Summary Title: Neighborhood Traffic Safety and Bicycle Boulevard Project Construction Contract

Title: Approval of Contract Number C17161815 With Granite Construction Company in the Amount of $8,649,191 for the Construction of Neighborhood Traffic Safety and Bicycle Boulevard Improvements Along Amarillo Avenue, Bryant Street, East Meadow Drive, Montrose Avenue, Moreno Avenue, Louis Road, Palo Alto Avenue, and Ross Road, Consistent with Approved Concept Plans and the City's Adopted Bicycle + Pedestrian Transportation Plan and Approval of an Appropriation Budget Amendment in the Fiscal Year 2018 Capital Improvement Fund

From: City Manager

Lead Department: Planning and Community Environment

Recommendation
Staff recommends that Council approve the following actions related to the award of the construction contract for the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project. The project elements are consistent with prior concept plan approvals and the City’s adopted Bicycle + Pedestrian Transportation Plan, and constitute a portion of CIP Project PL-04010:

1. Authorize the City Manager or his designee to execute the attached construction contract with Granite Construction Company (Attachment A) in an amount not to exceed $8,694,191 for the Base Bid elements of the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project;

2. Authorize City Manager or his designee to negotiate and execute one or more change orders to the contract with Granite Construction Company for related, unforeseen work,
which may develop during the project, for a total value of not to exceed $869,419, or 10% of the Base Bid work, bringing the total construction contract award total to $9,563,610; and

3. Amend the Fiscal Year 2018 Budget appropriation Ordinance for the Capital Improvement Fund, which is being considered for adoption later in the June 27, 2017 agenda (CMR# 8186 ), by:
   a. Increasing the appropriation for CIP Project PL-04010 by $6,000,000; and,
   b. Decreasing the Infrastructure Reserve by $5,796,537; and,
   c. Increasing Revenue from Other Agencies by $203,463 for the award of Transportation Development Act Article 3 funds from the Santa Clara Valley Transportation Authority.

Executive Summary
The concept plans for this project were approved by the Council on May 9, 2016. Design and construction are being primarily funded by the Council Infrastructure Plan.

The Bicycle + Pedestrian Transportation Plan (hereinafter “Plan”), adopted by Council in 2012, identifies a network of bicycle boulevards throughout the City. This network includes the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road (AMBLUR) neighborhood traffic safety and bicycle boulevard project.

As currently designed, the proposed project would advance the approved Plan by:

- Enhancing the existing Bryant Street Bicycle Boulevard from Palo Alto Avenue to East Meadow Drive, where it connects to the proposed Bryant Street Bicycle Boulevard extension, providing a continuous bicycle route from Menlo Park to Mountain View.

- Constructing the Ross Road Bicycle Boulevard from Garland Drive, which is just north of Oregon Expressway, to Louis Road, where it will connect to the proposed Louis Road-Montrose Avenue Bicycle Boulevard, providing a second north-south on-street bikeway for Palo Alto residents.

- Constructing the Louis Road-Montrose Avenue Bicycle Boulevard from Middlefield Road to the proposed Adobe Creek US 101 Overcrossing. A portion of this route was identified in the Bicycle + Pedestrian Transportation Plan, and was expanded with additional design funding from Google. This route connects the proposed Adobe Creek-US 101 Bicycle and Pedestrian Overcrossing to the proposed Ross Road Bicycle Boulevard, providing a system of connections within Palo Alto and, once the overcrossing is complete, to the San Francisco Bay Trail and employment centers in the City of Mountain View.
• Constructing the Amarillo Avenue-Moreno Avenue Bicycle Boulevard from Middlefield Road to West Bayshore Road, providing an east-west connection across Palo Alto and enhancing the system by connecting to the Ross Road Bicycle Boulevard.

These project elements are consistent with prior concept plan approvals from the City Council and represent a significant step towards Palo Alto’s vision of a system of neighborhood bicycle routes that provide continuous, low-stress on-street bikeways with travel time and safety improvements to support healthy transportation. The proposed improvements incorporate focused bicycle and pedestrian enhancements and traffic calming measures to reduce motor vehicle speeds, as well as intersection modifications, repaving, and improvements to arterial crossings to better serve a diversity of ages and abilities. The improvements also incorporate many suggestions developed through the City’s Safe Routes to Schools collaboration with the School district, parents and students.

The total cost of the project ($9,563,610 including contingencies) represents approximately 47.5% of the $20 million originally set aside for Bicycle + Pedestrian Transportation Plan implementation in the City Council Infrastructure Plan, and represents approximately 54% of bike boulevard improvements that are currently being designed. Funding is available in overall FY 2018-2022 five-year CIP Project PL-04010 for this contract; however, only $5.0 million is currently recommended to be budgeted in Fiscal Year 2018 as part of the FY 2018 Proposed Capital Budget. Subject to the adoption of the Fiscal Year 2018 Budget which is scheduled later in the June 27, 2017 agenda, a Budget Amendment is being recommended in this memorandum to shift $6.0 million from the out years of the five-year CIP to FY 2018 for PL-04010. This Budget Amendment advances necessary funds to construct the project and will not impact staff’s ability to implement other projects identified in PL-04010.

Background
The Bicycle + Pedestrian Transportation Plan was adopted by the City Council in July 2012. The Plan includes a proposed bikeway network of off-street multi-use paths, bicycle boulevards, bicycle lanes, and enhanced bikeway facilities. The plan has stated goals of increasing bicycle traffic for local and work commute trips by 100% by 2020 by providing improved facilities along the proposed bicycle network, which facilitates both north-south and east-west connectivity throughout Palo Alto. A copy of the Proposed Bikeway Network is provided in Attachment B.

Implementation of the Plan started in 2013 with City Council authorization of up to $1.2M per year over five years as part of the Capital Improvement Program (CIP). With this commitment of funds, 18 projects are currently being studied and designed for implementation. Since award of consultant contracts in April 2014, bicycle network implementation has focused primarily on bicycle boulevards and enhanced bikeways, although transportation staff has also been
coordinating with Public Works and Community Services staff to deliver transportation projects through public works and parks contracts for street resurfacing and park improvements.

Staff has also been working to implement data-driven spot improvements in response to customer requests, and seeks to ensure ongoing rehabilitation and maintenance of the bicycle and pedestrian network and incorporation of green infrastructure and storm water treatment where feasible. Concept planning was initiated for this project in 2014. Funding for the Concept Plan was provided by both the City of Palo Alto and Google, Inc., which requested that the City consider bicycle boulevards in the southern part of Palo Alto where connections could be made to Mountain View.

Bicycle Boulevards Purpose and Benefits
The City pioneered the creation of the first “bicycle boulevard” – turning Bryant Street north of East Meadow Drive, a residential street, into a street that prioritized bicycle safety and circulation in 1982. The Comprehensive Plan defines a bicycle boulevard as a “low volume through-street where bicycles have priority over automobiles, conflicts between bicycles and automobiles are minimized, and bicycle travel time is reduced by the removal of stop signs and other impediments to bicycle travel. The removal of stop signs is especially important in Palo Alto, due to the large number of stop signs on local and collector streets.”

Key characteristics that make bicycle boulevards attractive and safer for people who bicycle are:

- Low traffic volumes
- Low vehicle speeds
- Discouragement of non-local motor vehicle traffic
- Free-flow travel for people on bicycles by assigning the right-of-way to the bicycle boulevard at intersections wherever possible
- Traffic control to help bicycles cross major streets

One important feature of bicycle boulevards that greatly improves cycling efficiency is reduction in the number of stop signs; this measure improves travel time and reduces fatigue. Reducing cyclist fatigue increases the feasible length of a trip by bicycle, and is especially important to people who are hauling trailers, carrying children, groceries, or parcels, thereby encouraging more trips by bicycle.

Funding currently exists for the construction of this project. The Council-approved Concept Plan Line served as the basis for the Final Design, helping to determine the level of effort for a contract to construct these routes. A detailed cost estimate for the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project was developed as part of the Final Design phase of
work. As part of the approval of the City’s Infrastructure Plan, the City Council allocated $20.0 million towards the implementation of the 2012 Bicycle + Pedestrian Transportation Plan. Alta Planning + Design, Inc. was the planning and design consultant for this project. In March 2014 Council awarded an 18-month concept planning contract to Alta Planning + Design, Inc. for planning and preliminary environmental assessment of the Bryant Street bicycle boulevard update, Greer Road bicycle boulevard, Moreno Avenue-Amarillo Avenue bicycle boulevard, Ross Road bicycle boulevard, and Homer Avenue-Channing Avenue enhanced bikeway. City Council Staff Report 4372 for this contract award can be found here: 
http://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?BlobID=39437. In December 2015, Amendment One was executed, which extended the term of the contract until March 2016 at no costs to the city. On March 28, 2016, Amendment Two was approved, which extended the term of the contract until March 2017 at no cost to the City. This concept planning contract was completed and the Concept Plan was adopted by City Council on May 9, 2016. At this meeting, City Council also approved a final design contract with Alta Planning + Design, Inc. and a California Environmental Quality Act (CEQA) exemption for the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project. City Council Staff Report 6904 for the Concept Plan adoption and final design contract award can be found here: 

Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road (AMBLUR) Neighborhood Traffic Safety and Bicycle Boulevard Project

The City released the Palo Alto Bicycle Boulevards Request for Proposals (RFP) on October 1, 2013. The RFP scope included ten bicycle boulevards and enhanced bikeway projects. On March 17, 2014, Council awarded an 18-month contract to Alta Planning + Design, Inc. in the amount of $400,000 for planning and preliminary environmental assessment of the Bryant Street bicycle boulevard update (from Palo Alto Avenue to 100 feet north of East Meadow Drive); the Greer Road bicycle boulevard (from Edgewood Drive to Louis Road); the Moreno Avenue-Amarillo Avenue bicycle boulevard (from Middlefield Road to West Bayshore Road); the Ross Road bicycle boulevard (from North California Avenue to Louis Road); and the Homer Avenue-Channing Avenue enhanced bikeway (from Alma Street to Guinda Avenue). On December 28, 2015, Amendment One was executed, which extended the term of the contract until March 8, 2016. The amended contract expired on March 8, 2016. On March 28, 2016, Amendment Two was approved, which extended the term of the contract until March 2017 at no cost to the city. This extension was required to complete the planning, community outreach, conceptual design, and preliminary environmental assessment for the Greer Road bicycle boulevard and Homer Avenue-Channing Avenue enhanced bikeway. This concept planning contract was completed and the Concept Plan was adopted by City Council on May 9, 2016. At this meeting, City Council also approved a final design contract with Alta Planning + Design, Inc. and a California
Environmental Quality Act (CEQA) exemption for the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project.

The final design contract is substantially complete and 100% plans, specifications and estimates were transmitted to Staff on April 28, 2017. An IFB was posted on Planet Bids on May 2, 2017 and bids were due to the City by May 30, 2017. An optional pre-bid meeting was held at City Hall on May 15, 2017.

Community Outreach

Community outreach and public participation was instrumental to concept plan development since the beginning of the neighborhood traffic safety and bicycle boulevard projects, and has continued throughout the final design process. The development of the Concept Plans included many community meetings, ride-a-longs, and other events that helped shape the location and types of improvements that each plan recommends. Detailed information on community engagement efforts during the concept planning phase is included in City Council Staff Report 6904: [http://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?BlobID=52165](http://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?BlobID=52165).

During the final design phase of the project, PABAC continued to provide valuable input, and an open house was held at the Mitchell Park Community Center in November 2016. In addition a dedicated project website and e-mail list has been maintained throughout the planning and design process.

Bryant Street Extension, Maybell Avenue, Stanford Avenue, Park Boulevard, and Wilkie Way, Neighborhood Traffic Safety and Bicycle Boulevard Project

Once construction of the AMBLUR project is complete, 7.1 miles of bicycle boulevards will have been constructed, representing approximately 15.4% of the 2012 Bicycle + Pedestrian Transportation Plan. The second phase of the project, which includes the Bryant Street Extension, Maybell Avenue, Stanford Avenue, Park Boulevard, and Wilkie Way neighborhood traffic safety and bicycle boulevard project is slated for construction in summer 2018. This project is currently in the final design phase and is being designed by Fehr & Peers. The construction documents for this project are anticipated to be complete in late 2017, and an invitation for bids will be released in the fall with construction anticipated to begin in summer 2018. Upon the completion of both projects, 13.1 miles of bike boulevards will have been added to the City’s bicycle network. These projects in addition to other pending enhanced bikeways in 2018 represent a 62.5% buildout of major projects in the Bicycle + Pedestrian Transportation Plan.

Discussion
On May 2, 2017, a notice inviting formal bids (IFB) for Neighborhood Traffic Safety & Bicycle Boulevard Project was posted on Planet Bids. The bidding period was 35 calendar days. Bids were received from 2 qualified contractors on June 6, 2017. A Bid Summary is included in Attachment C.

Summary of Bid Process

<table>
<thead>
<tr>
<th>Bid Name/Number</th>
<th>Neighborhood Traffic Safety &amp; Bicycle Boulevard Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Length of Project</td>
<td>365 calendar days</td>
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<tr>
<td>Total Days to Respond to Bid</td>
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<tr>
<td>Pre-Bid Meeting?</td>
<td>Yes, an optional meeting was held on May 15, 2017 at City Hall.</td>
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<tr>
<td>Number of Bids Received:</td>
<td>2</td>
</tr>
<tr>
<td>Base Bid Price Range</td>
<td>From a low of $8,694,191 to a high of $10,662,379</td>
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</tbody>
</table>

Base bids ranged from a low of $8,694,191 to a high of $10,662,379. The higher bids are indicative of a changing economic climate and many local construction projects are quickly driving up construction prices.

Staff has reviewed all bids submitted and recommends that the base bid totaling $8,694,191 submitted by Granite Construction Company be accepted and that Granite Construction Company be declared the lowest responsible bidder. The change order amount of $869,419 which equals 10 percent of the total contract is requested for related, additional, but unforeseen work which may develop during the project, bring the total contract to $9,563,610.

Granite Construction Company has previous experience working with the City of Palo Alto on many Public Works projects. Staff has also checked with the Contractor's State License Board and found that the contractor has an active license on file.

Project Summary
This construction project includes 7.1 miles of neighborhood traffic calming and bicycle boulevards. The project includes the construction of 5 raised intersections, 3 raised crosswalks, 11 traffic circles, and both new and refreshed crosswalks throughout the project area. Chicanes, slotted speed humps, curb extensions, medians, and ADA curb ramps at crosswalks will be installed throughout the project area. In addition to the 11 intersections that will undergo redesign with the addition of traffic circles, 4 additional intersections will undergo redesign with curb extensions to encourage slower speeds and safer conditions for all roadway users. All in street medians, traffic circles, and other obstructions have been designed with mountable curbs and can be easily traversed by Fire Department and other emergency vehicles.
In street chicanes with new street trees will be installed along Ross Road, providing both traffic calming, shade and neighborhood beautification. Landscaping is also included in several of the curb extensions project wide, in addition to green storm water infrastructure to reduce the amount of urban stormwater pollution that enters the San Francisco Bay.

Bicycle oriented roadway markings such as sharrows and Bicycle Boulevard legends, in coordination with wayfinding signage will demarcate routes and orient cyclists and pedestrians to local institutions and regional destinations. Finally, a new off-street shared-use path will be constructed as part of the project. Stop signs along bicycle boulevards are turned to ease movement by bicycles to the maximum extent feasible. Traffic calming is introduced along the corridors to reduce vehicle speeds and prevent non-local traffic.

The following street extents will be constructed to provide critical bicycle linkages in and through Palo Alto:

1. Enhance the existing Bryant Street Bicycle Boulevard from Palo Alto Avenue to East Meadow Drive, where it connects to the proposed Bryant Street Bicycle Boulevard extension. This corridor provides a continuous bicycle route from Menlo Park to Mountain View.

2. Construct the Ross Road Bicycle Boulevard from Garland Drive, which is just north of Oregon Expressway, to Louis Road, where it will connect to the proposed Louis Road-Montrose Avenue Bicycle Boulevard. The Ross Road Bicycle Boulevard provides a second north-south on-street bikeway for Palo Alto residents.

3. Construct the Louis Road-Montrose Avenue Bicycle Boulevard from Middlefield Road to the proposed Adobe Creek US 101 Overcrossing. A portion of this route was identified in the Bicycle + Pedestrian Transportation Plan, but was expanded with additional funding from Google. This route connects the proposed Adobe Creek US 101 Overcrossing to the proposed Ross Road Bicycle Boulevard, providing a system of connections within Palo Alto and, once the overcrossing is complete, to the San Francisco Bay Trail and employment centers in the City of Mountain View.

4. Construct the Amarillo Avenue-Moreno Avenue Bicycle Boulevard from Middlefield Road to West Bayshore Road. This route provides and east-west connection across Palo Alto and enhances the system by connecting to the Ross Road Bicycle Boulevard.

**Timeline**
Upon Council approval and Notice to Proceed issuance to the Contractor, Staff anticipates an approximately twelve-month construction period for the project.

**Resource Impact**
As part of the approval of 2014 Council Infrastructure Plan, the City Council allocated $20.0 million towards bicycle and pedestrian plan implementation. For Fiscal Years 2018 through FY 2022, $14.9 million has been budgeted in the CIP for the Bicycle + Pedestrian Transportation Plan Implementation Project (PL-04010), with $5.0 million in FY 2018.

Staff requests a budget amendment to the Fiscal Year 2018 Proposed Capital Budget, being considered for adoption later in the June 27, 2017 agenda, to adjust the expenditure schedule to provide funding of $9.6 million for this contract and additional budget for the release of an RFP this fall for Phase II of Neighborhood Traffic Safety and Bicycle Boulevard Improvements. With this additional appropriation, $1.4 million will be available to partially cover Phase II work which is anticipated to begin in Fiscal Year 2018 and be completed in Fiscal Year 2019. Phase II includes traffic calming and bicycle boulevard improvements on Maybell Ave, Park Blvd, Wilkie Way, Stanford Ave, and the Bryant St Extension. The Bryant St extension will continue the existing Bryant St bike boulevard south from its current terminus at East Meadow Dr. to the City’s border with Mountain View. Staff recommends adjusting the expenditure schedule for future years to remain within the five year total of $14.9 million as shown below. Adjusting the expenditure schedule will not impact staff’s ability to implement remaining Bicycle + Pedestrian Transportation Plan Implementation Projects envisioned in PL-04010.

### Expenditure Schedule

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<tr>
<th></th>
<th>FY2018</th>
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<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
<th>5 Year Total</th>
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<tr>
<td>Construction</td>
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<td>$5,173,079</td>
<td>$2,988,347</td>
<td>$1,808,345</td>
<td>$0</td>
<td>$14,942,692</td>
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<tr>
<td>Design</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Total</td>
<td>$4,972,921</td>
<td>$5,173,079</td>
<td>$2,988,347</td>
<td>$1,808,345</td>
<td>$0</td>
<td>$14,942,692</td>
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<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
<th>5 Year Total</th>
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<tr>
<td>Construction</td>
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<td>$2,200,000</td>
<td>$1,769,771</td>
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<td>$0</td>
<td>$14,942,692</td>
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<tr>
<td>Design</td>
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<td>$0</td>
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<td>$1,769,771</td>
<td>$0</td>
<td>$0</td>
<td>$14,942,692</td>
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</tbody>
</table>

Staff actively seeks regional, state and federal grant funding to offset resources identified for bicycle and pedestrian plan implementation. As grant funds are secured or low-cost project improvements identified, Transportation Division staff coordinates with the Public Works Department for implementation as part of the street resurfacing program. Minor elements of the Concept Plans are implemented opportunistically through the Transportation Division’s other CIPs for pavement markings, signs and traffic signals.

In FY 2017, $203,463 in Transportation Development Act Article 3 funds were awarded by the Santa Clara Valley Transportation Authority to help fund project PL-04010. Staff expects to receive this funding in Fiscal Year 2018 and requests an amendment to Revenue from Other Agencies, as shown below, to recognize and appropriate these funds.
### Funding Sources Schedule

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<td>2,988,347</td>
<td>1,808,345</td>
<td>-</td>
<td>14,942,692</td>
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As shown in FY 18 Proposed Capital Budget Book

**Proposed in this staff report**

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<td>1,769,771</td>
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<td>0</td>
<td>14,942,692</td>
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### Policy Implications

The *Bicycle + Pedestrian Transportation Plan* identifies and prioritizes the development of the bicycle boulevard network. The Plan objectives that are addressed by the development of the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road neighborhood traffic safety and bicycle boulevard project are:

**Objective 1**: Double the rate of bicycling for both local and total work commutes by 2020 (to 15% and 5%, respectively).

**Objective 2**: Convert discretionary vehicle trips into walking and bicycling trips in order to reduce City transportation-related greenhouse gas (GHG) emissions 15% by 2020.

**Objective 3**: Develop a core network of shared paths, bikeways, and traffic-calmed streets that connects business and residential districts, schools, parks, and open spaces to promote healthy, active living.

**Objective 4**: Plan, construct, and maintain ‘Complete Streets’ that are safe and accessible to all modes and people of all ages and abilities.

**Objective 5**: Promote efficient, sustainable, and creative use of limited public resources through integrated design and planning.

In addition, the Comprehensive Plan goals, policies, and programs that support the development of the Amarillo Avenue-Moreno Avenue, Bryant Street Update, Louis Road-Montrose Avenue, and Ross Road Bicycle neighborhood traffic safety and bicycle boulevard project include:
Goal T-1: Less Reliance on Single-Occupant Vehicles

Goal T-3: Facilities, Services, and Programs the Encourage and Promote Walking and Bicycling

Program T-19: Develop, periodically update, and implement a bicycle facilities improvement program and a pedestrian facilities improvement program that identify and prioritize critical pedestrian and bicycle links to parks, schools, retail centers, and civic facilities.

Program T-22: Implement a network of bike boulevards.

Policy T-25: When constructing or modifying roadways, plan for usage of the roadway space by all users, including motor vehicles, transit vehicles, bicyclists, and pedestrians.

Policy T-34: Implement traffic calming measures to slow traffic on local and collector residential streets and prioritize these measures over congestion management. Include traffic circles and other traffic calming devices among these measures.

While it is difficult to estimate the impacts of individual bicycle boulevard projects, staff has reviewed data collected from seven of the City’s VIMOC bicycle and pedestrian detection cameras. Approximately 80,000 average riders per-year use bicycle boulevards in Palo Alto. A high of 216,000 riders per-year has been recorded on the Bryant Street bicycle boulevard. The numbers provided by the VIMOC system were compared to bicycle counts that were conducted in the early stages of this project, and the comparison shows the numbers to be within what is the expected range given previous counts. Increasing the bicycle boulevard network within Palo Alto will help the City meet its goal of increasing bicycle traffic for local and work commute trips by 100% by 2020.

Environmental Review

A Negative Declaration for the Bicycle + Pedestrian Transportation Plan was adopted on September 4, 2012. Each individual project is subject to environmental assessment after there is agreement on a Concept Plan Line for further study.

At the time the Concept Plan Line was approved by City Council, this project was found to be exempt from the provisions of the CEQA pursuant to Class 1, Section 15301, Existing Facilities, as the road work will facilitate bicycle and pedestrian use and will not increase roadway capacities. A Notice of Exemption was filed by the City on May 16, 2016 (Attachment E) and no additional environmental review is required for approval of the construction of this project.
Attachments:
Attachment A: C17168185 Granite Construction Contract  (PDF)
Attachment B: Proposed Palo Alto Bicycle Network Map  (PDF)
Attachment C: AMBLUR BID Summary Sheet  (PDF)
Attachment D: BPTP Info-Graphic Maps  (PDF)
Attachment E - CEQA Notice of Exemption 5-17-16 (PDF)
Attachment F: Council Presentation (PDF)
CONSTRUCTION CONTRACT

Contract No. C17168185

City of Palo Alto

Neighborhood Traffic Safety & Bicycle Boulevard Project
(AMBLUR Bicycle Boulevards)
## CONSTRUCTION CONTRACT
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CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT entered into on 27th Day of June, 2017 ("Execution Date") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and GRANITE CONSTRUCTION COMPANY ("Contractor"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a Corporation duly organized and in good standing in the State of California, Contractor’s License Number 89 and Department of Industrial Relations Registration Number 1000000085. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.

C. On May 2, 2017, City issued an Invitation for Bids (IFB) 168185 to contractors for the Neighborhood Traffic Safety & Bicycle Boulevard (AMBLUR Bicycle Boulevards) ("Project"). In response to the IFB, Contractor submitted a Bid.

D. City and Contractor desire to enter into this Construction Contract for the Project, and other services as identified in the Contract Documents for the Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1 INTEGRATION OF RECITALS AND DEFINITIONS.

1.1 Recitals.

All of the recitals are incorporated herein by reference.

1.2 Definitions.

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

SECTION 2 THE PROJECT.

The Project is the Neighborhood Traffic Safety & Bicycle Boulevard Project (AMBLUR Bicycle Boulevards) Project, located at various locations throughout, Palo Alto, CA. ("Project").
SECTION 3       THE CONTRACT DOCUMENTS.

3.1   List of Documents.

The Contract Documents (sometimes collectively referred to as “Agreement” or “Bid Documents”) consist of the following documents which are on file with the Purchasing Division and are hereby incorporated by reference.

1) Change Orders
2) Field Orders
3) Contract
4) Bidding Addenda
5) Special Provisions
6) General Conditions
7) Project Plans and Drawings
8) Technical Specifications
9) Instructions to Bidders
10) Invitation for Bids
11) Contractor’s Bid/Non-Collusion Declaration
12) Reports listed in the Contract Documents
13) Public Works Department’s Standard Drawings and Specifications (most current version at time of Bid)
14) Utilities Department’s Water, Gas, Wastewater, Electric Utilities Standards (most current version at time of Bid)
15) City of Palo Alto Traffic Control Requirements
16) City of Palo Alto Truck Route Map and Regulations
17) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable)
18) Performance and Payment Bonds

3.2   Order of Precedence.

For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.
SECTION 4  CONTRACTOR’S DUTY.

4.1  Contractor’s Duties

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

SECTION 5  PROJECT TEAM.

5.1  Contractor’s Co-operation.

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Contract requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team and other contractors retained by City to construct other portions of the Project.

SECTION 6  TIME OF COMPLETION.

6.1  Time Is of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

6.2  Commencement of Work.

Contractor shall commence the Work on the date specified in City’s Notice to Proceed.

6.3  Contract Time.

Work hereunder shall begin on the date specified on the City’s Notice to Proceed and shall be completed

within Two Hundred Seventy (270) calendar days after the commencement date specified in City’s Notice to Proceed.

By executing this Construction Contract, Contractor expressly waives any claim for delayed early completion.

6.4  Liquidated Damages.

Pursuant to Government Code Section 53069.85, if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time, including any approved extensions thereto, City may assess liquidated damages on a daily basis for each day of Unexcused Delay in achieving Substantial Completion, based on the amount of Five Hundred dollars ($500.00) per day, or as otherwise specified in the Special Provisions. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Substantial Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer by delay in completion of the Work. The City is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor,
including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, City is entitled to recover the balance from Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Substantial Completion, shall not operate as a waiver of City’s right to assess liquidated damages.

6.4.1 Other Remedies. City is entitled to any and all available legal and equitable remedies City may have where City’s Losses are caused by any reason other than Contractor’s failure to achieve Substantial Completion of the entire Work within the Contract Time.

6.5 Adjustments to Contract Time.

The Contract Time may only be adjusted for time extensions approved by City and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

SECTION 7 COMPENSATION TO CONTRACTOR.

7.1 Contract Sum.

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of Eight Million Six Hundred Ninety Four Thousand One Hundred Ninety One Dollars ($8,694,191.00).

[This amount includes the Base Bid and Additive Alternates Item 1.]

7.2 Full Compensation.

The Contract Sum shall be full compensation to Contractor for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work, except as expressly provided herein. The Contract Sum may only be adjusted for Change Orders approved in accordance with the requirements of the Contract Documents.

SECTION 8 STANDARD OF CARE.

8.1 Standard of Care.

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.
SECTION 9 INDEMNIFICATION.

9.1 Hold Harmless.

To the fullest extent allowed by law, Contractor will defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter individually referred to as an “Indemnitee” and collectively referred to as “Indemnitees”), through legal counsel acceptable to City, from and against any and liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Contractor shall pay City for any costs City incurs to enforce this provision. Except as provided in Section 9.2 below, nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

Pursuant to Public Contract Code Section 9201, City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

9.2 Survival.

The provisions of Section 9 shall survive the termination of this Construction Contract.

SECTION 10 NON-DISCRIMINATION.


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

SECTION 11 INSURANCE AND BONDS.

11.1 Evidence of coverage.

Within ten (10) business days following issuance of the Notice of Award, Contractor shall provide City with evidence that it has obtained insurance and shall submit Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions.
SECTION 12  PROHIBITION AGAINST TRANSFERS.

12.1 Assignment.

City is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors set forth in Contractor’s Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.

12.2 Assignment by Law.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if the Contractor is a partnership or joint venture or syndicate or co-tenancy shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

SECTION 13  NOTICES.

13.1 Method of Notice.

All notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and shall be deemed served on the earlier of the following:
(i) On the date delivered if delivered personally;
(ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
(iii) On the date sent if sent by facsimile transmission;
(iv) On the date sent if delivered by electronic mail; or
(v) On the date it is accepted or rejected if sent by certified mail.

13.2 Notice to Recipients.

All notices, demands or requests (including, without limitation, Change Order Requests and Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

To City: City of Palo Alto
City Clerk
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, CA 94303

Copy to: City of Palo Alto
Planning & Community Environment
Transportation Division
Attn: Chris Corrao
250 Hamilton Avenue
Palo Alto, CA 94301
Attn: Chris Corrao

AND
In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Palo Alto City Attorney’s Office
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, California 94303

All Claims shall be sent by registered mail or certified mail with return receipt requested.

All notices, demands, requests or approvals from City to Contractor shall be addressed to:

Granite Construction Company
715 Comstock Street
Santa Clara, CA 95054
Attn: Steven Kaesler

13.3 Change of Address.

In advance of any change of address, Contractor shall notify City of the change of address in writing. Each party may, by written notice only, add, delete or replace any individuals to whom and addresses to which notice shall be provided.

SECTION 14 DEFAULT.

14.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor’s performance bond surety.

14.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days (or such shorter time as City may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days (or such shorter time as City may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.
SECTION 15   CITY’S RIGHTS AND REMEDIES.

15.1 Remedies Upon Default.

If Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 14, then City may pursue any remedies available under law or equity, including, without limitation, the following:

15.1.1 Delete Certain Services. City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

15.1.2 Perform and Withhold. City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

15.1.3 Suspend The Construction Contract. City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

15.1.4 Terminate the Construction Contract for Default. City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 14. City’s election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

15.1.5 Invoke the Performance Bond. City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

15.1.6 Additional Provisions. All of City’s rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the City’s authority to designate other breaches as material nor limit City’s right to terminate the Construction Contract, or prevent the City from terminating the Agreement for breaches that are not material. City’s determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

15.2 Delays by Sureties.

Time being of the essence in the performance of the Work, if Contractor’s surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor’s surety shall be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety shall be jointly and severally

Invitation for Bid (IFB) Package
CONSTRUCTION CONTRACT

Rev. March 17, 2017
liable for any additional cost incurred by City to complete the Work following termination. In addition, City shall have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

15.3 Damages to City.

15.3.1 For Contractor's Default. City will be entitled to recovery of all Losses under law or equity in the event of Contractor’s default under the Contract Documents.

15.3.2 Compensation for Losses. In the event that City's Losses arise from Contractor’s default under the Contract Documents, City shall be entitled to deduct the cost of such Losses from monies otherwise payable to Contractor. If the Losses incurred by City exceed the amount payable, Contractor shall be liable to City for the difference and shall promptly remit same to City.

15.4 Suspension by City

15.4.1 Suspension for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City’s expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, City shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for City to stop the Work.

15.4.2 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to City’s satisfaction. Contractor shall not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor’s failure to comply with the Contract Documents. City’s right to suspend the Work shall not give rise to a duty to suspend the Work, and City’s failure to suspend the Work shall not constitute a defense to Contractor’s failure to comply with the requirements of the Contract Documents.

15.5 Termination Without Cause.

City may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to Contractor. Upon receipt of such notice, Contractor shall, at City’s expense, comply with the notice and take all reasonable steps to minimize costs to close out and demobilize. The compensation allowed under this Paragraph 15.5 shall be the Contractor’s sole and exclusive compensation for such termination and Contractor waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by Contractor.
15.5.1 Compensation. Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 15.5.1, City shall pay the following to Contractor as Contractor’s sole compensation for performance of the Work:

1. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.

2. For Close-out Costs. Reasonable costs of Contractor and its Subcontractors:
   (i) Demobilizing and
   (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

3. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

4. Profit Allowance. An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

15.5.2 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

15.6 Contractor’s Duties Upon Termination.

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

(i) Immediately discontinue the Work to the extent specified in the notice;

(ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;

(iii) Provide to City a description in writing, no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any Claim, indemnity obligation, warranties, guarantees,
submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

SECTION 16  CONTRACTOR'S RIGHTS AND REMEDIES.

16.1 Contractor's Remedies.

Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

16.1.1 For Work Stoppage. The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the City’s issuance of a suspension notice issued either for cause or for convenience.

16.1.2 For City’s Non-Payment. If City does not make pay Contractor undisputed sums within ninety (90) Days after receipt of notice from Contractor, Contractor may terminate the Construction Contract (30) days following a second notice to City of Contractor’s intention to terminate the Construction Contract.

16.2 Damages to Contractor.

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 15.5.1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

SECTION 17  ACCOUNTING RECORDS.

17.1 Financial Management and City Access.

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices. City and City's accountants during normal business hours, may inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. Contractor shall retain these documents for a period of three (3) years after the later of (i) Final Payment or (ii) final resolution of all Contract Disputes and other disputes, or (iii) for such longer period as may be required by law.
17.2 **Compliance with City Requests.**

Contractor’s compliance with any request by City pursuant to this Section 17 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. City may enforce Contractor’s obligation to provide access to City of business and other records referred to in Section 17.1 for inspection or copying by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

**SECTION 18** INDEPENDENT PARTIES.

18.1 **Status of parties.**

Each party is acting in its independent capacity and not as agents, employees, partners, or joint ventures’ of the other party. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

**SECTION 19** NUISANCE.

19.1 **Nuisance Prohibited.**

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection in the performance of services under this Construction Contract.

**SECTION 20** PERMITS AND LICENSES.

20.1 **Payment of Fees.**

Except as otherwise provided in the Special Provisions and Technical Specifications, The Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. Payment of all costs and expenses for such licenses, permits, and fees shall be included in one or more Bid items. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.

**SECTION 21** WAIVER.

21.1 **Waiver.**

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
SECTION 22 GOVERNING LAW AND VENUE; COMPLIANCE WITH LAWS.

22.1 Governing Law.

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California, and venue shall be in a court of competent jurisdiction in the County of Santa Clara, and no other place.

22.2 Compliance with Laws.

Contractor shall comply with all applicable federal and California laws and city laws, including, without limitation, ordinances and resolutions, in the performance of work under this Construction Contract.

22.2.1 Palo Alto Minimum Wage Ordinance. Contractor shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, Contractor shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, Contractor shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 23 COMPLETE AGREEMENT.

23.1 Integration.

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

SECTION 24 SURVIVAL OF CONTRACT.

24.1 Survival of Provisions.

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City’s right to audit Contractor’s books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

SECTION 25 PREVAILING WAGES.

☐ This Project is not subject to prevailing wages. Contractor is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the public works contract does not include a project of $25,000 or less, when the project is for construction work, or the contract does not include a project of $15,000 or less, when the project is for alteration, demolition, repair, or maintenance (collectively, ‘improvement’) work.

Or

☒ Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work
in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

SECTION 26  NON-APPROPRIATION.

26.1  Appropriations.

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

SECTION 27  AUTHORITY.

27.1  Representation of Parties.

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

SECTION 28  COUNTERPARTS

28.1  Multiple Counterparts.

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

SECTION 29  SEVERABILITY.

29.1  Severability.

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SECTION 30  STATUTORY AND REGULATORY REFERENCES.

30.1  Amendments to Laws.

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by City, unless otherwise required by law.

SECTION 31  WORKERS’ COMPENSATION CERTIFICATION.

31.1  Workers Compensation.

Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows:
“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

SECTION 32  DIR REGISTRATION AND OTHER SB 854 REQUIREMENTS.

32.1  General Notice to Contractor.

City requires Contractor and its listed subcontractors to comply with the requirements of SB 854.

32.2  Labor Code section 1771.1(a)

City provides notice to Contractor of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.  It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

32.3  DIR Registration Required.

City will not accept a bid proposal from or enter into this Construction Contract with Contractor without proof that Contractor and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions.

32.4  Posting of Job Site Notices.

City gives notice to Contractor and its listed subcontractors that Contractor is required to post all job site notices prescribed by law or regulation and Contractor is subject to SB 854-compliance monitoring and enforcement by DIR.

32.5  Payroll Records.

City requires Contractor and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

(i)  Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its listed subcontractors, in connection with the Project.

(ii)  The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of Contractor and its listed subcontractors, respectively.
(iii) At the request of City, acting by its project manager, Contractor and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of City’s request.

City requests Contractor and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

(iv) If the certified payroll records are not produced to the project manager within the 10-day period, then Contractor and its listed subcontractors shall be subject to a penalty of one hundred dollars ($100.00) per calendar day, or portion thereof, for each worker, and City shall withhold the sum total of penalties from the progress payment(s) then due and payable to Contractor. This provision supplements the provisions of Section 15 hereof.

(v) Inform the project manager of the location of contractor’s and its listed subcontractors’ payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

CITY OF PALO ALTO

_________________________________________
City Manager

OFFICER 1
By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________

APPROVED AS TO FORM:

_________________________________________
City Attorney or designee

OFFICER 2
By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________

CONTRACTOR

_________________________________________
Director of Planning & Community Environment

OFFICER 1
By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________
Map 6-1. Proposed Bikeway Network
## Neighborhood Traffic Safety & Bicycle Boulevard Project Bid Summary Sheet

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>APPROX. QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>GRANITE CONSTRUCTION COMPANY</th>
<th>O'GRADY PAVING, INC.</th>
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<td>(EACH BID ITEM INCLUDES ALL APPLICABLE TAXES, PROFIT, INSURANCE, BONDS, AND OTHER OVERHEAD)</td>
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# Neighborhood Traffic Safety & Bicycle Boulevard Project Bid Summary Sheet

<table>
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<td>Storm Drain Manhole:</td>
<td>$36,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>074</td>
<td>5</td>
<td>EA</td>
<td>Cast in Place Catch Basin over Existing Storm Drain:</td>
<td>$20,000</td>
<td>$17,000</td>
</tr>
<tr>
<td>075</td>
<td>11</td>
<td>EA</td>
<td>Connect Storm Drain Pipe to Existing Catch Basin:</td>
<td>$4,400</td>
<td>$6,820</td>
</tr>
<tr>
<td>076</td>
<td>3</td>
<td>EA</td>
<td>Connect Storm Drain Pipe to Existing Manhole:</td>
<td>$1,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>077</td>
<td>6</td>
<td>EA</td>
<td>Remove Hood/Grate, Replace with Storm Drain Lid:</td>
<td>$24,000</td>
<td>$21,000</td>
</tr>
<tr>
<td>078</td>
<td>1,035</td>
<td>LF</td>
<td>12&quot; PVC Storm Drain Pipe:</td>
<td>$207,000</td>
<td>$414,000</td>
</tr>
<tr>
<td>079</td>
<td>1</td>
<td>LS</td>
<td>Soil Preparation:</td>
<td>$15,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>080</td>
<td>100</td>
<td>HRS</td>
<td>Tree Trimming:</td>
<td>$25,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>081</td>
<td>4,205</td>
<td>EA</td>
<td>Shrub and Groundcovers (1-Gallon):</td>
<td>$126,150</td>
<td>$126,150</td>
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<tr>
<td>082</td>
<td>675</td>
<td>EA</td>
<td>Shrub and Groundcovers (5-Gallon):</td>
<td>$40,500</td>
<td>$40,500</td>
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<tr>
<td>083</td>
<td>25</td>
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<td>Trees (48&quot; Box):</td>
<td>$62,500</td>
<td>$75,000</td>
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<tr>
<td>084</td>
<td>513</td>
<td>SF</td>
<td>River Rock (2-4 inch):</td>
<td>$12,825</td>
<td>$15,390</td>
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<tr>
<td>085</td>
<td>163</td>
<td>EA</td>
<td>Landscape Boulders:</td>
<td>$32,600</td>
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<tr>
<td>086</td>
<td>23</td>
<td>CY</td>
<td>Gravel Mulch:</td>
<td>$5,290</td>
<td>$5,980</td>
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<tr>
<td>087</td>
<td>90</td>
<td>CY</td>
<td>Wood Mulch:</td>
<td>$9,000</td>
<td>$10,800</td>
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<tr>
<td>088</td>
<td>989</td>
<td>CY</td>
<td>Planting Soil (Topsoil):</td>
<td>$79,120</td>
<td>$89,010</td>
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<tr>
<td>089</td>
<td>1</td>
<td>LS</td>
<td>Plant Establishment Work Including Watering:</td>
<td>$80,000</td>
<td>$85,000</td>
</tr>
<tr>
<td>090</td>
<td>22</td>
<td>EA</td>
<td>City Standard Street Light Pole:</td>
<td>$167,200</td>
<td>$180,400</td>
</tr>
<tr>
<td>BID ITEM</td>
<td>APPROX. QTY.</td>
<td>UNIT</td>
<td>DESCRIPTION</td>
<td>GRANITE CONSTRUCTION COMPANY</td>
<td>O’GRADY PAVING, INC.</td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>------</td>
<td>-------------</td>
<td>------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>091</td>
<td>47</td>
<td>EA</td>
<td>LED Luminaire:</td>
<td>$47,000</td>
<td>$47,000</td>
</tr>
<tr>
<td>092</td>
<td>1,615</td>
<td>LF</td>
<td>Street Light Conduit, Conductors and Pull Boxes:</td>
<td>$172,805</td>
<td>$177,650</td>
</tr>
<tr>
<td>093</td>
<td>1</td>
<td>EA</td>
<td>Joint Pole Luminaire:</td>
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<tr>
<td>094</td>
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<td>EA</td>
<td>Light Shield:</td>
<td>$8,695</td>
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<tr>
<td>095</td>
<td>1</td>
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<td>Project Notification:</td>
<td>$100,000</td>
<td>$80,000</td>
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<td>096</td>
<td>1</td>
<td>LS</td>
<td>Miscellaneous Improvements:</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Base Bid Total (items 001 through 096): $8,163,190.60 | $10,249,378.90
Alternate Bid (Curb Ramps): $531,000 | $413,000

Total: $8,694,190.60 | $10,662,378.90
City of Palo Alto
Bicycle + Pedestrian Transportation Plan
2017

Bicycle boulevards
Enhanced bikeways

8.6 existing miles
5.9* miles to be added

22.4% of Bicycle + Pedestrian Transportation Plan
1 protected intersection to be added

Cost of added miles
$6,363,250
$1,078,571 per mile

*3 additional miles of the existing Bryant Street bicycle boulevard are being extensively updated.
City of Palo Alto
Bicycle + Pedestrian Transportation Plan
2018

Bicycle boulevards
Enhanced bikeways

14.5 existing miles
9.5 miles to be added
37.8% of Bicycle + Pedestrian Transportation Plan
1 protected intersection to be added

Cost of added miles
$9m
$1m per mile

Cost of bicycle/pedestrian bridge at US101
$14m
Cost Charleston/Arasradero project
$12m
City of Palo Alto
Bicycle + Pedestrian Transportation Plan
REMAINING PROJECTS

Bicycle boulevards
7.67 miles unfunded
$1,078,571 per mile

Enhanced bikeways/other
6.29 miles unfunded
$514,973 per mile

13.96 total miles unfunded

Map notes
Grant funding pending:
Loma Verde Ave
E and W Meadow Dr

Concept planning underway:
Brier Rd
Middlefield Rd
Alma St
San Antonio Rd
CEQA DOCUMENT DECLARATION

ENVIRONMENTAL FILING FEE RECEIPT

PLEASE COMPLETE THE FOLLOWING:

1. LEAD AGENCY:  City of Palo Alto

2. PROJECT TITLE:  Bicycle Boulevards - Bryant Street, Moreno-Amarilco Avenues, and Ross Road

3. APPLICANT NAME:  City of Palo Alto - Joshuah Mello, Chief Transportation Official  PHONE: 650-329-2520

4. APPLICANT ADDRESS:  250 Hamilton Avenue, Palo Alto, CA 94301

5. PROJECT APPLICANT IS A:  ☐ Local Public Agency  ☐ School District  ☐ Other Special District  ☐ State Agency  ☐ Private Enterprise

6. NOTICE TO BE POSTED FOR  30  DAYS.

7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT

   a. PROJECTS THAT ARE SUBJECT TO DFG FEES

      ☐ 1. ENVIRONMENTAL IMPACT REPORT (PUBLIC RESOURCES CODE §21152)  $ 3,070.00  $ 0.00

      ☐ 2. NEGATIVE DECLARATION (PUBLIC RESOURCES CODE §21060(C))  $ 2,210.25  $ 0.00

      ☐ 3. APPLICATION FEE WATER DIVERSION (STATE WATER RESOURCES CONTROL BOARD ONLY)  $ 850.00  $ 0.00

      ☐ 4. PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS  $ 1,043.75  $ 0.00

      ☐ 5. COUNTY ADMINISTRATIVE FEE (REQUIRED FOR a-1 THROUGH a-4 ABOVE)  $ 50.00  $ 0.00

   b. PROJECTS THAT ARE EXEMPT FROM DFG FEES

      ☐ 1. NOTICE OF EXEMPTION ($50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)  $ 50.00  $ 50.00

      ☐ 2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG’S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE "SAME PROJECT IS ATTACHED ($50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)

         DOCUMENT TYPE  ☐ ENVIRONMENTAL IMPACT REPORT  ☐ NEGATIVE DECLARATION  $ 50.00  $ 0.00

   c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES

      ☐ NOTICE OF PREPARATION  ☐ NOTICE OF INTENT  NO FEE  $ 0.00  $ 0.00

8. OTHER:  ........................................................................................................................................... FEE (IF APPLICABLE):  $ 0.00

9. TOTAL RECEIVED........................................................................................................................................................................... $ 50.00

*NOTE: "SAME PROJECT" MEANS NO CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE SUBSEQUENT FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND THREE COPIES. (YOUR ORIGINAL WILL BE RETURNED TO YOU AT THE TIME OF FILING)

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: SANTA CLARA COUNTY CLERK-RECORDER

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

*NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID.*  Fish & Game Code §711.4(c)(3)

(Fees Effective 01-01-2016)
CEQA NOTICE OF EXEMPTION

To: Santa Clara County Clerk-Recorder
70 West Hedding Street, First Floor
San Jose, CA 95110

From: City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

Project Title: Bicycle Boulevards – Bryant Street, Moreno-Amarillo Avenues, and Ross Road

Project Location: Several streets throughout the City of Palo Alto, including Bryant Street (Palo Alto to East Meadow), Moreno Avenue (Middlefield to Louis), Louis Road (Moreno to Amarillo), Amarillo Avenue (Louis to West Bayshore), and Ross Road (Garland to East Meadow)

Project Location – City: Palo Alto

Project Location – County: Santa Clara

Name of Public Agency Approving Project: City of Palo Alto

Description of Project: This project will make bicycle and pedestrian improvements to multiple existing roadways. Improvements include new bicycle boulevard striping, wayfinding and safety signs, crosswalks, median and landscape islands, bulb-outs, stop control modification, traffic circles within existing rights-of-way, new tree plantings, speed humps, and raised intersections. No trees will be removed and all work will occur within the existing public right-of-way.

Name of Person or Agency Carrying Out Project: City of Palo Alto

Exempt Status: Class 1, Section 15301, Existing Facilities: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.

Reasons why Project is Exempt: The project is limited to minor alteration of existing roadways. The work will facilitate bicycle and pedestrian use and will not increase the roadway capacities.

Per Section 15300.2 of the CEQA Guidelines, it has been determined that the project is not located on a hazardous waste site, would not result in a significant impact due to unusual circumstances, damage scenic resources, affect a historic resource, or result in a cumulative impact. For these reasons and those stated above, the project is exempt from the provisions of CEQA.

Lead Agency Contact Person: Joshuah Mello, AICP

Phone Number: 650-329-2520

Signature:

Date: 05/16/2016
Title: Chief Transportation Official

File#: 20113
5/17/2016
NEIGHBORHOOD TRAFFIC SAFETY & BIKE BLVDS

June 27, 2017
2012 Bicycle + Pedestrian Transportation Plan
2014 Council Infrastructure Plan

- **$20m** to implement 2012 Bicycle + Pedestrian Transportation Plan

- **$125M** to construct facilities citywide

  - Public Safety Building: **$57m**
  - Highway 101 Pedestrian/Bicycle Bridge: **$1.7m**
  - Bicycle and Pedestrian Plan Implementation: **$20.0m**
  - Charleston/Arastradero Corridor: **$7.5m**
  - Byxbee Park: **$2.8m**
  - California Avenue Area Parking Garage: **$9.6m**
  - Downtown Parking Garage: **$13.0m**
  - Fire Station No. 3 Replacement: **$6.7m**
  - Fire Station No. 4 Replacement: **$7.5m**
Comprehensive Plan:

- **Program T-22:** Implement a network of bicycle boulevards, including extension of southern end of the Bryant Street bicycle boulevard to Mountain View.

2012 Bicycle + Pedestrian Transportation Plan:

- **Objective 1:** Double the rate of bicycling for both local and total work commutes by 2020 (to 15% and 5%).

- **Objective 2:** Convert discretionary vehicle trips into walking and bicycling trips in order to reduce City transportation-related greenhouse gas (GHG) emissions **15% by 2020.**
Concept Planning Phase

- Alta Planning + Design contracted for concept planning & final design

- Community Outreach:
  - 4 Community Meetings
  - 4 Bike-a-Longs
  - Presentations to PABAC, PTC, & City Council

- Phase I Concept Plans approved by Council in May 2014
Project Timeline

Spring 2017:
Design Process Concludes...
Construction Phase Begins!

4/14 Concept Planning Phase

5/16 Concept Plan Approval
Design Begins

6/16 Concept Plan Approval
Design Begins

2018:
Design Process Concludes...
Construction Phase Begins!
Project Snapshot

5 Raised Intersections
3 Raised Crosswalks
11 Traffic Circles
4 Intersection Reconfigurations
1 Shared-Use Path

7.1 miles of traffic calmed, bicycle boulevards.

Project Wide: Bike Blvd Road Markings, Wayfinding, Slotted Speed Humps, Chicanes, Medians, ADA curb ramps, Green Infrastructure, new and refreshed crosswalks, Landscaping + Street Trees.
Neighborhood Traffic Safety

- Shade Trees along Ross Rd
- Traffic Calming
- Neighborhood Beautification
- Bicycle + Pedestrian Oriented Design

Chicanes with Slotted Speed Humps and Street Trees on Ross Rd.
Neighborhood Traffic Safety

Raised Crosswalks with Curb Extensions and Landscaping
Neighborhood Traffic Safety

- Fewer Conflict Points
- Reduces Through Traffic
- Neighborhood Beautification
- Traffic Calming

Existing Neighborhood Traffic Circle: Addison and Bryant St.
Neighborhood Traffic Safety

Roundabout
- 8 Vehicle Conflicts
- 8 Pedestrian Conflicts

Intersection
- 32 Vehicle Conflicts
- 24 Pedestrian Conflicts
Neighborhood Traffic Safety

- Connects Skewed Intersection
- Creates Shared Space
- Eases Crossings for Pedestrians
- Close to Ohlone School

Raised Intersection: Louis Rd & Moreno Ave
Bike Boulevards

Existing Street Closure: Bryant St & Lowell Ave

Primary Goals:

- Speed Reduction
- Volume Reduction
- Ease of Movement
- Increase Ridership
Vehicle Speeds & Survival in Collisions

Source: CA State Bicycle & Pedestrian Plan
Bike Boulevard - Features
Bike Boulevard – Traffic Calming

- 5 Raised Intersections
- 11 Traffic circles
- 3 Raised Crosswalks
- 4 Major Intersection Reconfigurations
Bicycle & Pedestrian Transportation Plan 2017

- 7 miles of new/refreshed bike blvds in 2017-2018
- 6 miles of new bike blvds in 2018-2019
- 62.5% completed by 2019
- 37.5% Remaining Projects after 2019

*Includes all work completed since adoption
Staff Recommendation:

Approval of Contract Number C17161815 with Granite Construction Company in the Amount of $9,563,610 for the Construction of Neighborhood Traffic Safety and Bicycle Boulevard Improvements along Amarillo Avenue, Bryant Street, East Meadow Drive, Montrose Avenue, Moreno Avenue, Louis Road, Palo Alto Avenue, and Ross Road, Consistent with Approved Concept Plans and the City's Adopted Bicycle + Pedestrian Transportation Plan.