



City of Palo Alto

City Council Staff Report

(ID # 9404)

Report Type: Consent Calendar

Meeting Date: 8/13/2018

Summary Title: Approval of Baylands Boardwalk Improvement Design Contract Amendment No. 1

Title: Approval of Amendment No. 1 to Contract No. C17163750 With Biggs Cardosa Associates, Inc. in an Amount Not-to-Exceed \$198,514 to Provide Construction Administration Services for the Baylands Boardwalk Improvement Project (PE-14018), for a new Total Not-To-Exceed Amount of \$638,506, and to Extend the Term Through June 30,2019

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Contract Amendment No. 1 to Contract No. C17163750 with Biggs Cardosa Associates, Inc. (Attachment A) in the amount of \$198,514, for a total contact amount not-to-exceed \$638,506 for construction administration services for the Baylands Boardwalk Improvement project (CIP PE-14018).

Background

The Baylands Boardwalk Improvement project (project) will replace the existing boardwalk at the Interpretive Center with a new accessible boardwalk of the same length and on the same alignment. The existing boardwalk was constructed in 1969 and rehabilitated in 1980. Council approved a construction contract with Vortex Marine Construction, Inc. for the project on June 25, 2018 ([CMR 9301](#)). As described in the June 25, 2018 report, a contract amendment with Biggs Cardosa Associates, Inc. (BCA) is needed to provide construction administration services.

Discussion

The contract amendment scope of services is summarized below, consisting of three main tasks. The original contract authorized design and bidding services,

and this contract amendment authorizes BCA to provide construction administration and support services during construction. This amendment includes environmental mitigation measures outlined by the adopted Mitigated Negative Declaration.

1. Task 1 – Project Management/Administration Services
 - a) Attend pre-construction meeting and construction field meetings
 - b) Participate in a monthly teleconference with City Project Engineer (PE); up to five meetings assumed
2. Task 2 – Construction Support Engineering Services
 - a) Assist PE with responses to contractor initiated Requests for Information related to structural elements of work
 - b) Review contractor structural shop drawings and structural calculations
 - c) Assist PE with the preparation of City requested Contract Change Orders
 - d) Prepare record drawings
 - e) Conduct geotechnical field observation during installation of post/piles
 - f) Attend final inspection walk through with City PE
3. Task 3 – Construction Environmental Services
 - a) Environmental training
 - b) Pre-construction surveys and monitoring at temporary access pathway
 - c) Preconstruction surveys and monitoring at bents
 - d) Agency notifications and reports
 - e) Post-construction wetland restoration

Resource Impact

Funding for this amendment is available in the Capital Improvement Program project PE-14018 Baylands Boardwalk Improvements project.

Timeline

The onsite construction for the project is limited to five months from September 1 through January 31 due to regulatory requirements to avoid the bird nesting season in the Baylands. Beginning in September, on-site construction is expected to be completed by December 2018.

Policy Implications

The project is consistent with the Comprehensive Plan goals, policies, and programs.

Goal N-1: Protect, conserve and enhance Palo Alto's citywide system of open space, including connected and accessible natural and urban habitats, ecosystems and natural resources, providing a source of public health, natural beauty and enjoyment for Palo Alto residents.

Policy N1.1: Preserve, protect and enhance public and private open space and ecosystems of Palo Alto from the foothills to the Baylands. Respect the role that natural and landscaped areas within the urbanized part of the city play in a resilient ecological continuum, as illustrated on Map N-1.

Policy N1.2: Maintain a network of parks and urban forest from the urban center to the foothills and Baylands that provide ecological benefits and access to nature for all residents.

Policy N1.5: Preserve and protect the Bay, marshlands, salt ponds, sloughs, creeks, and other natural water or wetland areas as open space, functioning habitats, and elements of a larger, interconnected wildlife corridor, consistent with the Baylands Master Plan, as periodically amended, which is incorporated here by reference.

Environmental Review

Approval of the contract amendment is not a project under CEQA.

Attachments:

- Attachment A: Amendment No. 1

**AMENDMENT NO. 1 TO CONTRACT NO. C17163750
BETWEEN THE CITY OF PALO ALTO AND
BIGGS CARDOSA ASSOCIATES, INC.**

This Amendment No. 1 (this "Amendment") to contract no. C17163750 is entered into as of August 13, 2018, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation ("CITY"), and **BIGGS CARDOSA ASSOCIATES, INC.**, a California corporation, located at 865 The Alameda, San Jose, CA 95126 ("CONSULTANT"). CITY and CONSULTANT are referred to herein collectively as the "Parties".

RECITALS

- A. The Contract (as defined below) was entered into on August 15, 2016 between the Parties for the provision of professional services for the Baylands Boardwalk Improvement Project ("Project") including environmental assessment, preliminary and final design development, and bidding phase services, as detailed therein. At the time of award of the Contract, it was contemplated that, if later approved by the City Council, the Contract would be amended to include construction administration services, which were described in both the Request for Proposals and the Contract. The construction administration includes project management, construction engineering and environmental monitoring services during construction.
- B. The Parties now wish to amend the Contract to include construction administration services; to increase the total not-to-exceed amount of compensation by an amount not to exceed One Hundred Ninety-Eight Thousand Five Hundred Fourteen Dollars (\$198,514), from Four Hundred Thirty-Nine Thousand Nine Hundred Ninety-Two Dollars (\$439,992), to a new total not-to-exceed amount of Six Hundred Thirty Eight Thousand Five Hundred Six Dollars (\$638,506); and to extend the term through June 30, 2019; 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. C17163750 between CONSULTANT and CITY.
- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

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

"CONSULTANT shall perform the Services described at Exhibit "A-1" as an addition to the Services described in Exhibit "A", in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY."

SECTION 3. Section 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 completion of the services in accordance with the Schedule of Performance attached at Exhibit "B", but in no event later than June 30, 2019, unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 4. 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" ("Scope of Services") and Exhibit "A-1" ("Scope of Services, Amendment No. 1") (collectively, the "Basic Services"), and reimbursable expenses, shall not exceed Five hundred Eighty Thousand Four Hundred Sixty Dollars (\$580,460). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Six Hundred Thirty Eight Thousand Five Hundred Six Dollars (\$638,506). The applicable rates and schedule of payment are set out at Exhibit "C-1" entitled "SCHEDULE OF RATES," and/or Exhibit "C-2", entitled "SCHEDULE OF RATES," each of which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". 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 at Exhibit "A" and/or Exhibit "A-1".

SECTION 5. Task 9 ("Construction Phase Services"), consisting of Tasks 9.0 through 9.7, of Exhibit "A" ("Scope of Services") of the Contract, is hereby deleted and replaced in the entirety by Tasks 9, 10, and 11 of Exhibit "A-1" ("Scope of Services, Amendment No.1"), which is attached and incorporated into this Amendment and the Contract pursuant to Section 6 of this Amendment.

SECTION 6. The following exhibits to the Contract are hereby added, or deleted and replaced in the entirety, as indicated below, to read as set forth in the attachments to this Amendment, all of which are hereby incorporated into this Amendment as though fully set forth herein, and into the Contract as though fully set forth therein, respectively, by this reference.

- a. Exhibit "A-1" entitled "SCOPE OF SERVICES, AMENDMENT No. 1" – Added.
- b. Exhibit "B", entitled "SCHEDULE OF PERFORMANCE" of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "B", entitled "SCHEDULE OF PERFORMANCE, AMENDMENT No. 1".

- c. Exhibit "C" entitled "COMPENSATION" of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "C", entitled "COMPENSATION, AMENDMENT No. 1".
- d. Exhibit "C-2" entitled "SCHEDULE OF RATES"- Added.

SECTION 7. Legal Effect. Except as herein modified, all other provisions of the Contract, including any exhibits, shall remain in full force and effect.

SECTION 8. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are hereby fully incorporated herein by this reference.

SIGNATURES OF THE PARTIES

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

CITY OF PALO ALTO

City Manager (Contract over \$85k)

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

BIGGS CARDOSA ASSOCIATES, INC.

By: 
DC2C7AA5FBCA4C1...
Name Stephen Biggs

Title: President

Attachments:

- EXHIBIT "A-1": "SCOPE OF SERVICES, AMENDMENT NO. 1" (ADDED)
- EXHIBIT "B": "SCHEDULE OF PERFORMANCE" (AMENDED-REPLACES PREVIOUS)
- EXHIBIT "C": "COMPENSATION"-(AMENDED-REPLACES PREVIOUS)
- EXHIBIT "C-2": "SCHEDULE OF RATES" (ADDED)

EXHIBIT "A-1"
SCOPE OF SERVICES,
AMENDMENT NO.1
(ADDED)

The Consultant shall provide the following construction administration services detailed in this Exhibit "A-1" ("Scope of Services, Amendment No.1")., The Parties understand and agree that Tasks 9, 10, and 11 of this Exhibit A-1 replace Task 9 ("Construction Phase Services"), which consists of Tasks 9.0 through 9.7, of Exhibit "A" ("Scope of Services").

Task 9 – Project Management/ Administration Services

1. Design Team management and administration
2. Attend pre-construction meeting
3. Attend construction field meetings (up to 5 meetings assumed) upon request by the City
4. Participate in monthly teleconference with City's Project Engineer (up to 5 meetings assumed)

Task 10 – Construction Support Engineering Services

1. Assist City Project Engineer (PE) with responses to Contractor initiated Requests for Information (RFIs) related to structural elements of work.
2. Review Contractor structural shop drawings and structural calculations to include:
 - a. Demolition Plan
 - b. Post/Pile Installation Plan
 - c. Miscellaneous metal shop drawings
 - d. Certificates of Compliance for structural elements
3. Assist PE with review of non-structural shop drawings as requested. This task assumes that the primary non-structural reviews will be performed by the PE and includes an allowance for providing support to the PE related to:
 - a. General access elements of work
 - b. General environmental elements of work
 - c. General geotechnical elements of work
4. Assist PE with preparation of minor City requested Contract Change Orders (CCOs).
5. Prepare Record Drawings from one consolidated master mark-up set of PE red line comments provided to Consultant.
6. Conduct geotechnical field observation during installation of post/piles. An allowance has been assumed for providing part-time field observation. Field observation will be provided by trained field personnel. Observations will be from a geotechnical perspective and in accordance with the project plans and specifications. A total of five working days has been assumed for post/pile observation as follows: 3 days at initiation of Post/Pile installation to verify Contractor installation methods and geotechnical capacity of post/piles. Up to 2 additional field days during post/pile installation to spot check installation methods and address any field challenges encountered.
7. Provide input/draft responses for Notices of Potential Claims at the request of the City and includes an allowance for providing support to the PE.
8. Attend final inspection walk through with City PE.

Task 11 – Construction Environmental Services

1. Environmental Training:
 - a. The project's Biological Opinion (BO) requires USFWS-approved biologists to conduct all training sessions, surveys, and monitoring work. Names and resumes of proposed biologists involved in conducting all training sessions, surveys, and monitoring work described herein will be submitted to the USFWS for approval. The submittal will include a cover letter and resumes for biologists qualified to conduct training sessions, surveys, and/or monitoring activities for special-status wildlife species.
 - b. In accordance with Mitigation Measure BIO-1.3 of the IS/MND, and a conservation measure in the BO, a Worker Environmental Awareness Program will be prepared by a USFWS-approved biologist who will present this training to project staff (construction crews, contractors, city staff, and, inspectors). The training will include a description of special-status species that occur on the site (e.g., the California Ridgway's rail [*Rallus obsoletus obsoletus*], salt marsh harvest mouse [*Reithrodontomys raviventris*], salt marsh wandering shrew [*Sorex vagrans halicoetes*]), as well as their habitats, biology and general behavior, the importance of the species, their legal status, the general measures that are being implemented to conserve these species as they relate to the project, the boundaries within which the project may be accomplished, notification protocols in the event that a listed species is observed, and penalties for violation.
 - c. Training sessions will be provided as needed (e.g., as additional construction personnel begin work on the project). For the purpose of budgeting this task, it is assumed that most training sessions can be provided concurrently with the construction monitoring tasks described in the tasks below. Thus, the allowance for this task includes the development of printed training materials and up to five training sessions. A record of all personnel trained by the USFWS- approved biologist will be maintained, and this record will be made available to the USFWS and City of Palo Alto for compliance verification.
2. Preconstruction Surveys and Monitoring at Temporary Access Pathway:
 - a. The BO and IS/MND require a USFWS-approved biologist to conduct an initial inspection for California Ridgway's rails, salt marsh harvest mice, and salt marsh wandering shrews and to monitor vegetation removal, wildlife exclusion fence installation, and marsh mat placement at the proposed temporary access pathway within tidal salt marsh.
 - b. A USFWS-approved biologist will conduct an initial inspection of the work area and monitor the duration of vegetation clearing, wildlife exclusion fence installation, and marsh mat placement for the temporary access pathway, which will remain in place for the duration of construction. The biologists will make specific recommendations with respect to the rate of vegetation removal (to ensure that any harvest mice or shrews present are able to escape to cover that will not be impacted), and whether vegetation needs to remain in a certain area temporarily to facilitate dispersal of mice/shrews into habitat outside the impact area. The allowance for this task assumes that the construction of the temporary access pathway will be completed in five working days. Should Contractor's operations extend longer than 5 working days, planning level costs for each additional day are \$2,000 per day.
 - c. Once the wildlife exclusion fence is installed, IS/MND Mitigation Measure BIO-1.12 requires that the fence be inspected daily and if a break in the fence is found, a USFWS-approved biologist will inspect the work area for salt marsh harvest mice. It is assumed that these daily inspections can occur concurrently with the preconstruction surveys and monitoring work described above and below. On days when no work is occurring in the

marsh and monitors are not at the site, it is assumed that that these daily inspections will be conducted by the City inspector or Contractor. The allowance for this task assumes that five extra visits to inspect the work after a breach in the fence is reported will be needed.

- d. This task also includes a small allowance for coordination with the City of Palo Alto and USFWS if a California Ridgway's rail, salt marsh harvest mouse, or salt marsh wandering shrew is observed during the site inspections or monitoring work.
3. Preconstruction Surveys and Monitoring at Bents:
 - a. The project's BO and IS/MND Mitigation Measure BIO-1.8 requires a USFWS- approved biologist to be present during on-the-ground work activities within the marsh or in vegetated areas within 5 feet of the marsh to look for individuals that may be impacted by construction.
 - b. When construction personnel need to temporarily stand in the marsh to perform work at the bents (as opposed to activities on the elevated boardwalk/decking), a USFWS- approved biologist will first inspect the marsh to determine whether any salt marsh harvest mice or California Ridgway's rails are present. As the construction personnel place a temporary mat in the marsh on which to conduct that work, the biologist will monitor the placement of the mat and all activities conducted by personnel on the mat (until work within the marsh at that bent is completed). The allowance for this task assumes that 40 full days of monitoring will be required due to the length of the boardwalk and the number of bents.
 - c. Should Contractor's operations extend longer than 40 working days, planning level costs for each additional day are \$1,350 per day. Work in the marsh may be very intermittent; therefore, the biologist will work with the City and Contractor to schedule work at the bents that best utilizes biologist's time monitoring on site to minimize the actual budget needed to perform this work.
 - d. This task also includes a small allowance for coordination with the City of Palo Alto and USFWS if a California Ridgway's rail, salt marsh harvest mouse, or salt marsh wandering shrew is observed during the site inspections or monitoring work.
 4. Agency Notifications and Reports:

The project's BO includes a number of requirements related to notifications and reports. This task includes time for biologists to complete the following notifications and reports:

 - a. Provide notification to the USFWS within 24 hours of sighting any federally listed species, finding any injured or dead federally listed species, or finding any unintended damage to listed species' habitat associated within the project. Notification will include the date, time, and precise location of the individual/incident (BO Reporting Requirement 1).
 - b. If any special-status species are observed during preconstruction surveys, site inspections, or monitoring work, complete and submit California Natural Diversity Database forms of the sightings (BO Reporting Requirement 2).
 - c. Prepare and submit a post-construction compliance report to the USFWS within 60 days of project completion. The report shall include (1) dates that construction occurred; (2) pertinent information concerning the success of the project in meeting the avoidance and minimization measures; (3) an explanation of failure to meet such measures, if any; (4) known project effects on the California Ridgway's rail and salt marsh harvest mouse, if any; (5) occurrences of incidental take of these listed species, if any; (6) documentation of employee environmental education; and (7) other pertinent information (BO Reporting Requirement 3).
 5. Post-Construction Wetland Restoration:

Wetland Habitat Impact Assessment:

- a. Prior to initiation of project construction, wetland restoration ecologists will visit the site and establish 6 photo monitoring points to monitor the temporary access path and the area under the boardwalk as per Condition 14 of the 401 WQC. A map will be prepared showing the location of these points and the direction of each photograph.
- b. Following construction and removal of marsh mats, wetland restoration ecologists will conduct a site visit to assess the extent of construction impacts to tidal salt marsh vegetation in accordance with MM BIO-5.I. The ecologists will qualitatively assess the condition of topography, soil compaction, and vegetation within the construction footprint relative to the adjacent tidal marsh outside of the construction footprint. Consultant will also measure relative soil surface elevations in the construction area relative to the adjacent vegetated marsh using a laser level. Consultant will then prepare a concise technical memorandum (2 pages) describing site observations and ecologist's professional opinion regarding whether tidal salt marsh vegetation is likely to recover passively within a single growing season or whether active restoration is necessary to facilitate rapid native vegetation recovery. This task also includes communications with the City to describe consultant's findings and recommended next steps.
- c. At the same time as the site visit to assess impacts and the potential need for active restoration, the post-construction photo monitoring will be conducted. These results will be compiled in an as-built report to be submitted to the RWQCB no more than 45 days following project construction completion, as per Condition 17 of the 401 WQC. The report will also describe project implementation and any deviations from the plan sets used in permitting.
- d. If the need for active restoration is clear following the post-construction site visit, ecologists will forego the initial one year monitoring described in Condition 18 of the 401 WQC, and will simply alert the RWQCB that a WRMP is being prepared immediately because the site is not expected to attain the success criteria laid out in the 401 WQC without corrective and restorative actions. In this case, Optional Services "Wetland Restoration and Monitoring Plan" described below will not be necessary.

ASSUMPTIONS

This Exhibit "A-1" ("Scope of Services, Amendment No. 1") includes the following assumptions:

1. The City will assign a Project Engineer (PE) to the project that will be responsible for day to day oversight of the City's Contractor.
2. Consultant scope of services under this Exhibit "A-1" is limited to the tasks and services outlined herein. Approval for Additional Services may be sought by Consultant pursuant to Exhibit "C" ("Compensation").
3. All shop drawing submittals and RFIs for Design Team review will be routed and coordinated through the PE to Consultant.
4. The PE will provide any necessary coordination with the affected utility companies, adjacent property owners or other outside entity affected by the work. On City's request, the Consultant shall provide necessary support (e.g. design information) for City's coordination with these entities. Approval for Additional Services may be sought by Consultant pursuant to Exhibit "C" ("Compensation") to perform these services.
5. Shop drawing reviews are provided for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Consultants review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.

6. Boardwalk construction is assumed to be completed by the Contractor within the September 2018 to January 2019 environmental work window. If such work is not completed by the Contractor within one construction work window, then approval for Additional Services may be sought by Consultant pursuant to Exhibit "C" ("Compensation").
7. Construction inspection services are not included in this Exhibit "A-1" scope of services. A proposal for such services can be provided by Consultant upon request.

OPTIONAL SERVICES

1. Wetland Restoration and Monitoring Plan:
 - a. If the Wetland Habitat Impact Assessment determines that active restoration is necessary, then restoration ecologists will prepare a Wetland Restoration and Monitoring Plan (WRMP) in the form of a report. The WRMP will meet the requirements of MM BIO-5.I and of any relevant regulatory agency permit conditions. The WRMP will include the following sections:
 - i. Introduction and Wetland Restoration Goals
 - ii. Conceptual Wetland Restoration Design
 - Grading plan, if necessary to restore marsh plain elevations
 - Soil preparation plan
 - Planting and/or seeding plan
 - i. Vegetation Maintenance Plan
 - ii. Vegetation Monitoring Plan
 - iii. Remedial Action Plan
 - b. This task includes preparation of an Administrative Draft, Draft and Final WRMP. The Administrative Draft WRMP will be submitted to the Design Team for review. Revisions to the Admin Draft WRMP per Design Team comments will be made and then the Draft WRMP will be submitted to the City for review. The Draft WRMP will be revised based upon one round of consolidated comments from the City. The Final WRMP will be suitable for submission to the regulatory agencies, should permit conditions require such a plan.

Wetland Restoration and Monitoring Services are NOT included in the Construction Support scope and fee. The scope and fee for these services will be reviewed upon completion of the Wetland Habitat Impact Assessment and addressed pursuant to the "Additional Services" section of Exhibit "C".

EXHIBIT "B"
SCHEDULE OF PERFORMANCE
 (AMENDED- REPLACES PREVIOUS)

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

Milestones	Completion No. of Weeks from NTP
1. Schematic Design	12
2. 35% PS&E	31
3. 65% PS&E	44
4. 90% PS&E	49
5. 100% PS&E	53
6. 1 st Public Release Draft MND	40
7. Final MND	57
8. Agencies Permits	101

Construction Administration Services- Amendment No. 1

Milestones	Completion No. of Weeks from NTP
9. Construction Management/Administration	52
10. Construction Support Services	52
11. Construction Environmental Services	52

EXHIBIT "C"
COMPENSATION
 (AMENDED-REPLACES PREVIOUS)

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with Exhibits "A" and "A-1", 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 per Exhibits "C-1" and "C-2" up to the not to exceed budget amount for each task set forth below.

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	NOT TO EXCEED AMOUNT
Task 1 (Preliminary Design)	\$108,767
Task 2 (Environmental Assessment, Clearance and Permits)	\$104,612
Task 3 (Project Permits)	\$54,491
Task 4 (35% Plans, Specifications and Estimate)	\$15,380
Task 5 (Phase 2 Project Management and Coordination)	\$7,762
Task 6 (65% Plans, Specifications and Estimate)	\$55,920
Task 7 (Final PS& E – 90% & 100%)	\$38,431
Task 8 (Bid Phase Services)	\$4,993
Task 9 (Construction Management/Administration)	\$32,098
Task 10 (Construction Support Services)	\$58,996

Task 11 \$86,411
 (Construction Environmental Services)

Sub-total Basic Services **\$567,861**

Reimbursable Expenses **\$12,599**

Total Basic Services and Reimbursable expenses \$580,460
 Additional Services (Not to Exceed) \$58,046

Maximum Total Compensation **\$638,506**

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1 and/or C-2, as applicable. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

EXHIBIT "C-2"
SCHEDULE OF RATES
(ADDED)

865 The Alameda
San Jose, CA 95126-3133
Telephone 408-296-5515
Facsimile 408-296-8114

BIGGS CARDOSA ASSOCIATES, INC.
Fee Schedule
Baylands Boardwalk Replacement Project

Classification	Actual Hourly Rate (Min)	Actual Hourly Rate (Max)	Overhead Multiplier	Fee	Fully Loaded Rate (Min)	Fully Loaded Rate (Max)
Principal III	\$97.00	\$110.00	155.66%	10.00%	\$272.79	\$309.35
Principal II	\$82.00	\$99.00	155.66%	10.00%	\$230.61	\$278.41
Principal I	\$77.00	\$85.00	155.66%	10.00%	\$216.54	\$239.04
Associate	\$58.00	\$70.00	155.66%	10.00%	\$163.11	\$196.86
Engineering Manager	\$52.00	\$61.00	155.66%	10.00%	\$146.24	\$171.55
Senior Engineer	\$48.00	\$53.00	155.66%	10.00%	\$134.99	\$149.05
Project Engineer	\$42.00	\$50.00	155.66%	10.00%	\$118.11	\$140.61
Staff Engineer	\$36.00	\$41.00	155.66%	10.00%	\$101.24	\$115.30
Assistant Engineer	\$32.00	\$35.00	155.66%	10.00%	\$89.99	\$98.43
Junior Engineer	\$17.00	\$34.00	155.66%	10.00%	\$47.81	\$95.62
Sr. Computer Drafter	\$34.00	\$49.00	155.66%	10.00%	\$95.62	\$137.80
Administration	\$17.00	\$55.00	155.66%	10.00%	\$47.81	\$154.67

* Charge Rates Applicable October 1, 2017 - September 30, 2018
(Charge Rate revisions will be submitted in October of each year)

SCHEDULE OF RATES
(ADDED)



H. T. HARVEY & ASSOCIATES

Ecological Consultants

Professional Fees

Fees Effective January 1, 2018

Personnel Classification	Hourly Billing Rate
Principal	\$ 235 – 269
Senior Associate Ecologist	\$ 211
Associate Ecologist	\$ 196
Senior Ecologist 2	\$ 178
Senior Ecologist 1	\$ 161
Ecologist 2	\$ 139
Ecologist 1	\$ 123
Field Biologist 2	\$ 107
Field Biologist 1	\$ 89
Senior GIS Analyst	\$ 131
GIS Analyst	\$ 112
Technical Editor	\$ 107
Technical Support	\$ 85
Clerical Support	\$ 70
Deposition and Testimony	Two times standard rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate <i>(54.5¢ / mile as of January 2018)</i>
Travel (Cost plus 10%)	~ \$282/day <i>(based on federal per diem rate)</i>
Field Equipment Operation	Variable

Billing rates are subject to annual increases and will be adjusted at the beginning of each calendar year.

XHIBIT "C-2"
SCHEDULE OF RATES
(ADDED)



FEE SCHEDULE
EFFECTIVE THROUGH DECEMBER 2018

STAFF CATEGORY	RATE
Project Manager	\$ 255 - \$ 275
Contracts Manager	\$ 165 - \$175
Sr. Project Engineer (Eng. Manager QA-QC)	\$ 185 - \$196
Sr. Project Engineer	\$ 135 - \$185
Project Engineer	\$ 120 - \$140
Sr. Staff Engineer	\$ 100 - \$102
Staff Engineer	\$ 85 - \$100
Senior Lab Technician	\$ 125 - \$130
Lab Technician	\$ 95 - \$125
Field Engineer	\$ 125 - \$130
Field Engineer* (PW)	\$ 130 - \$140
Senior Engineering Geologist	\$ 180 - \$190
CADD	\$ 95 - \$105

Construction Phase: All time spent over 8 hours per day and Saturdays for field personnel will be charged at 1.5 times the hourly rate. Sunday work will be charged at twice the hourly rate. All charges are portal-to-portal and mileage will be charged at .535 cents per mile. Field time, including travel time, will be charged in a 2-hour increment. Any chargeable time that falls in between these increments will be charged at the rate of the next 2-hour increment. Prevailing wages will dictate the field rates wherever applicable.

OUTSIDE SERVICES

Drilling rental of special equipment and other outside charges will be invoiced at cost plus 10%. Direct contracting/billing and payment will not incur these costs. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

Miscellaneous outside reimbursable expenses encountered during the performance of our work, such as printing and other incidentals, will be billed at cost plus 10%. Outside services, beyond those included in the proposal, will not be performed without prior authorization from the Client.

The hourly rates indicated above shall remain in effect through December 2018; annual escalations will apply to these rates thereafter. **These escalations are on an average of 3% per year.**

* Prevailing wage will apply to field personnel as per DIR.