

## City of Palo Alto City Council Staff Report

(ID # 12005)

Report Type: Consent Calendar Meeting Date: 6/22/2021

Summary Title: Contract Award/SB1 Resolution for Charleston-Arastradero

**Corridor – Phase 3** 

Title: Approval of: (1) Construction Contract with O'Grady Paving, Inc. in the Amount of \$6,688,253 and Authorization for the City Manager to Negotiate and Execute Change Orders up to a Not-to-Exceed Amount of \$668,825; (2) Contract Amendment Number 4 to Contract C14150694 with Mark Thomas and Company in the Amount of \$27,136; (3) Adoption of Resolution for Senate Bill 1, the Road Repair and Accountability Act for Fiscal Year 2022, Providing the Project List for the Charleston-Arastradero Corridor Project – Phase 3, Capital Improvement Program Project (CIP) PE-13011

From: City Manager

**Lead Department: Public Works** 

#### Recommendation

Staff recommends that Council:

- 1. Approve and authorize the City Manager or their designee to execute the construction contract with O'Grady Paving, Inc. (Contract No. C21178830) in an amount not to exceed \$6,688,253 for Phase 3 of the Charleston-Arastradero Corridor Project (Capital Improvement Program (CIP) Projects PE-13011 and SD-06101), to complete the Project;
- 2. Authorize the City Manager or their designee to negotiate and execute one or more change orders to the construction contract with O'Grady Paving, Inc. for related, additional but unforeseen work that may develop during the project, the total value of which shall not exceed \$668,825;
- 3. Approve and authorize the City Manager or their designee to execute Amendment Number 4 to Contract C14150694 with Mark Thomas and Company (Attachment B) in a not-to-exceed amount of \$27,136 for construction administration services for Charleston-Arastradero Corridor Project Phase 3 (CIP PE-13011). This amendment results in a revised total contract not-to-exceed amount of \$2,061,501; and
- 4. Adopt a Resolution for Senate Bill 1, the Road Repair and Accountability Act, for Fiscal Year 2022 for Capital Improvement Program Project PE-13011, Charleston-Arastradero Corridor Phase 3 (Attachment D) which includes a project list for the Project.

#### **Background**

The Charleston-Arastradero Corridor is a heavily-used artery serving as an east-west connector for South Palo Alto. Comprehensive Plan Policy T4.3 specifically names Charleston Road and Arastradero Road as Residential Arterials, which are to be treated with landscaping, medians, and other visual improvements to distinguish them as residential streets to reduce speeds and improve neighborhood quality of life. Council previously approved trial striping pavement markings for permanent retention along the corridor. The construction phase of the project will install landscape medians, bulb-outs, traffic signal modifications, and enhanced bicycle and pedestrian improvements consistent with the existing striping/roadway configuration.

The corridor project has been divided into three phases to meet grant funding deadlines and to minimize disruption along the corridor. Phase 1 included Arastradero Road from Miranda Avenue to Los Palos Avenue. Phase 2 included East Charleston Road from Alma Street to Middlefield Road. Phases 1 and 2 started construction in July 2018 and were completed in early 2020. Phase 3 includes Arastradero Road from Los Palos Avenue to El Camino Real (SR 82), West Charleston Road from El Camino Real (SR 82) to Alma Street, and East Charleston Road from Middlefield Road to San Antonio Road (Attachment A).

Staff proceeded with bidding the Phase 3 construction project this spring. Bids were due on April 1, 2021. Staff received four bids, with the lowest bidder being 7 percent over the engineer's estimate. Based on the low bid, Phase 3 of the Charleston-Arastradero Corridor Project required an additional \$950,000 appropriation of funding to move forward, resulting in staff recommending that the remaining work in the project be split into revised Phases 3 and 4 and Council's May 3, 2021 action to reduce the project's Fiscal Year 2021 appropriation by \$2 million and postpone the final phase (newly defined Phase 4). On May 17, 2021, Council directed staff to restore funding for the full completion of the remaining project in the Fiscal Year 2022 capital budget through a combination of funding from Stanford University Medical Center (SUMC) funds, reallocation of funds from the Bicycle and Pedestrian Implementation Plan (PL-04010) CIP, and savings from the FY 2021 Asphalt Paving Project (Staff Report ID #12128). In this staff report, the Phase 3 split to revised Phases 3 and 4 will be referred to once again as Phase 3 for ease of understanding.

#### Discussion

#### **Contract Amendment**

In the original contract with Mark Thomas and Company for preliminary design and environmental assessment, and in Contract Amendment Number 1 for final design, a future amendment to provide construction administration services was contemplated. Due to Mark Thomas and Company's familiarity with the project and performance to date, Council approved Contract Amendment Number 2 to provide construction administration services for all phases of the project in May 2018 (Staff Report ID #9111). Construction administration services include responding to requests for information, performing site visits, attending construction meetings, and reviewing shop drawings.

Per the direction of City Council on approval of the construction for Phases 1 and 2 of the Charleston-Arastradero Corridor Project in May 2018, the contractor set up temporary installations of the bulb-outs to allow for community members to drive and see the footprints of the planned concrete work. Installations were installed in areas that did not conflict with existing striping. In response to the feedback during the construction of Phases 1 and 2, Mark Thomas and Company redesigned twenty-one concrete corners and two medians. The redesigns included a larger corner curve radius and wider entrance on side streets while maintaining the Americans With Disabilities act (ADA) curb ramp compliance. This extensive design work in conjunction with standard design support during construction has exhausted all the allocated construction support funding from Mark Thomas and Company for Phases 1, 2, and 3.

City staff has reviewed all the curb extensions and bulb-outs in Phase 3 and decided to make similar changes to those done in Phase 1 and 2. Amendment Number 3 was approved in June 2019 (Staff Report ID #10383), and included redesign of Phase 3 construction drawings and details including changes to curb radii and other geometric features, associated signage changes, and traffic signal modifications. Additional hours for design support for construction are also included for requests for information, performing site visits, attending construction meetings, reviewing shop drawings, preparing contract change order plans and specifications, and performing other tasks as necessary at the direction of the City's project engineer.

Contract Amendment Number 4 (Attachment B) with Mark Thomas and Company will provide for construction administration and as-built/record drawings for Phase 3.

#### **Bid Process**

On March 9, 2021, an Invitation for Bids (IFB) for Charleston-Arastradero Corridor Project – Phase 3 was posted online on PlanetBids and sent to builder's exchanges and contractors through the City's eProcurement system. The bidding period was 24 calendar days. Bids were received from four qualified contractors on April 1, 2021 as listed on the attached Bid Summary (Attachment C).

**Table 1: Summary of Bid Process** 

Bid Name/Number	Project – Phase 3IFB #178830
Proposed Length of Project	300 calendar days
Number of Bid Packages Downloaded by Builder's Exchanges	11
Number of Bid Packages Downloaded by Contractors	32
Total Days to Respond to Bid	24 calendar days
Pre-Bid Meeting?	No
Number of Bids Received	4

Charleston/Arastradero Corridor

The apparent low bidder was selected based upon the total of the base bid. Bids ranged from \$6,525,253 to \$8,466,716 and from 7% to 39% above the engineer's estimate. Staff has reviewed all bids submitted and recommends the base bid totaling \$6,525,253 submitted by O'Grady Paving, Inc. be accepted, and O'Grady Paving, Inc. be declared the lowest responsible bidder. Staff recommends to award add alternates #1, 4, 7, 8, and 10.

- Add alternate #1 involves installing a temporary pole at the SE Middlefield corner. The temporary pole will allow the Middlefield intersection to be in service during the switchover to the new traffic signal equipment.
- Add alternate #4 provides a wider asphalt surface for cyclists utilizing the bike lane by cutting back the existing 3-foot gutter to 1-foot gutter on East Charleston from Fabian Way to San Antonio Road.
- Add alternate #7 involves installing removable bollards around an existing fire hydrant next to a resident driveway on the south side of East Charleston Road west of Sutherland Drive. The sidewalk area surrounding the hydrant will be widened and the bollards will increase visibility.
- Add alternate #8 involves installing a new traffic signal cabinet at the northeast Fabian corner.
- Add alternate #10 involves removing an existing storm drain pipe and manhole on West Charleston Road near El Camino Real and replacing it with a 12-inch HDPE pipe and new manhole. This work was originally included as a part of the Storm Drain Replacement and Rehabilitation Project (CIP SD-06101) but is now included in the Phase 3 project to avoid redundancy as both projects share the same work area.

The total base bid plus the add alternates totals \$6,688,253. The contingency amount of \$668,825, which equals ten percent of the total contract, is recommended for related, additional, but unforeseen work, which may develop during the project.

Staff reviewed other similar projects performed by the lowest responsible bidder, O'Grady Paving, Inc., including projects performed for the City and did not find any significant complaints with their previous work. Staff also checked with the Contractor's State License Board and confirmed that O'Grady Paving, Inc. has an active license on file.

#### Senate Bill 1 Resolution

Senate Bill 1 (SB 1) established the Road Maintenance and Rehabilitation Account (RMRA) in 2017 to address deferred maintenance on the state highway and local streets and roads systems, with funding to be approved annually. Palo Alto's RMRA funding estimate for Fiscal Year 2022 is \$1,356,343. SB 1 funding requires that Council approve a resolution (Attachment D) providing a project list that includes four components:

- Project description;
- The locations of each proposed project;
- Schedule for completion; and
- Estimated useful life of improvement.

The adopted resolution must be sent to the California Transportation Commission by July 1, 2021. Staff recommends the RMRA funding for Fiscal Year 2022 be recognized in the Gas Tax Fund and transferred to the Capital Improvement Fund to be added to the Charleston-Arastradero Corridor Project – Phase 3, PE-13011. This funding recommendation was included in the Fiscal Year 2022 Proposed Capital Budget. The funding will be used on the Charleston-Arastradero Corridor Project – Phase 3 for bicycle and pedestrian improvements, traffic signal modifications to improve operations, landscaped medians, and street resurfacing on Arastradero Road and Charleston Road. Phase 3 is anticipated to be completed by summer 2022. The estimated useful life of a street overlay is 30 years.

#### **Resource Impact**

Pending Council's adoption of the Fiscal Year 2022 Capital Budget there will be sufficient funding in the Charleston Arastradero Corridor project (PE-13011) to award and amend the contracts recommended in this staff report that are necessary to complete Phase 3, the final phase of the project. Additionally, monthly SB1 appropriations from the State Controller's Office will begin in July 2021.

Funding for add alternate #10 of the construction contract with O'Grady Paving, Inc. recommended in this report in the amount of \$58,300 is available in the Fiscal Year 2022 Stormwater Management Fund Capital Improvement Program Storm Drainage System Replacement and Rehabilitation project (SD-06101).

Table 2: Summary of Project Costs Phases 1 - 3

Project Costs	Prior Years Actuals	FY 2022 Proposed Budget	Recommended FY 2022 Adjustment to Proposed	FY 2022 Modified Budget	Updated Project Total
Design	\$1,881,653	\$0	\$0	\$0	\$1,881,653
Construction	\$9,089,944	\$4,600,000	\$3,000,000	\$7,600,000**	\$16,689,944
Salary & Benefits	\$1,953,368	\$0	\$400,000***	\$400,000	\$2,353,368
Total	\$12,924,965	\$4,600,000	\$3,400,000	\$8,000,000	\$20,924,965

<sup>\*</sup>Prior Year Actuals include Phases 1 & 2. FY 2021 and FY 2022 is for Phase 3.

This contract is on the City's construction contract template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

#### **Stakeholder Engagement**

Extensive stakeholder engagement has been completed in developing the concept plan line and final design for the Charleston/Arastradero Corridor Project, including many community and public meetings. Additional outreach will be completed as part of the construction of Phase 3.

#### **Policy Implications**

The advancement of this project is consistent with City policies and previous Council direction and implements one of the Council's Infrastructure Plan projects. This plan advances multiple objectives in the Palo Alto Bicycle and Pedestrian Transportation Plan as well as many goals, policies, and programs in the City's Comprehensive Plan. Most specifically, Policy T-4.3 names Charleston Road and Arastradero Road (between Miranda Avenue and Fabian Way) as Residential Arterials, which are to be treated with landscaping, medians, and other visual improvements to distinguish them as residential streets to reduce speeds.

#### **Environmental Review**

The Charleston-Arastradero Corridor Project is funded from local, state, and federal sources. Therefore, in compliance with both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and approved by Council in 2004. An addendum to the Final Study/MND was approved in September 2015. NEPA clearance was completed in October 2016.

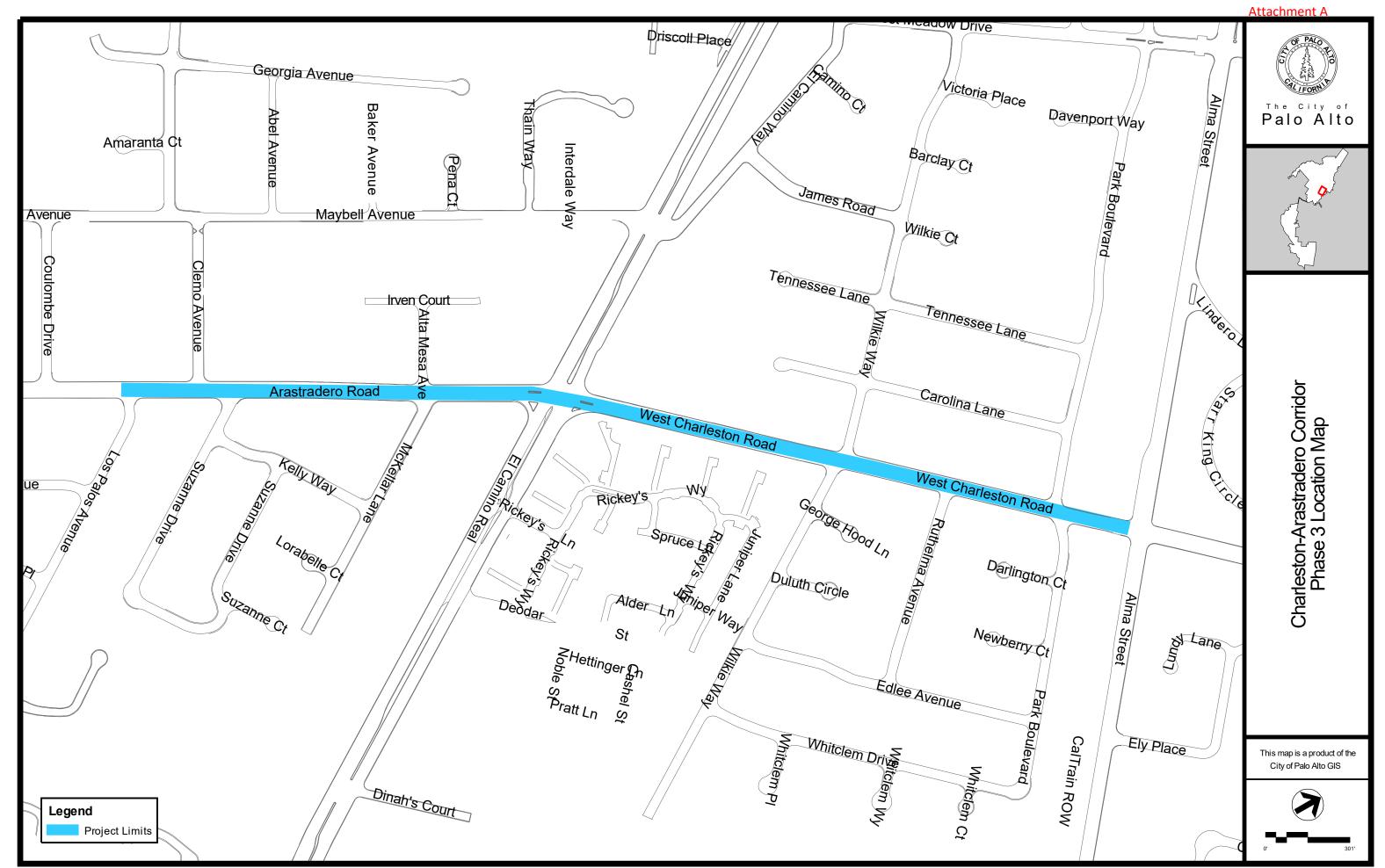
### Attachments: • Attachment A - Location Maps

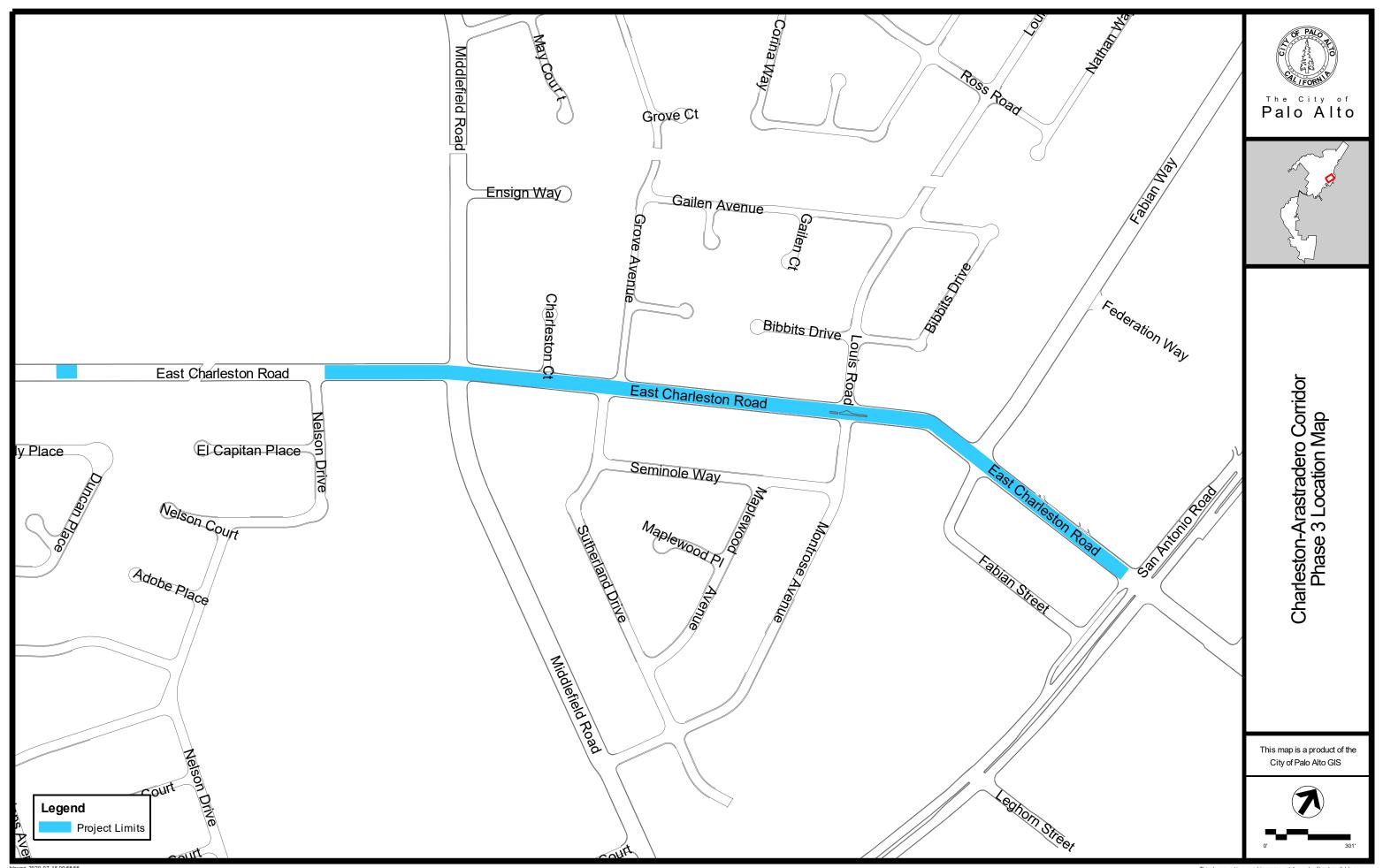
 Attachment B - Contract with Mark Thomas and Company\_C14150694 Amendment No.4

<sup>\*\*</sup>Includes funding for testing, utility connections, and administration costs for printing and outreach.

<sup>\*\*\*</sup>Funding will be shifted from the Capital Improvement Fund Administration project (AS-10000) to address Salary and Benefit costs for phase 3.

- Attachment C Bid Summary
- Attachment D SB 1 FY 2022 Resolution





### AMENDMENT NO. 4 TO CONTRACT NO. C14150694 BETWEEN THE CITY OF PALO ALTO AND MARK THOMAS AND COMPANY

This Amendment No. 4 (this "Amendment") to Contract No. C14150694 (the "Contract" as defined below) is entered into as of June 21, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and MARK THOMAS AND COMPANY, a California corporation, located at 2833 Junction Avenue, Suite 110, San Jose, CA 95134 ("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 design services for streetscape and pedestrian/bicycle improvements along the Charleston/Arastradero Corridor Project, as detailed therein.
- B. The Contract was amended by Amendment No. 1 to increase the scope of services to include the project management and final design, increase compensation in the amount of \$1,052,213.00 and extend the term through December 31, 2017, as detailed therein.
- C. The Contract was amended by Amendment No. 2 to increase the scope of services to include Construction Administration Services for the Charleston/Arastradero Corridor Project, increase the total not-to-exceed amount of compensation by \$145,419.00 for professional services and to extend the term through December 31, 2020, as detailed therein.
- D. The Contract was amended by Amendment No. 3 to increase the scope of services to include design support services during construction, a modification to a signal design and general design changes for Phase 3 of the Charleston/Arastradero Corridor Project, increase the total not-to-exceed amount of compensation by \$100,058.00 and extend the term through August 31, 2021, as detailed therein.
- E. The Parties now wish to amend the Contract in order to increase the total not-to-exceed amount of compensation by \$27,136.00 for professional services, from Two Million Thirty-Four Thousand Three Hundred Sixty-Five Dollars (\$2,034,365) to a new total not-to-exceed amount of Two Million Sixty-One Thousand Five Hundred One Dollars (\$2,061,501) and to extend the Contract term through July 31, 2022, 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. C14150694 between CONSULTANT and CITY, dated March 17, 2014, as amended by:

Amendment No. 1, dated May 9, 2016 Amendment No. 2, dated January 1, 2018 Amendment No. 3, dated June 24, 2019

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

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

"CONSULTANT shall perform the Services described in the attached Exhibit "A", entitled "SCOPE OF SERVICES", Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO.1", Exhibit "A-2", entitled "SCOPE OF SERVICES, AMENDMENT NO.3", and Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO.4", in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction to the CITY."

<u>SECTION 3</u>. Section 2, "TERM," of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through July 31, 2022 unless terminated earlier pursuant to Section 19 of this Agreement."

<u>SECTION 4</u>. Section 3, "SCHEDULE OF PERFORMANCE," of the Contract is hereby amended to read as follows:

"Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", entitled "SCHEDULE OF PERFORMANCE", Exhibit "B-1", entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO.1", Exhibit "B-2", entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO.3", or Exhibit "B-3", entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO.4", each of which is, by this reference, hereby attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT."

<u>SECTION 5</u>. Section 4, 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 Exhibit "A", entitled "SCOPE OF SERVICES", Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO.1", Exhibit "A-2", entitled "SCOPE OF SERVICES, AMENDMENT NO.3", and Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO.4", including payment for Services and

reimbursable expenses, shall not exceed **One Million Nine Hundred Sixty-One Thousand Five Hundred Dollars (\$1,961,501)**, as detailed in Exhibit "C", entitled "COMPENSATION", Exhibit "C-2", entitled "COMPENSATION, AMENDMENT NO.1", Exhibit "C-4", entitled "COMPENSATION, AMENDMENT NO.4", as applicable. CONSULTANT agrees to complete all such Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Services, reimbursable expenses and such Additional Services, shall not exceed **Two Million Sixty-One Thousand Five Hundred Dollars (\$2,061,501)**. The applicable rates and schedule of payment for such Additional Services are set out in Exhibit "C-1", entitled "HOURLY RATE SCHEDULE", Exhibit "C-3", entitled "HOURLY RATE SCHEDULE, AMENDMENT NO.1", or Exhibit "C-5", entitled "HOURLY RATE SCHEDULE, AMENDMENT NO.3", as applicable.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C," Exhibit "C-2," Exhibit "C-4", or Exhibit "C-6", 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 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", or Exhibit "A-3", as applicable."

<u>SECTION 6</u>. 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-3" entitled "SCOPE OF SERVICES, AMENDMENT NO. 4" (ADDED)
- b. Exhibit "B-3" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4" (ADDED)
- c. Exhibit "C-6" entitled "COMPENSATION, AMENDMENT NO. 4" (ADDED)
- d. Exhibit "C-7" entitled "HOURLY RATE SCHEDULE, AMENDMENT NO. 4" (ADDED)

<u>SECTION 5</u>. **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.

<u>SECTION 6</u>. **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	MARK THOMAS AND COMPANY
	Officer 1  By:  By:  DocuSigned by:  58A744E3538345A
City Manager	Robert A. Himes, President Name:
	President Title:
APPROVED AS TO FORM:	Officer 2 (Required ស្ពេក Corp. or LLC)
ALTROVED AS TO FORMIVI.	By: Shawn O'keefe  Shawn O'Keefe
	Name:
City Attorney or designee	Principal + Vice President Title:

#### Attachments:

Exhibit "A-3" entitled "SCOPE OF SERVICES, AMENDMENT NO. 4" (ADDED) Exhibit "B-3" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4" (ADDED) Exhibit "C-6" entitled "COMPENSATION, AMENDMENT NO. 4" (ADDED) Exhibit "C-7" entitled "HOURLY RATE SCHEDULE, AMENDMENT NO. 4" (ADDED)

## EXHIBIT "A-3" SCOPE OF SERVICES, AMENDMENT NO. 4 (ADDED)

CONSULTANT will perform the Services detailed below in this Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO.4," in addition to the Services described in Exhibit "A", entitled "SCOPE OF SERVICES", Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO.1", and Exhibit "A-2", entitled "SCOPE OF SERVICES, AMENDMENT NO.3."

The Services to be provided under this Exhibit "A-3", entitled "SCOPE OF SERVICES, AMENDMENT NO.4," include:

#### Task 1 – Phase 3 As-Built Drawings

Consultant and its subconsultants shall prepare as-built plans based upon red-line mark-ups provided by the City's Engineer. As-built plan preparation shall be performed on a time and materials basis.

#### **Deliverables:**

a) Record Drawings, Phase 3

All deliverables are to be submitted in pdf format.

#### Task 2 – Pre-Construction Community Meeting

Representatives from the consultant and its subconsultants (Gates and TJKM) shall provide support for Charleston-Arastradero Corridor Project, Phases 3, by attending the pre-construction community meeting prior to the start the project with the City Project Manager and Project Engineer. Construction support shall be performed on a time and materials basis.

#### **Deliverables:**

- a) Exhibits, as requested
- b) Prints of plans or exhibits, as requested

All deliverables are to be submitted in pdf format.

## EXHIBIT "B-3" SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4 (ADDED)

Consultant shall perform the Services as detailed in Exhibit "A-3" so as to complete each milestone within the number of days/weeks specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed ("NTP").

### PHASE 3 – AS-BUILT DRAWINGS AND PRE-CONSTRUCTION COMMUNITY MEETING (CONTRACT AMENDMENT NO.4)

Tasks	Completion (No. of Weeks from Amendment No. 4 NTP)			
Task 1 (Phase 3 and Phase 4 As-Built Drawings)	160			
Task 2 (Pre-Construction Community Meetings)	6			

## EXHIBIT "C-6" COMPENSATION, AMENDMENT NO. 4 (ADDED)

The CITY agrees to compensate the CONSULTANT for Services performed as detailed in Exhibit "A-3" 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-7," up to the not-to-exceed budget amount for each task set forth below in this Exhibit "C-6".

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE (TASK)	NOT TO EXCEED AMOUNT				
PHASE 3 – AS-BUILT DRAWINGS AND PRE- CONSTRUCTION COMMMUNITY MEETING (CONTRACT AMENDMENT NO. 4)					
BUDGET SCHEDULE (TASK) Task 1 (Phase 3 and Phase 4 As-Built Drawings) Task 2 (Pre-Construction Community Meetings)	\$20,676 \$6,460				
Sub-total Basic Services	\$27,136				
Reimbursable Expenses	\$0				
Total Basic Services and Reimbursable Expenses	\$27,136				
Additional Services (Not-to-Exceed)	\$0				
Maximum Total Compensation	\$27,136				

(CONTINUED ON THE NEXT PAGE.)

### COMPENSATION, NOT-TO-EXCEED AMOUNTS AND TOTALS: ORIGINAL CONTRACT AND AMENDMENTS 1 THROUGH 4\*

	Services (aka Basic Services) and Reimbursable Expenses Not to Exceed Amount	Additional Services Not to Exceed Amount	Maximum Not-to-exceed Amount
Original Contract	\$669,765	\$67,000	\$736,765
Amendment No.1	\$1,019,123	\$33,000	\$1,052,123
Amendment No.2*	\$145,419*	\$0*	\$145,419*
Amendment No.3	\$245,477	\$0	\$245,477
Amendment No.4	\$27,136	\$0	\$27,136
Original Contract and Amdts 1-4 Totals*	\$1,961,501*	\$100,000*	\$2,061,501*

<sup>\*</sup> Amendment No.2 was superseded by Amendment No.3, so the figures from Amendment No.2 are *excluded* from the totals calculated in this table.

# EXHIBIT "C-7" HOURLY RATE SCHEDULE, AMENDMENT NO. 4 (ADDED)

The hourly rate schedule that corresponds with Exhibit A-3 is as follows:

1.	Engineering Manager	\$252
2.	Project Manager	\$200
3.	Design Engineer	\$118
4.	Senior Project Coordinator	\$108

### ATTACHMENT C CHARLESTON-ARASTRADERO CORRIDOR PROJECT - PHASE 3 BID SUMMARY

	BASE BID ITEMS	QTY	UNITS	ENGINEER'	S ESTIMATE	O'GRADY I	PAVING, INC.	A. TIECHERT 8	son, INC.		ONSTRUCTION PANY	GOLDE	EN BAY
1	TRAFFIC CONTROL SYSTEM	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 265,000.00	\$ 265,000.00	\$1,010,000.00 \$	1,010,000.00	\$ 777,200.00	\$ 777,200.00	\$ 964,026.00	\$ 964,026.00
2	PUBLIC NOTIFICATION AND POSTING	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00 \$		\$ 45,000.00	\$ 45,000.00	\$ 5,000.00	\$ 5,000.00
3	HEADS UP NOTIFICATION AND LOGS	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00 \$	5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
4	COMMUNITY RELATIONS MANAGER	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00 \$	100,000.00	\$ 85,000.00	\$ 85,000.00	\$ 33,000.00	\$ 33,000.00
5	TEMPORARY INSTALLATIONS	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00 \$	10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
6	CLEARING AND GRUBBING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 175,000.00	\$ 175,000.00	\$ 200,000.00 \$	200,000.00	\$ 282,500.00	\$ 282,500.00	\$ 50,000.00	\$ 50,000.00
7	REMOVE CONCRETE (MISC)	38,290	SF	\$ 11.00	\$ 421,190.00	\$ 6.60	\$ 252,714.00	\$ 3.00 \$	114,870.00	\$ 6.00	\$ 229,740.00	\$ 8.00	\$ 306,320.00
8	ASPHALT CONCRETE MILLING	362,683	SF	\$ 0.70	\$ 253,878.10	\$ 0.60	\$ 217,609.80	\$ 0.50 \$	181,341.50	\$ 0.40	\$ 145,073.20	\$ 0.75	\$ 272,012.25
9	TEMPORARY DRAINAGE INLET PROTECTION	30	EA	\$ 500.00	\$ 15,000.00	\$ 150.00	\$ 4,500.00	\$ 300.00 \$	9,000.00	\$ 150.00	\$ 4,500.00	\$ 300.00	\$ 9,000.00
10	REMOVE CATCH BASIN	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$ 1,000.00 \$	3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 1,300.00	\$ 3,900.00
11	12" HDPE PIPE, SDR 17	100	LF	\$ 100.00	\$ 10,000.00	\$ 670.00	\$ 67,000.00	\$ 250.00 \$	25,000.00	\$ 500.00	\$ 50,000.00	\$ 493.00	\$ 49,300.00
12	CATCH BASIN	8	EA	\$ 5,000.00	\$ 40,000.00	\$ 6,500.00	\$ 52,000.00	\$ 4,000.00 \$	32,000.00	\$ 5,000.00	\$ 40,000.00	\$ 6,500.00	\$ 52,000.00
13	ADJUST CATCH BASIN	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 1,600.00	\$ 4,800.00	\$ 2,000.00 \$	6,000.00	\$ 4,500.00	\$ 13,500.00	\$ 1,200.00	\$ 3,600.00
14	MANHOLE	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00 \$	12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 13,000.00	\$ 13,000.00
15	ADJUST MANHOLE	48	EA	\$ 1,500.00	\$ 72,000.00	\$ 400.00	\$ 19,200.00	\$ 1,400.00 \$	67,200.00	\$ 800.00	\$ 38,400.00	\$ 1,100.00	\$ 52,800.00
16	ADJUST ELECTRICAL BOX TO GRADE	38	EA	\$ 1,000.00	\$ 38,000.00	\$ 400.00	\$ 15,200.00	\$ 1,200.00 \$	45,600.00	\$ 200.00	\$ 7,600.00	\$ 350.00	\$ 13,300.00
17	ADJUST GAS VALVE TO GRADE	30	EA	\$ 1,000.00	\$ 30,000.00	\$ 200.00	\$ 6,000.00	\$ 1,200.00 \$	36,000.00	\$ 500.00	\$ 15,000.00	\$ 770.00	\$ 23,100.00
18	ADJUST WATER VALVE TO GRADE	57	EA	\$ 1,000.00	\$ 57,000.00	\$ 200.00	\$ 11,400.00	\$ 1,200.00 \$	68,400.00	\$ 400.00	\$ 22,800.00	\$ 770.00	\$ 43,890.00
19	ADJUST SANITARY SEWER CLEANOUT TO GRADE	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00	\$ 1,200.00 \$	2,400.00	\$ 600.00	\$ 1,200.00	\$ 770.00	\$ 1,540.00
20	ADJUST ANODE VALVE	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 1,200.00 \$	9,600.00	\$ 600.00	\$ 4,800.00	\$ 770.00	\$ 6,160.00
21	ADJUST MONUMENT VALVE	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00	\$ 1,200.00 \$	8,400.00	\$ 600.00	\$ 4,200.00	\$ 770.00	\$ 5,390.00
22	ADJUST DETECTOR VALVE	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 800.00	\$ 3,200.00	\$ 1,200.00 \$	4,800.00	\$ 600.00	\$ 2,400.00	\$ 770.00	\$ 3,080.00
23	ADJUST TEST VALVE	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,200.00 \$	1,200.00	\$ 600.00	\$ 600.00	\$ 770.00	\$ 770.00
24	ADJUST WATER METER TO GRADE	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00 \$	1,200.00	\$ 800.00	\$ 800.00	\$ 350.00	\$ 350.00
25	JOIN PIPES	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00 \$	3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
26	RUBBERIZED HOT MIX ASPHALT (RHMA)	4,650	TON	\$ 190.00	\$ 883,500.00	\$ 165.00	\$ 767,250.00	\$ 150.00 \$	697,500.00	\$ 140.00	\$ 651,000.00	\$ 182.00	\$ 846,300.00
27	ASPHALT CONCRETE PAVING CONFORM PRIOR TO RAC	19,973	SF	\$ 5.00	\$ 99,865.00	\$ 4.00	\$ 79,892.00	\$ 3.00 \$	59,919.00	\$ 2.00	\$ 39,946.00	\$ 4.00	\$ 79,892.00
28	HOT MIX ASPHALT (HMA), TYPE A	1,131	TON	\$ 130.00	\$ 147,030.00	\$ 175.00	\$ 197,925.00	\$ 250.00 \$	282,750.00	\$ 160.00	\$ 180,960.00	\$ 335.00	\$ 378,885.00
29	AGGREGATE BASE, CLASS 2	1,112	CY	\$ 60.00	\$ 66,720.00	\$ 80.00	\$ 88,960.00	\$ 80.00 \$	88,960.00	\$ 40.00	\$ 44,480.00	\$ 180.00	\$ 200,160.00
30	ROADWAY EXCAVATION	2,180	CY	\$ 55.00	\$ 119,900.00	\$ 175.00	\$ 381,500.00	\$ 110.00 \$	239,800.00	\$ 70.00	\$ 152,600.00	\$ 275.00	\$ 599,500.00
31	PAVEMENT BASE FAILURE REHABILITATION	32,150	SF	\$ 4.40	\$ 141,460.00	\$ 6.40	\$ 205,760.00	\$ 5.00 \$	160,750.00	\$ 9.00	\$ 289,350.00	\$ 7.75	\$ 249,162.50
32	MINOR CONCRETE (TYPE A MOD CURB)	3,400	LF	\$ 90.00	\$ 306,000.00	\$ 85.00	\$ 289,000.00	\$ 85.00 \$	289,000.00	\$ 81.00	\$ 275,400.00	\$ 50.00	\$ 170,000.00
33	MINOR CONCRETE (RETAINING CURB)	500	LF	\$ 80.00	\$ 40,000.00	\$ 32.00	\$ 16,000.00	\$ 22.00 \$	11,000.00	\$ 30.00	\$ 15,000.00	\$ 23.00	\$ 11,500.00
34	MINOR CONCRETE (A1-6 CURB)	2,400	LF	\$ 60.00	\$ 144,000.00	\$ 37.00	\$ 88,800.00	\$ 75.00 \$	180,000.00	\$ 37.00	\$ 88,800.00	\$ 50.00	\$ 120,000.00
35	MINOR CONCRETE (B1-4 CURB)	620	LF	\$ 60.00	\$ 37,200.00	\$ 37.00	\$ 22,940.00	\$ 45.00 \$	27,900.00	\$ 37.00	\$ 22,940.00	\$ 50.00	\$ 31,000.00
36	MINOR CONCRETE (SIDEWALK)	28,690	SF	\$ 18.00	\$ 516,420.00	\$ 12.60	\$ 361,494.00	\$ 17.00 \$	487,730.00	\$ 13.50	\$ 387,315.00	\$ 14.00	\$ 401,660.00
37	MINOR CONCRETE (DRIVEWAY)	1,700	SF	\$ 27.00	\$ 45,900.00	\$ 18.00	\$ 30,600.00	\$ 15.00 \$	25,500.00	\$ 17.00	\$ 28,900.00	\$ 17.00	\$ 28,900.00
38	MINOR CONCRETE (ARTWORK FOUNDATIONS)	20	SF	\$ 33.00	\$ 660.00	\$ 850.00	\$ 17,000.00	\$ 750.00 \$	15,000.00			\$ 75.00	\$ 1,500.00
39	MINOR CONCRETE (TEXTURED PAVING)	300	SF	\$ 33.00	\$ 9,900.00	\$ 30.00	\$ 9,000.00	\$ 35.00 \$	10,500.00	\$ 28.00	\$ 8,400.00	\$ 35.00	\$ 10,500.00
40	CONCRETE CURB AND GUTTER REPLACE-IN-KIND	260	LF	\$ 110.00	\$ 28,600.00	\$ 105.00	\$ 27,300.00	\$ 125.00 \$	32,500.00		\$ 26,000.00	\$ 50.00	\$ 13,000.00
41	CURB RAMP	46	EA	\$ 5,000.00	\$ 230,000.00	\$ 4,200.00	\$ 193,200.00	\$ 6,000.00 \$	276,000.00	\$ 4,000.00		\$ 4,000.00	
42	SIGN	80	EA	\$ 300.00	\$ 24,000.00	\$ 60.00	\$ 4,800.00	\$ 60.00 \$	4,800.00		\$ 14,000.00	\$ 200.00	\$ 16,000.00
43	SIGN (RELOCATE)	10	EA	\$ 200.00	\$ 2,000.00	\$ 250.00	\$ 2,500.00	\$ 250.00 \$	2,500.00	\$ 200.00		\$ 100.00	\$ 1,000.00
44	SIGN (OBJECT MARKER)	27	EA	\$ 50.00	\$ 1,350.00	\$ 75.00	\$ 2,025.00	\$ 80.00 \$	2,160.00	\$ 50.00	\$ 1,350.00	\$ 130.00	\$ 3,510.00
45	POST	35	EA	\$ 125.00	\$ 4,375.00	\$ 325.00	\$ 11,375.00	\$ 330.00 \$	11,550.00	\$ 150.00	\$ 5,250.00	\$ 260.00	\$ 9,100.00
46	REMOVE SIGN	42	EA	\$ 150.00	\$ 6,300.00	\$ 55.00	\$ 2,310.00	\$ 50.00 \$	_,			\$ 65.00	\$ 2,730.00
47	REMOVE POST	1	EA	\$ 150.00	\$ 150.00	\$ 400.00	\$ 400.00	\$ 400.00 \$				\$ 65.00	\$ 65.00
48	REMOVE POST FOUNDATION	4	EA	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 800.00 \$	3,200.00	\$ 100.00	\$ 400.00	\$ 130.00	\$ 520.00
49	REMOVE AND DISPOSE STORYBODY SIGNS	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 500.00	\$ 3,500.00	\$ 250.00 \$	1,750.00	\$ 150.00	\$ 1,050.00	\$ 350.00	\$ 2,450.00
50	STRIPE (DETAIL 9)	5,695	LF	\$ 1.00	\$ 5,695.00	\$ 0.50	\$ 2,847.50	\$ 0.50 \$	2,847.50	\$ 0.50	\$ 2,847.50	\$ 0.50	\$ 2,847.50
51	STRIPE (DETAIL 22)	5,050	LF	\$ 2.50	\$ 12,625.00	\$ 2.30		\$ 2.50 \$	12,625.00	\$ 2.20	\$ 11,110.00	\$ 2.50	\$ 12,625.00
52	STRIPE (DETAIL 27B)	1,700	LF	\$ 1.50	\$ 2,550.00	\$ 1.10		\$ 1.00 \$	1,700.00	\$ 1.00	\$ 1,700.00	\$ 1.25	\$ 2,125.00
53	STRIPE (DETAIL 32)	1,465	LF	\$ 2.50	\$ 3,662.50	\$ 3.60		\$ 4.00 \$	5,860.00	\$ 3.50	\$ 5,127.50	\$ 4.00	\$ 5,860.00
54	STRIPE (DETAIL 37B)	260	LF	\$ 2.00	\$ 520.00	\$ 1.00	\$ 260.00	\$ 0.70 \$	182.00	\$ 0.80	\$ 208.00	\$ 0.75	\$ 195.00
55	STRIPE (DETAIL 38B)	2,590	LF	\$ 2.00	\$ 5,180.00	\$ 1.30		\$ 1.30 \$	3,367.00		\$ 3,108.00	\$ 1.50	\$ 3,885.00
56	STRIPE (DETAIL 39)	12,095	LF	\$ 2.00	\$ 24,190.00	\$ 1.05	\$ 12,699.75	\$ 1.00 \$	12,095.00	\$ 1.00	\$ 12,095.00	\$ 1.25	\$ 15,118.75
57	STRIPE (DETAIL 39A)	8,000	LF	\$ 1.50	\$ 12,000.00	\$ 1.10	\$ 8,800.00	\$ 1.00 \$	8,000.00	\$ 1.00	\$ 8,000.00	\$ 1.25	\$ 10,000.00

58	STRIPE (DETAIL 40)	60	LF	\$ 2.50	\$ 150.00	\$ 1.00	\$ 60.00	\$ 0.50 \$	30.00	\$ 1.00	\$ 60.00	\$ 0.50	\$ 30.00
59	WHITE STRIPE (12")	4,050	LF	\$ 2.50	\$ 10,125.00	\$ 4.20	\$ 17,010.00	\$ 4.00 \$	16,200.00	\$ 4.00	\$ 16,200.00	\$ 4.50	\$ 18,225.00
60	YELLOW STRIPE (12")	60	LF	\$ 2.50	\$ 150.00	\$ 5.00	\$ 300.00	\$ 4.00 \$	240.00	\$ 5.00	\$ 300.00	\$ 4.50	\$ 270.00
61	WHITE STRIPE (24")	2,050	LF	\$ 5.00	\$ 10,250.00	\$ 8.50	\$ 17,425.00	\$ 8.00 \$	16,400.00	\$ 8.00	\$ 16,400.00	\$ 9.25	\$ 18,962.50
62	PAVEMENT MARKING (GREEN BIKE LANE)	12,300	SF	\$ 4.00	\$ 49,200.00	\$ 9.50	\$ 116,850.00	\$ 9.00 \$	110,700.00	\$ 9.50	\$ 116,850.00	\$ 10.50	\$ 129,150.00
63	PAVEMENT MARKING (RED BUS LANE)	1,000	SF	\$ 4.00	\$ 4,000.00	\$ 11.00	\$ 11,000.00	\$ 11.00 \$	11,000.00	\$ 10.00	\$ 10,000.00	\$ 11.50 \$	\$ 11,500.00
64	STAMPED THERMOPLASTIC CROSSWALK	3,550	SF	\$ 6.00	\$ 21,300.00	\$ 21.50	\$ 76,325.00	\$ 23.00 \$	81,650.00	\$ 21.00	\$ 74,550.00	\$ 26.25	\$ 93,187.50
65	PAVEMENT MARKING (OTHER)	259	EA	\$ 20.00	\$ 5,180.00	\$ 160.00	\$ 41,440.00	\$ 160.00 \$	41,440.00	\$ 160.00	\$ 41,440.00	\$ 173.00 \$	\$ 44,807.00
66	CURB PAINT	500	LF	\$ 2.00	\$ 1,000.00	\$ 2.10	\$ 1,050.00	\$ 2.00 \$	1,000.00	\$ 3.00	\$ 1,500.00	\$ 2.25	\$ 1,125.00
67	LANDSCAPE PLANTING (SHRUB)	10,300	SF	\$ 18.00	\$ 185,400.00	\$ 8.20	\$ 84,460.00	\$ 8.00 \$	82,400.00	\$ 11.00	\$ 113,300.00	\$ 15.00	\$ 154,500.00
68	WEED BARRIER FABRIC	8,700	SF	\$ 0.90	\$ 7,830.00	\$ 0.70	\$ 6,090.00	\$ 0.75 \$	6,525.00	\$ 0.65	\$ 5,655.00	\$ 1.00 \$	\$ 8,700.00
69	IMPORTED TOPSOIL	800	CY	\$ 50.00	\$ 40,000.00	\$ 92.00	\$ 73,600.00	\$ 95.00 \$	76,000.00	\$ 50.00	\$ 40,000.00	\$ 111.00 \$	\$ 88,800.00
70	LANDSCAPE TREE, 24" BOX	31	EA	\$ 620.00	\$ 19,220.00	\$ 300.00	\$ 9,300.00	\$ 400.00 \$	12,400.00	\$ 675.00	\$ 20,925.00	\$ 800.00 \$	\$ 24,800.00
71	IRRIGATION CONTROLLER	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00 \$	20,000.00	\$ 14,000.00	\$ 28,000.00	\$ 15,000.00 \$	\$ 30,000.00
72	IRRIGATION BACKFLOWER PREVENTION ASSEMBLY	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 5,500.00	\$ 11,000.00	\$ 6,000.00 \$	12,000.00	\$ 12,000.00	\$ 24,000.00	\$ 9,000.00 \$	\$ 18,000.00
73	IRRIGATION MASTER VALVE, FLOW SENSOR	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00 \$	2,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00 \$	\$ 7,000.00
74	IRRIGATION TRENCHING (BORE AND SAWCUT)	500	LF	\$ 50.00	\$ 25,000.00	\$ 200.00	\$ 100,000.00	\$ 0.10 \$	50.00	\$ 160.00	\$ 80,000.00	\$ 190.00 \$	\$ 95,000.00
75	IRRIGATION MAINLINE AND WIRE	1,300	LF	\$ 20.00	\$ 26,000.00	\$ 88.00	\$ 114,400.00	\$ 90.00 \$	117,000.00	\$ 50.00	\$ 65,000.00	\$ 230.00 \$	\$ 299,000.00
76	LANDSCAPE MAINTENANCE (90 DAYS)	10,300	SF	\$ 0.35	\$ 3,605.00	\$ 0.85	\$ 8,755.00	\$ 1.00 \$	10,300.00	\$ 0.50	\$ 5,150.00	\$ 0.50	\$ 5,150.00
77	ELECTRICAL CONNECTION FOR IRRIGATION CONTROLLER	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00 \$	10,000.00	\$ 35,000.00	\$ 35,000.00	\$ 3,000.00	\$ 3,000.00
78	STREET LIGHTING	1	LS	\$ 32,400.00	\$ 32,400.00	\$ 42,000.00	\$ 42,000.00	\$ 80,000.00 \$	80,000.00	\$ 95,000.00	\$ 95,000.00	\$ 82,440.00	\$ 82,440.00
79	SIGNAL MODIFICATION - EL CAMINO REAL	1	LS	\$ 228,400.00	\$ 228,400.00	\$ 315,000.00	\$ 315,000.00	\$ 375,000.00 \$	375,000.00	\$ 425,000.00	\$ 425,000.00	\$ 300,840.00	\$ 300,840.00
80	SIGNAL MODIFICATION - WILKIE WAY	1	LS	\$ 238,500.00	\$ 238,500.00	\$ 295,000.00	\$ 295,000.00	\$ 375,000.00 \$	375,000.00	\$ 425,000.00	\$ 425,000.00	\$ 376,140.00	\$ 376,140.00
81	SIGNAL MODIFICATION - MIDDLEFIELD ROAD	1	LS	\$ 84,325.00	\$ 84,325.00	\$ 295,000.00	\$ 295,000.00	\$ 130,000.00 \$	130,000.00	\$ 425,000.00	\$ 425,000.00	\$ 150,240.00	\$ 150,240.00
82	NEW SIGNAL - LOUIS ROAD/MONTROSE AVENUE	1	LS	\$ 258,100.00	\$ 258,100.00	\$ 295,000.00	\$ 295,000.00	\$ 425,000.00 \$	425,000.00	\$ 380,000.00	\$ 380,000.00	\$ 412,680.00	\$ 412,680.00
83	SIGNAL MODIFICATION - FABIAN WAY	1	LS	\$ 264,200.00	\$ 264,200.00	\$ 275,000.00	\$ 275,000.00	\$ 475,000.00 \$	475,000.00	\$ 365,000.00	\$ 365,000.00	\$ 423,480.00 \$	\$ 423,480.00
84	SIGNAL MODIFICATION - SIC	1	LS	\$ 61,600.00	\$ 61,600.00	\$ 63,000.00	\$ 63,000.00	\$ 15,000.00 \$	15,000.00	\$ 85,000.00	\$ 85,000.00	\$ 133,080.00 \$	\$ 133,080.00
85	REPAIR OF CALTRANS STANDARD TRAFFIC LOOPS	9	EA	\$ 4,000.00	\$ 36,000.00	\$ 850.00	\$ 7,650.00	\$ 800.00 \$	7,200.00	\$ 800.00	\$ 7,200.00	\$ 900.00 \$	\$ 8,100.00
86	REPAIR OF CPA STANDARD TRAFFIC LOOPS	6	EA	\$ 3,000.00	\$ 18,000.00	\$ 850.00	\$ 5,100.00	\$ 800.00 \$	4,800.00	\$ 800.00	\$ 4,800.00	\$ 1,080.00 \$	\$ 6,480.00
87	ELECTRICAL CONNECTION FOR TRAFFIC SIGNAL	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 11,000.00	\$ 11,000.00	\$ 50,000.00 \$	50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 21,000.00 \$	\$ 21,000.00
88	MISC. TRANSPORTATION IMPROVEMENTS	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00 \$	50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00 \$	\$ 50,000.00
89	TREE TRIMMING	50	CREW HOUR	\$ 250.00	\$ 12,500.00	\$ 375.00	\$ 18,750.00	\$ 500.00 \$	25,000.00	\$ 200.00	\$ 10,000.00	\$ 350.00 \$	\$ 17,500.00
90	UTILITY TIE-OUT DRAWINGS	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00		\$ 5,000.00 \$	5,000.00	, , , , , , , ,	\$ 1,500.00	\$ 500.00 \$	\$ 500.00
91	CALTRANS ENCROACHMENT PERMIT ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00 \$	50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00 \$	\$ 50,000.00
	BASE BID TOTAL	-		\$	6,092,155.60	\$	6,525,253.05	\$	7,625,292.00	\$	7,393,780.20	\$	8,466,716.00

	ADD ALTERNATES	QTY	UNITS	ENGINEER'S ESTIMATE	O'GRADY PAVING, INC.	A. TIECHERT & SON, INC.	REDGWICK CONSTRUCTION COMPANY	GOLDEN BAY CONSTRUCTION, INC.
1	TEMPORARY MIDDLEFIELD POLE	1	LS	\$ 200,000.00 \$ 200,000.00	\$ 15,000.00 \$ 15,000.00	\$ 65,000.00 \$ 65,000.00	\$ 45,000.00 \$ 45,000.00	\$ 33,000.00 \$ 33,000.00
2	SAWCUT GUTTER (SUZANNE DRIVE TO ALMA STREET)	1	LS	\$ 53,025.00 \$ 53,025.00	\$ 75,000.00 \$ 75,000.00	\$ 110,000.00 \$ 110,000.00	\$ 287,000.00 \$ 287,000.00	\$ 254,467.00 \$ 254,467.00
3	SAWCUT GUTTER (MIDDLEFIELD ROAD TO FABIAN WAY)	1	LS	\$ 53,025.00 \$ 53,025.00	\$ 35,000.00 \$ 35,000.00	\$ 56,000.00 \$ 56,000.00	\$ 125,000.00 \$ 125,000.00	\$ 92,779.00 \$ 92,779.00
4	SAWCUT GUTTER (FABIAN WAY TO SAN ANTONIO ROAD)	1	LS	\$ 35,350.00 \$ 35,350.00	\$ 25,000.00 \$ 25,000.00	\$ 23,000.00 \$ 23,000.00	\$ 85,200.00 \$ 85,200.00	\$ 49,385.00 \$ 49,385.00
5	CONDUIT INSTALLATION MID-BLOCK CLEMO AND SUTHERLAND	1	LS	\$ 15,000.00 \$ 15,000.00	\$ 40,000.00 \$ 40,000.00	\$ 50,000.00 \$ 50,000.00	\$ 33,700.00 \$ 33,700.00	\$ 37,560.00 \$ 37,560.00
6	RELOCATE EXISTING FIRE HYDRANT	1	LS	\$ 15,300.00 \$ 15,300.00	\$ 5,000.00 \$ 5,000.00	\$ 1,000.00 \$ 1,000.00	\$ 28,700.00 \$ 28,700.00	\$ 800.00 \$ 800.00
7	REMOVABLE BOLLARDS	2	EA	\$ 1,000.00 \$ 2,000.00	\$ 5,000.00 \$ 10,000.00	\$ 2,000.00 \$ 4,000.00	\$ 2,800.00 \$ 5,600.00	\$ 2,600.00 \$ 5,200.00
8	M CABINET AT NE FABIAN/CHARLESTON	1	LS	\$ 20,000.00 \$ 20,000.00	\$ 60,000.00 \$ 60,000.00	\$ 120,000.00 \$ 120,000.00	\$ 56,300.00 \$ 56,300.00	\$ 64,800.00 \$ 64,800.00
9	OPTICOM SIGNAL PRE-EMPTION SYSTEM	1	LS	\$ 40,000.00 \$ 40,000.00	\$ 60,000.00 \$ 60,000.00	\$ 95,000.00 \$ 95,000.00	\$ 61,950.00 \$ 61,950.00	\$ 84,720.00 \$ 84,720.00
10	STORM DRAIN REPLACEMENT ON WEST CHARLESTON	1	LS	\$ 66,375.00 \$ 66,375.00	\$ 53,000.00 \$ 53,000.00	\$ 20,000.00 \$ 20,000.00	\$ 71,500.00 \$ 71,500.00	\$ 50,570.00 \$ 50,570.00
	ADD ALTERNATE TOTAL			\$ 500,075.00	\$ 378,000.00	\$ 544,000.00	\$ 799,950.00	\$ 673,281.00

PERCENT OVER ENGINEER'S ESTIMATE	7%	25%	21%	39%

Resolution No
Resolution of the Council of the City of Palo Alto to Adopt a List of
Projects for Fiscal Year 2021-2022 Funded by SB 1: The Road Repair

and Accountability Act of 2017

#### RECITALS

- A. Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and
- B. SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Palo Alto (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and
- The City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and
- The City, will receive an estimated \$1,356,343 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and
- E. This is the fifth year in which the City is receiving SB 1 funding which enables the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and
- The City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and
- G. The funding from SB 1 will help the City maintain and rehabilitate various streets throughout the City this year and many similar projects into the future; and
- The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "excellent" condition and this revenue will help us maintain the overall quality of our road system and implement complete streets projects over the next decade; and
- The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, the Council of the City of Palo Alto RESOLVES as follows:

<u>SECTION 1</u>. The foregoing recitals are true and correct.

<u>SECTION 2</u>. The City of Palo Alto hereby adopts the following list of projects planned to be funded in-part or solely with fiscal year 2021-2022 with Road Maintenance and Rehabilitation Account revenues:

Charleston-Arastradero Corridor Project – Phase 3 includes pavement repair, sidewalk, curb and gutter replacement, upgraded curb ramps, median islands, street paving, traffic signal improvements, and landscaping. The following streets are included in the Charleston-Arastradero Corridor Project – Phase 3: Arastradero Road (Los Palos Avenue to El Camino Real), West Charleston Road (El Camino Real to Alma Street), and East Charleston Road (Middlefield Road to San Antonio Road).

The estimated useful life is 30 years. Construction of Phase 3 will start in Summer/Fall 2021 and be completed in Summerpring 2022.

SECTION 3. The Council finds that the adoption of this resolution does not meet the definition of a project under Public Resources Code Section 21065, thus no environmental assessment under the California Environmental Quality Act is required.

INTRODUCED AND PASSED:	
AYES:	
NOES:	
ABSENT:	
ABSTENTIONS:	
ATTEST:	
City Clerk	Mayor
APPROVED AS TO FORM:	APPROVED:
Assistant City Attorney	City Manager
	Director of Public Works
	Director of Administrative Services