Two Hundred Ninety-Five Thousand Eighty-Three Dollars and Twenty Cents (\$295,083.20), from One Million Eight Hundred Eighty-One Thousand Three Hundred Twenty-Three Dollars (\$1,881,323) to a new total not-to-exceed amount of Two Million One Hundred Seventy-Six Thousand Four Hundred Six Dollars and Twenty Cents (\$2,176,406.20), as detailed herein.

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

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C12142825 between CONSULTANT and CITY, dated March 5, 2012, as amended by:

Amendment No.1, dated June 4, 2013

Vers.: Aug. 5, 2019

Item 8
Attachment A -
Amendment No. 5 to
Contract No. C12142825
with NV5, Inc.

Amendment No.2, dated March 10, 2015
Amendment No.3, dated June 1, 2020
Amendment No.4, dated June 21, 2021

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 1, entitled "SCOPE OF SERVICES", of the Contract is hereby amended to read as follows:

"CONSULTANT shall perform the Services described in the attached Exhibit "A" (Scope of Services), Exhibit "A-1" (Scope of Services, Amendment No. 1), Exhibit "A-2" (Scope of Services, Amendment No. 2), Exhibit "A-3" (Scope of Services, Amendment No. 4), and Exhibit "A-4" (Scope of Services, Amendment No.5) 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 3. Section 4, entitled "NOT TO EXCEED COMPENSATION," of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Section 1 (Scope of Services) herein, including any reimbursable expenses specified in Exhibit "C" (Compensation), Exhibit "C-2" (Compensation, Amendment No. 1), Exhibit "C-3" (Compensation, Amendment No. 2), Exhibit "C-4" (Compensation, Amendment No. 4) OR Exhibit "C-5" (Compensation, Amendment No. 5) as applicable, shall not exceed One Million Nine Hundred Seventy-Two Thousand Three Hundred Eighty Dollars and Twenty Cents (\$1,972,380.20). In the event Additional Services are authorized, the total compensation for the performance of the Services (also referred to herein as the "Basic Services"), Additional Services and any specified reimbursable expenses, shall not exceed Two Million One Hundred One Hundred Seventy-Six Thousand Four Hundred Six Dollars and Twenty Cents (\$2,176,406.20), as detailed in Exhibit(s) "C", "C-2" "C-3", "C-4" and/or "C-5", as applicable. The applicable rates and schedules of payment (budget schedules) are set out in Exhibit(s) "C", "C-1", "C-2", "C-3", "C-4", and/or "C-5", which are hereby 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 Exhibit(s) "C", "C-2", "C-3", "C-4", and/or "C-5", as applicable. 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", Exhibit "A-2", Exhibit "A-3" or Exhibit "A-4".

Vers.: Aug. 5, 2019

Item 8
Attachment A -
Amendment No. 5 to
Contract No. C12142825
with NV5, Inc.

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

- a. Exhibit "A-4" entitled "SCOPE OF SERVICES, AMENDMENT NO. 5", ADDED.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 5", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C-5" entitled "COMPENSATION, AMENDMENT NO. 5", ADDED.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

Item 8
Attachment A -
Amendment No. 5 to
Contract No. C12142825
with NV5, Inc.

SIGNATURES OF THE PARTIES

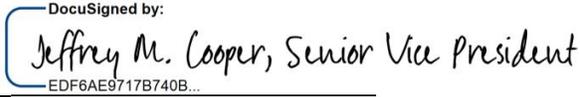
IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

NV5, INC.

City Manager

Officer 1

By:  DocuSigned by:
Jeffrey M. Cooper, Senior Vice President
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Name: Jeffrey M. Cooper, Senior Vice President

Title: Senior Vice President

APPROVED AS TO FORM:

City Attorney or Designee

Officer 2

By:  DocuSigned by:
Maryjo E O'Brien
7FFC5B3A6A614DC...

Name: MARYJO E O'BRIEN

Title: Corporate Secretary

Attachments:

Exhibit "A-4": "SCOPE OF SERVICES, AMENDMENT NO. 5" (ADDED)

Exhibit "B": "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 5" (AMENDED, REPLACES PREVIOUS)

Exhibit "C-5": "COMPENSATION, AMENDMENT NO. 5" (ADDED)

Vers.: Aug. 5, 2019

**AMENDMENT NO. 5 TO CONTRACT NO. C12142825A
BETWEEN THE CITY OF PALO ALTO AND
NV5, INC.**

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Vers.: Aug. 5, 2019

Amendment No.2, dated March 10, 2015
Amendment No.3, dated June 1, 2020
Amendment No.4, dated June 21, 2021

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

- a. Exhibit "A-4" entitled "SCOPE OF SERVICES, AMENDMENT NO. 5", ADDED.
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SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

DocuSigned by:
Ed Shikada
E2DCA19CCC8D4E9

City Manager

APPROVED AS TO FORM:

DocuSigned by:
Mark Vanni
D096F61EA095472...

City Attorney or Designee

NV5, INC.

Officer 1

DocuSigned by:
Jeffrey M. Cooper, Senior Vice President
EDF6AE9717B740B...
By: _____
Name: Jeffrey M. Cooper, Senior Vice President
Title: Senior Vice President

Officer 2

DocuSigned by:
Maryjo E O'Brien
7FFC5B3A6A614DC...
By: _____
Name: MARYJO E O'BRIEN
Title: Corporate Secretary

Attachments:

- Exhibit "A-4": "SCOPE OF SERVICES, AMENDMENT NO. 5" (ADDED)
- Exhibit "B": "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 5" (AMENDED, REPLACES PREVIOUS)
- Exhibit "C-5": "COMPENSATION, AMENDMENT NO. 5" (ADDED)

EXHIBIT A-4
SCOPE OF SERVICES, AMENDMENT NO. 5
(ADDED)

CONSULTANT (also referred to herein as “NV5”) will provide the Services described in this Exhibit “A-4,” Scope of Services, Amendment No. 5, which details the tasks required to finalize the Newell Road Bridge Project for the City of Palo Alto.

This Exhibit “A-4” identifies the Services already provided from Exhibits “A” through “A-3” (“Tasks Completed” as identified below), details the Services remaining to be provided during the remainder of the term of the Agreement, and details Services added and to be provided during the remainder of the term of the Agreement as of the Effective Date of Amendment No. 5, setting a revised baseline for the Services remaining to be provided. In the event of a conflict between the Scope of Services provided in Exhibit “A-4” and the Scopes of Services provided in Exhibits “A” through “A-4,” the Scope of Services provided in Exhibit “A-4” will control.

Tasks that are completed, or have been determined unnecessary, are no longer part of the final design development and are excluded from this Scope of Services. As applicable, tasks and subtasks are noted below as “completed” or “determined unnecessary” or “on-going”. Phases, tasks, and, where appropriate, descriptions presented, are intended to follow those from the original contract and previous contract amendments.

Phase 1- Preliminary Engineering, NEPA/CEQA Documentation

Task 1 - Project Management (On-going)

Task 1.1 - Project Management

Consultant will directly coordinate with Client on a monthly basis through the completion of design and bidding support. Progress reports will be included each month with invoices. Progress reports will consist of a memo summarizing project status and the budget tracking spreadsheet, consistent with the project to date. Consultant will coordinate with Project Stakeholders as required to deliver the project. Consultant will perform management duties, including project tracking, budget review, subconsultant maintenance and communication, and internal coordination.

NV5’s Project Manager understands the connectivity between the Newell Road Bridge Replacement Project and the Upstream of Highway 101 Project. The Project Manager understands priorities and schedules for each project and will allocated uninterrupted resources to the critical tasks as necessary. As a general rule, the Newell Road project carries the highest priority as it must be constructed prior to the Upstream of Highway 101 improvements in the larger picture of the flood control project for the region.

▪ **Task 1.1 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Monthly Invoices
2. Budget Tracking Spreadsheet
3. Monthly Progress Report

Task 1.2 – Meetings (On-going)

Task 1.3 - Quality Assurance/Quality Control (On-going)

Throughout the project, NV5 will ensure project quality at all levels of design by incorporating our Quality Assurance/Quality Control processes and procedures under the Quality Management Plan (QMP). The objectives of the QMP are to provide a consistent approach to performing quality control reviews of all work products to accomplish the following:

- Identify key project quality goals, roles and resources
- Identify the requirements of the Scope of Work. Make certain to check the Contract deliverables
- Identify and describe quality processes and procedures applicable to the project and group. The QMP assures that all team members are following the same processes
- Serve as a comprehensive reference tool for the Project Manager and other project staff in carrying out steps related to Quality Assurance/Quality Control

Task 1.4 - Project Schedule (On-going)

NV5 will prepare a comprehensive project schedule and submit it to the City for review and approval. The schedule will be updated once per month to reflect any changes discussed during the monthly Team call, and a copy will be submitted to the City of Palo Alto for project records. The monthly project update will be submitted to the City one week prior to the monthly team meeting to allow for review and discussion at the team meeting.

▪ **Task 1.4 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Project Schedule

Task 3 - Utility Coordination (On-going)

Task 3.0 - Utility Coordination

NV5 will provide utility coordination services with the objective to obtain all data on the various utility encroachments within the project limits. Early coordination will occur once the Type Selection Report has been completed. In addition, following Caltrans utility procedures standard A, B, and C letters of utility notification will be prepared by NV5 for signature and submission by City of Palo Alto and City of East Palo Alto. NV5 anticipates contacting all utility agencies relevant to the Newell Road Bridge Replacement Project.

▪ **Task 3.0 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Utility A, B, and C letters
2. PG&E contract and application process to the City of Palo Alto for pole relocation

Task 4 – Environmental Clearance Documents (Task Completed)

Task 5.3 - Right of Way Engineering Services (On-going)

Based on finalized Right of Way alignment, NV5 will prepare right of way plats and legal descriptions necessary for temporary construction easements, permanent easements and the acquisition of additional right of way. Based on available assessors' maps covering the project site, we have based our fee on providing a maximum of five (5) plats and legal descriptions. At this time, it is anticipated that plats and legals will be needed for: APN No. 003-12-013 (475 Newell Road, Palo Alto), APN No. 063-513-350 (5 Newell Road, East Palo Alto), APN No. 063-515-370 (1761 Woodland Avenue, East Palo Alto), APN No. 063-515-380 (1767 Woodland Avenue, East Palo Alto, including portion in channel), APN No. 063-515-280 (1773 Woodland Avenue, East Palo Alto).

The City will be responsible for appraising and acquiring all necessary easements and right of way takes. Right of Way Appraisal and Acquisition services are not included in our scope of services or fee.

▪ **Task 5.3 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Two (2) copies of signed Plat Maps and Legal Descriptions for each of the affected parcels.

Task 6 – Bridge Hydraulic Report (Task Completed)

Task 7 - Geotechnical Investigations (Task Completed)

Task 7.5 – Prepare Draft Foundation Report (Task Completed)

Task 7.6 - Final Foundation Report (Task Completed)

Task 8 - Type Selection (Task Completed)

Phase 2 - Final Design & Permitting

Task 9 - Final Design & PS&E Development

After approval of the Bridge Type Selection Report, NV5 will begin the design work and preparation of the PS&E. This phase will include the development of the bridge and roadway plans which will be prepared in accordance with the current Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. This phase will also include the preparation of Special Provisions to accompany the State of California Standard Specifications.

The initial step of the final design phase will be the development of the first (65%) submittal of the plans, special provisions, and estimate (PS&E).

Task 9.1 - 65% Bridge/Structural Design (Task Completed)

Task 9.2 - Roadway Design (Task Complete)

Task 9.3 - Traffic Control/Construction Staging Plans (Task Completed -funds remaining)

NV5 will develop traffic control and construction staging plans that will allow for the construction of the project while limiting the inconvenience and impact to the local community.

Task 9.4 - 65% Preliminary Plans, Special Provisions & Estimate (Task Completed)

Task 9.5 - First (65%) PS&E Submittal (Task Completed)

Task 9.6 - Independent Design Check (Task Completed)

Task 9.7 - Response to Review Comments / 90% PS&E Revisions (Task Completed)

Task 9.8 - Second (90%) PS&E Submittal (Task Completed)

Task 9.9 – Third (100%) PS&E Submittal (On-going)

Design comments on the 90% PS&E submittal made by City of Palo Alto and Caltrans will be incorporated into the Final Plans Special Provisions and Estimates, as appropriate.

▪ **Task 9.9 Deliverables:**

The 100% PS&E will include the following items:

1. Checked Structural Bridge Plans
2. Final Road Plans
3. Special Provisions and Technical Specifications for Construction
4. Engineer's Estimate
5. Resident Engineer's Pending File

These final drawings, special provisions, technical specifications, and estimates will be prepared in accordance with the current Local Programs Manual and presented to City of Palo Alto at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

Project drawings will be prepared using the Caltrans standard 22" by 34" drawing sheet size and layout. Project drawings will also be provided in AutoCAD.

Task 9.10 – Landscape Architectural Final PS&E Submittal (On-going)

Based on comments received on the preliminary plans developed during the environmental phase, 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 submittal will be made at 90% and 100% (Final) PS&E levels in order to address comments and update the landscape architectural plans.

Task 10 – Regulatory Agency Permitting – (Task may be removed from the scope at the City's discretion)

Task 10.1 – Permitting (Work by Others – Task remains open if assistance is necessary)

10.2 Right-of-Way A&A Project Management – General Consultation

NV5 will directly coordinate with Client on a monthly basis through the completion of ROW A&A and Utility Coordination services. PM tasks will include management and oversight of the new A&A subconsultant and services, including time for selection procedure, coordination with City on A&A

activities, invoicing, schedules, and budget for A&A activities. QA/QC of plats and legals and for checking the roadway design efforts that will be provided to sub-consultant, Associated Right of Way Services, Inc. (ARWS) is also included.

Additional meetings are also planned for this new service, including: bi-weekly team meetings (City / ARWS / NV5) for the new A&A task during the initial appraisal and negotiation phase, monthly team meetings through the remainder of the new task, 2 information exchange meetings with the design team and ARWS.

ARWS management duties will include:

- Establish work process with NV5 and City and schedule, manage and coordinate all real estate and functions.
- On-going consultation, meetings and recurring project management duties.
- Coordinate with NV5, City, appraiser, review appraiser, property acquisition agent and City's legal counsel.
- Assistance with analyzing various courses of action. Work with NV5 and City to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, and project reporting.
- Implementation and compliance with applicable state and federal laws and regulations.
- Maintaining accurate records. Monitor work plan and work flow.

Task 10.2 Deliverables:

NV5 will deliver the following work products for this scope item:

1. Monthly Invoices
2. Budget Tracking Spreadsheet
3. Monthly Progress Report

ARWS will deliver the following work products for this scope item:

1. Project status report spreadsheets

10.3 Appraisal Services

As designs have progressed through 90%, the number of parcels affected has increased from the original 5 assumed during scoping of the project over a decade ago to the 9 parcels confirmed with ARWS and presented above. Parcels determined to be affected by the project and coordinated with ARWS for the Appraisals and Acquisition Task, include 4 added parcels: APN No. 063-514-130 (No Situs, Palo Alto), APN No. 063-515-390 (1779 Woodland Avenue, East Palo Alto), APN No. 063-514-060 (Woodland Avenue, East Palo Alto), and APN No. 063-513-440 (15 Newell Road, East

Palo Alto). NV5 will create Plats and Legal Descriptions for use by ARWS. As requested by ARWS, NV5 will also provide design information and construction plans for affected parcels and planned improvements. Title reports will be ordered where applicable and included in the ODC expenses. The City or NV5 will provide environmental documentation requested by ARWS.

ARWS scope will include:

- Appraisals to be provided to City staff as directed. Assumes appraisals for Parcel Nos. 1 – 8 previously identified.
- The appraiser shall keep a diary of interactions with each of the property owners.
- Appraisals to be prepared in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt; the Caltrans Right of Way Manual; and 49 CFR, Part 24.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property. A copy of the Notice of Decision to Appraise will be provided.
- The appraiser will issue the necessary public acquisition informational brochure to all owners, which includes Title VI information.
- Appraisals to be prepared in an Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2.
- Appraisals are for the “Fair Market Value” of the properties as per California Code of Civil Procedure, Section 1263.320.
- In accordance with the California Code of Civil Procedure Section 1263.330, the market value of the property acquired will not include consideration of any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken;
 - The eminent domain proceeding in which the property is taken;
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- The appraiser will work directly with the Review Appraiser.
- If revisions are made to the property or assignment requirements during the appraisal process or upon completion of the report, appraisal time to address these revisions will be billed on an hourly basis in accordance with the ARWS Fee Schedule. (Optional Service)

Waiver Valuations

- Prepare a Notice of Decision to Inspect. Upon City approval, the notice will be finalized by ARWS, signed by the NV5 or City, and sent with all the required maps and enclosures by ARWS on City letterhead.
- Inspect property and conduct land sales research and analysis.
- Estimate the cost for a potential TCE (assumed No. 9 only).
- Deliver estimate in Waiver Valuation format.

Notes

- The estimate (Waiver Valuation) will address the proposed acquisition as if free and clear of hazardous materials and with marketable title.
 - A Waiver Valuation is not an appraisal. It is completed by a right of way acquisition agent, and utilizes resources and information available in the market, including sales data, listings, field inspections, Assessor's information and other public records.
- **Task 10.3 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Two (2) copies of signed Plat Maps and Legal Descriptions for each of the affected parcels.
2. Design information and construction plans for affected parcels and planned improvements, as requested by ARWS.
3. Title Reports as applicable.

ARWS will deliver the following work products for this scope item:

1. Draft Notice of Decision to Appraise for approval.
2. Appraisal Report.
3. Notice of Decision to Inspect. (Waiver Valuation)
4. Waiver Valuation.

10.4 Appraisal Review Services

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes will be completed.

- Review appraiser will prepare a summary of the appraisal process and provide comments to Appraiser regarding any issues with the reports, or any items that require further clarification.
- Upon satisfactory completion of the appraisal reports, an appraisal review report will be prepared.

▪ **Task 10.4 Deliverables:**

ARWS will deliver the following work products for this scope item:

1. Appraisal Review Report.

10.5 Negotiations / Acquisitions

- ARWS to prepare acquisition documents. Said documents include, but are not limited to: offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, and public acquisition brochure. ARWS will initiate and maintain individual acquisition files, including diaries. All acquisition documents to receive City's written approval as to form prior to use in the field. Copies will be provided to the City.
- ARWS will negotiate to acquire partial acquisitions from 9 properties identified previously. We are assuming there will be negotiations with up to 4 property owners and no lessees.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- If settlement with owners is reached pursuant to the City approved appraisal, waiver valuation or administrative settlement, ARWS will prepare a Memorandum of Settlement for transmittal to City, reviewing the issues. This memorandum will require City written approval before implementation of any settlement agreement.
- ARWS will make every reasonable effort to acquire property on behalf of the City expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. City will provide ongoing feedback to ARWS as to authorization for settlements.
- ARWS will establish a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by City.

- If agreement with all owners cannot be reached, ARWS will advise City that negotiations have reached an impasse. The City will consider scheduling of an action in eminent domain including the required public necessity hearing. ARWS will provide condemnation support as needed and requested, budget allowing. For parcels using the Waiver Valuation process, eminent domain proceedings will require an appraisal be completed first. The City will consider revising the scope of work to include an appraisal if negotiations have reached an impasse utilizing a Waiver Valuation.
- City obligations for scope of work:
 - Written approval of all acquisition documents in a timely manner.
 - Direction as to administrative settlements, negotiating authority and condition of title acceptance.
 - Providing any formats to be used by ARWS on City's behalf.
 - Selection of title company.
 - Review and approval of title company prepared escrow instructions.

▪ **Task 10.5 Deliverables:**

ARWS will deliver the following work products for this scope item:

1. Draft Acquisition Documents for approval.
2. Memorandum of Settlement and Signed Agreement (upon settlement).
3. Notice that negotiations have reached an impasse (if needed).

10.6 Utility Relocation & Certification Services

Utility Certification was not part of NV5's original contract or approved budget. NV5 will provide all utility coordination services, including serving as the main point of contact with the utility owners, coordinating to receive utility conflict mapping and preparing Utility Conflict Letters, requesting utility relocation plans and claim of cost liability, arranging meetings with the utility owners, preparing Utility Owner Notices, and coordinating with the utility owners on relocation schedule. Utilities include PG&E Gas, PG&E Overhead Electric, Sanitary Sewer (Palo Alto and East Palo Alto), Water Line (Palo Alto and East Palo Alto), PG&E and Palo Alto Underground Electric, Fiber Optic (Palo Alto and East Palo Alto).

Once the utility owners have responded to the Conflict Letter (sent by the City or NV5) and provided the necessary information, ARWS will analyze the requested information to determine utility relocation cost between the utility owners and City, and complete a Report of Investigation. ARWS will prepare Utility Agreement and provide to City and NV5 for review and approval. After signature by City, the documents will be sent to the utility owners for execution. Assumes one Utility Agreement.

▪ **Task 10.6 Deliverables:**

NV5 will deliver the following work products for this scope item:

1. Utility Owner Notices.
2. Documentation for Right of Way Certification as required by ARWS.

ARWS will deliver the following work products for this scope item:

1. Report of Investigation.
2. Utility Agreement.

10.7 Right of Way Certification

- Coordinate with Project team members for preparation of the Right of Way Certification.
- Provide Draft Right of Way Certification for approval by City, in accordance with the Caltrans Right of Way Manual.
- Submit supporting documentation along with the Right of Way Certification. Supporting documentation may include right of way contracts, Orders for Prejudgment Possession, diary notes, right of way sufficiency forms, Agreements for Possession and Use, and deeds.
- Coordinate processing of the Right of Way Certification with Caltrans.

▪ **Task 10.7 Deliverables:**

ARWS will deliver the following work products for this scope item:

1. Draft Right of Way Certification.

Right of Way Certification supporting documentation.

Phase 3 - Bidding & Construction Support (See Exhibit A-3 Amendment 4 for detailed description of tasks and scope)

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 5
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within the completion dates specified below. The completion dates shown below are the final completion date of the tasks which include 30%, 60%, 90%, final design, specifications of PS&E and all relevant tasks to complete the Project. 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 shown below within 2 weeks of receipt of the notice to proceed (NTP).

Milestones

1. Project Management
2. Existing Document Review
3. Utility Coordination
4. Environmental Studies
5. Survey
6. Bridge Hydraulic Report
7. Geotechnical Investigation
8. Preliminary Engineering and Type Selection
9. Final Design & PS&E Development
- 9.9 100% PS&E Submittal (revisions)
- 10.1 Regulatory Agency Permitting
- 10.2 Right of Way (A&A) Project Management
- 10.3 Appraisal Services
- 10.4 Appraisal Review Services
- 10.5 Negotiations / Acquisition
- 10.6 Utility Relocation / Certification Services
- 10.7 Right-of-Way Certification
11. Bidding and Construction Support

Completion Date for Tasks

December 31, 2024
 May 9, 2012 (completed)
 February 27, 2013 (completed)
 June 30, 2020 (completed)
 July 20, 2015 (completed)
 September 14, 2015 (completed)
 September 20, 2012 (completed)
 November 10, 2021 (completed)
 September 9, 2022 (on-going)
 October 2, 2023
 (work by others)
 January 1, 2024
 August 11, 2023
 August 18, 2023
 December 27, 2023
 December 29, 2023
 January 11, 2024
 December 31, 2024

The Schedule of Performance applicable to the Services detailed in **Exhibit A-3 (Scope of Services, Amendment No. 5)** which are **not** labeled "Task Completed" in Exhibit A-3, is provided in the attached **"Attachment 1 to Exhibit B."** Attachment 1 to Exhibit B is hereby attached and incorporated into this Exhibit B by reference as though fully set forth herein. As with the above milestones, the time to complete each milestone detailed in Attachment 1 to Exhibit B 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. As with the above milestones, CONSULTANT shall provide a detailed schedule of work consistent with the schedule shown in Attachment 1 to Exhibit B within 2 weeks of receipt of the notice to proceed (NTP).

ATTACHMENT 1 TO EXHIBIT "B" AMENDMENT NO. 5 SCHEDULE OF PERFORMANCE

**ATTACHMENT 1 TO EXHIBIT "B" AMENDMENT NO. 5 SCHEDULE OF PERFORMANCE
Preliminary Project Schedule**

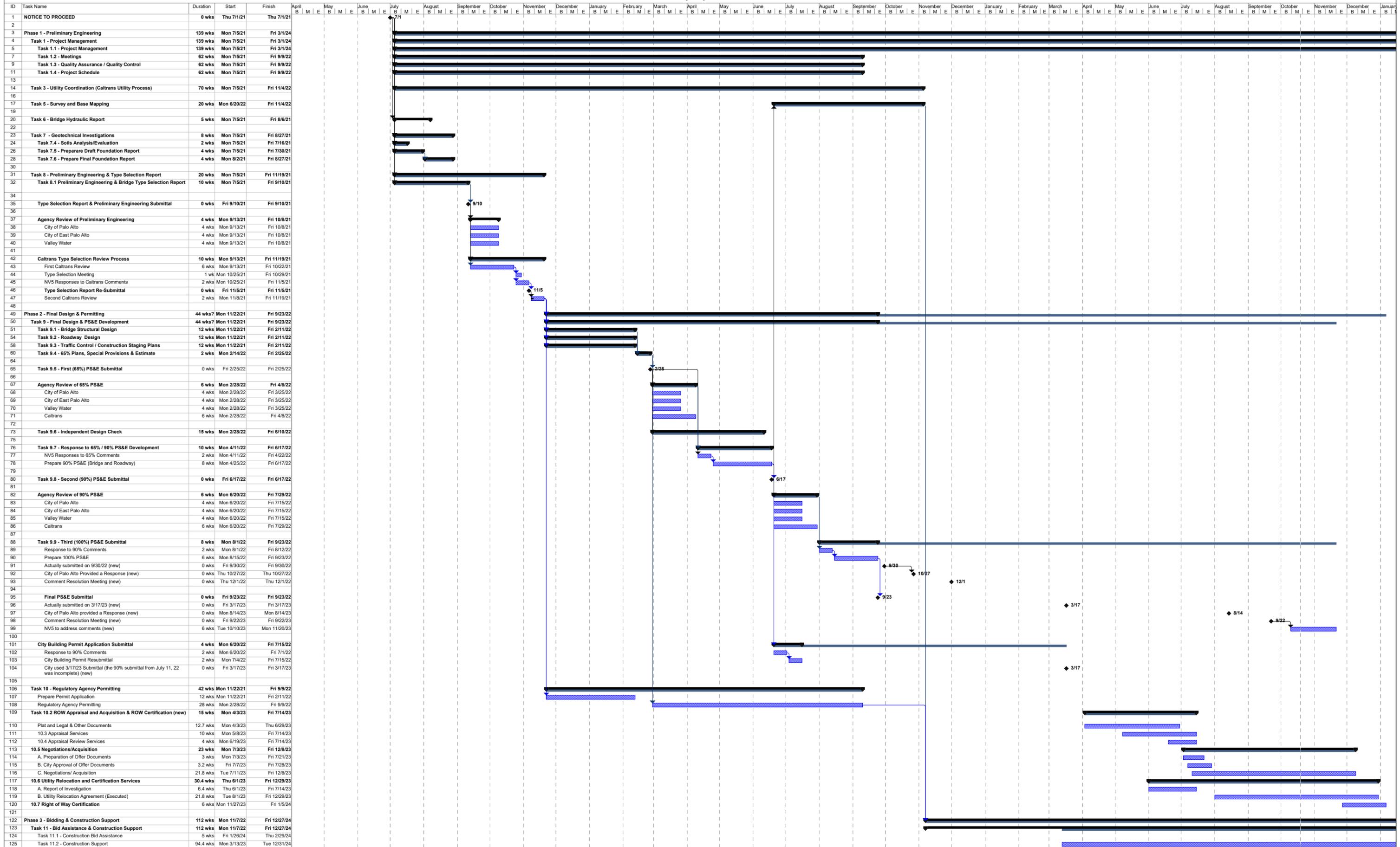


EXHIBIT "C-5"
COMPENSATION, AMENDMENT NO. 5
(ADDED)

The CITY agrees to compensate the CONSULTANT for 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 to be performed as described in Exhibit "A-4, and reimbursable expenses (here, \$6,400 for Direct Costs per the budget schedule below), shall not exceed \$236,083.20. CONSULTANT agrees to complete all such Services, including any reimbursable expenses (here, Direct Costs), within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$295,083.20. 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 the Services, including any reimbursable expenses (here, Direct Costs), does not exceed \$236,083.20 and the total compensation for Additional Services does not exceed \$59,000.

(Exhibit C-5 is continued on the next page)

BUDGET SCHEDULE**NOT TO EXCEED AMOUNTS**

TASK	TASK DESCRIPTION	6D Amount Requested		Total
Phase II - Final Design and Permitting				
9.9	Third (100% PS&E)			
	2022 Caltrans Construction Contract Standards Update	\$16,871.82		\$16,871.82
10	Regulatory Agency Permitting and Right-of-Way Phase	NV5	ARWS	
	10.1 Regulatory Agency Permitting	-		
	10.2 Right-of-Way A&A Project Mgmt.	\$28,041.64	\$20,000.00	\$48,041.64
	10.3 Appraisal Services	\$21,600.73	\$48,400.00	\$70,000.73
	10.4 Appraisal Review Services	\$0.00	\$14,520.00	\$14,520.00
	10.5 Negotiations / Acquisition	\$0.00	\$50,000.00	\$50,000.00
	10.6 Utility Relocation and Certification Services	\$9,249.01	\$15,000.00	\$24,249.01
	10.7 Right of Way Certification	\$0.00	\$6,000.00	\$6,000.00
	Subtotal Tasks 10.2 - 10.7 (Amendment 5)			\$212,811.38
	Phase II - Final Design & Permitting Subtotals			\$229,683.20
	Direct Costs (treated as Reimbursables - Amendment No. 5)			\$6,400.00
	Phase II - Final Design & Permitting + Direct Cost Subtotals			\$236,083.20
	Additional Services			\$59,000.00
	Phase II - Final Design and Permitting Totals			\$295,083.20

(Continued on the next page.)

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.

COMPENSATION, NOT-TO-EXCEED AMOUNTS AND TOTALS: ORIGINAL CONTRACT AND AMENDMENTS 1 THROUGH 5

	Services (aka Basic Services) and Reimbursable Expenses*	Additional Services	Maximum Not-to-exceed Amount
Original Contract	\$471,977	\$47,200	\$519,177
Amendment No.1	\$151,929	\$15,071	\$167,000
Amendment No.2	\$607,730	\$60,270	\$668,000
Amendment No.3	--	--	--
Amendment No.4	\$504,661*	\$22,485	\$527,146
Amendment No. 5	\$236,083.20	\$59,000.	\$295,083.20
Original Contract and Amendments 1-5	\$1,972,380.20	\$204,026	\$2,176,406.20

*Direct Costs (\$6,400) in Amendment No. 5, Exhibit "C-4" are treated as Reimbursable Expenses.