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#### *Task 4.1 Assumptions*

- All in-person meetings in **Task 4.1** are assumed to occur in Palo Alto or Oakland, CA (Caltrans District Office), and all meetings would have an approximate duration of two (2) hours.
- Site visits will range from two (2) to eight (8) hours and may be attended by up to two (2) ICF staff
- ICF assumes that NV5/City will provide:
  - Location Hydraulic Study
  - Geotechnical Study (as needed)
  - Project description details as needed and mapped location of all construction work, including work areas, roadways, intersections, utility relocations (as available);
  - Detailed project engineering maps, aerial photographs as required, and topographic mapping that shows project boundaries, rights-of-way, ownership, and land that would be used for temporary construction easements (TCE).
  - Construction information (type and number of equipment, schedule, phasing)
  - Design information sufficient to determine the area of effect for tree removal/vegetation removal, as well as area of disturbance for cultural resources.
- To the extent possible, ICF will minimize the number of hard copy deliverables prepared to meet budget and schedule constraints and reduce unnecessary waste.
- As stated in the 2013 PES, there are no right-of-way acquisitions as a result of the project; however, temporary construction easements (TCE)/utility easements are considered likely.
- NV5 (and the project traffic consultant TJKM) will be responsible for providing the necessary traffic reports (as specified in the May 2013 PES) and raw data information for air quality and noise analysis. TJKM will be responsible for senior peer-review of the traffic section of the EIR/EA (discussed in **Task 4.2**).
- City is the lead agency for CEQA, and Caltrans is the lead agency for NEPA. The technical reports described in **Task 4.1** will be prepared in accordance with the latest Caltrans templates and/or guidance.
- No other meetings, site visits, or surveys (except where explicitly described above) are included in this scope of work. Prior to any project site visits, ICF will inform NV5 and City at least 5 days in advance.
- Task 4.1 does not include a stand-alone Section 4(f) resource analysis, however Section 4(f) resources will be discussed qualitatively in the EIR/EA as described in the 2013 PES.

## **Task 4.2: Prepare CEQA and NEPA Environmental Documentation (EIR/EA)**

*The original contract scope of work did not include preparation of an EIR/EA.*

The results of the technical studies prepared under **Task 4.1** will be used to determine, in consultation with NV5, the City, and Caltrans staff, the appropriate CEQA and NEPA documentation for the Project. For the purposes of this scope of work and associated budget, and based on the conclusions of the 2013 PES, ICF assumes that the CEQA and NEPA document will be an EIR/EA. Per the City's request, the EIR/EA will analyze all Project alternatives at an equal level.

### **4.2.1 EIR/EA Kickoff Meeting/Activities**

ICF will meet with the City and NV5 to "kickoff" the EIR/EA. This meeting (which is included in Task 4.1.1) will also be used to revisit communication and review protocols from **Task 4.1** and update the schedule assumptions.

As described in Task 4.1.3, ICF will have updated the project description/purpose and need for use in the technical reports and the EIR/EA. ICF will prepare an Annotated Outline of the EIR/EA (sections and format). ICF will transmit the EIR/EA Annotated Outline to City/NV5 (City will send to Caltrans) electronically for review and approval prior to commencement of the sections of the EIR/EA.

**4.2.2 Prepare Draft EIR/EA**

The Draft EIR/EA will summarize the results of the technical studies and analyses completed as part of **Task 4.1**, identify the significance of potential impacts under CEQA, and include all feasible measures to mitigate CEQA impacts to a less-than-significant level.

ICF will prepare an Administrative Draft 1 EIR/EA for review by NV5 and City staff. The EIR/EA will include all required sections to comply with CEQA and NEPA, as well as with City and Caltrans policies and procedures. Following NV5 and City staff review of Administrative Draft 1, ICF will prepare Administrative Draft 2 EIR/EA for Caltrans review. Following Administrative Draft 1 and 2, ICF will prepare a Screencheck Draft for Caltrans/NV5/City final review prior to preparation of the Public Draft of the EIR/EA.

Refer to **Table 2** for a description of the reviews.

Anticipated review timeframes are 21 calendar days (3 weeks) for NV5/City reviews, 45 calendar days (6 weeks) for Caltrans review of Administrative Draft 2, and 21 calendar days (3 weeks) for Caltrans review of Screencheck Draft (refer to **Table 2**).

<b>Table 2. Environmental Documentation (Draft and Final EIR/EA)</b>			
<b>Deliverable Version</b>	<b>Reviewers</b>	<b>Review Timeframe</b>	<b>Description</b>
Admin Draft 1	NV5/City	21 calendar days (3 weeks)	NV5/City will review and provide comments on the Admin Draft 1 of the environmental document (ED). ICF will revise and prepare Administrative Draft 2 for NV5/City review.
Admin Draft 2 (Draft)	NV5/CityA/Caltrans	45 calendar days (6 weeks)	NV5/City/Caltrans will review and provide comments on Admin Draft 2 of the ED. ICF will revise and prepare the Screencheck Draft for NV5/City/Caltrans review.
Screencheck Draft	Caltrans/NV5/City	21 calendar days (3 weeks)	Caltrans/NV5/City will review and provide comments on the Screencheck Draft of the ED. ICF will revise and prepare the Public Draft of the ED.
Public Draft	Caltrans/NV5/City	n/a	All parties will be sent hard copies and CDs of the Public and Final Draft environmental document.
<p>**All NV5/City reviews will be concurrent and comments will be consolidated.                      **If necessary to address comments by NV5/City/Caltrans, interim versions of the ED may be circulated. Additional deliverable versions/extended reviews of the ED will have implications on budget and schedule.                      **Hard copies of the <u>Public Draft EIR/EA</u> and <u>Final Draft EIR/EA</u> (Response to Comments) will be provided to NV5/City/Caltrans. Interim drafts (Admin Draft 2, Screencheck Draft) will be provided electronically (via email).</p> <p>For the Public Draft EIR/EA and Final EIR/EA there would be:                      -2 hard copies/2 CDs for NV5                      -26 hard copies/16 CDs for City                      -2 hard copies/2 CDs for Caltrans</p> <p>This assumes up to up to 60 hard copies and 40 CDs of the EIR/EA (Public Draft and Final) will be prepared.</p>			

NV5 sub-consultant TJKM will provide senior review of the *Traffic/Transportation* section of the EIR/EA (including cumulative impacts analysis) for consistency with their technical report. Similarly, ICF will have their own sub-consultant, **BASELINE**, conduct senior review of the *Hazardous Materials* section of the EIR/EA.

#### *4.2.3 Distribute Public Draft EIR/ EA and Noticing*

Once Caltrans/NV5/City have approved the Draft EIR/EA for public distribution and review, ICF will provide hard copies and CDs of the environmental document to the City for publication and distribution to responsible and trustee public agencies and other interested organizations and individuals as identified by NV5 and the City. ICF will develop a mailing list in consultation with NV5 and City staff. The City will be responsible for distributing the document to the public and for noticing in local newspapers.

ICF will prepare the text for public notices. This includes the draft and final Notice of Preparation (NOP) (refer to Task 4.1.3), Notice of Availability (NOA), Notice of Public Hearing, Notice of Completion (NOC), and Notice of Determination (NOD). It is assumed that any filing/distribution of notices will be performed by the City. The Draft EIR/EA will be circulated for public review and comment for 45 days, and it is assumed that up one (1) public meeting (refer to Task 4.1.3) will be held during the public review period. The City's community outreach staff will take the lead in organizing the public workshops on the Draft EIR/EA.

#### *4.2.4 Prepare Final EIR/EA, Finding of No Significant Impact (FONSI), and Mitigation Monitoring and Reporting Program (MMRP)*

Once the 45-day public review period has been completed, ICF will assemble and organize the comment letters received by the City for distribution to members of the project team, including the traffic consultant, for review and response. With assistance from NV5 and City staff and technical consultants, ICF will prepare a Final EIR/EA that identifies the preferred alternative, and responds to environmental issues raised in the public comments on the Draft EIR/EA. The public comments and responses to those comments will be included in the Final EIR/EA. (Note: it is assumed for the purposes of the cost proposal that not more than 100 *individual* comments<sup>2</sup> will be received and that comments will not require additional research or technical analysis). Form letters/repeated comments will be consolidated and responded to together. The Final EIR/EA will also identify corrections and revisions to the text of the Draft EIR/EA that may be required in response to public comments and review.

Similar to the Draft EIR/EA - ICF will prepare two (2) Administrative Drafts, a Screencheck Draft, and a Final Public Draft of the Final EIR/EA (Response to Comments). Anticipated review timeframes are 14 calendar days (2 weeks) for NV5/City review, 45 calendar days (6 weeks) for Caltrans review of Administrative Draft 2, and 21 calendar days (3 weeks) for Caltrans review of the Screencheck Draft (refer to **Table 2**).

As part of the Final EIR/EA tasks, ICF will prepare a Draft and Final Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA for review by NV5 and City staff. ICF will also prepare/coordinate with Caltrans to prepare a draft and final NEPA Finding of No Significant Impact (FONSI).

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<sup>2</sup> ICF anticipates responses to up to 100 unique, individual, comments as part of the Final EIR/EA. It is anticipated that many comments may be repeated and can be addressed with a master response. If there are over 100 unique, individual comments, or if comment requires additional research or technical analysis, it can be accommodated under separate scope and budget.

#### *4.2.5 Distribute Final EIR/EA, FONSI, MMRP, Findings, and Statement of Overriding Considerations*

As described in Table 2, ICF will provide hard copies and CDs of the Final EIR/EA. ICF will prepare the Notice of Determination (NOD) for signature by the City. Once the FONSI is signed by Caltrans, ICF will prepare a draft NOA-FONSI for CPA to file with the State Clearinghouse. As necessary, ICF will prepare the Findings of Fact and Statement of Overriding Considerations.

##### *Task 4.2 Deliverables*

- Draft and Final Annotated Outline of the EIR/EA
- Admin Draft, Draft, Screencheck Draft, Public Draft EIR/EA<sup>3</sup>
- Admin Draft, Draft, Screencheck Draft, Final EIR/EA
- Draft and Final Notices (NOP, NOI, NOA, NOC, NOD, and NOA-FONSI)
- Draft and Final MMRP
- Draft and Final Findings of Fact and Statement of Overriding Considerations (as necessary)

##### *Task 4.2 Assumptions*

- All in-person meetings in **Task 4.2** are assumed to occur in Palo Alto or Oakland, CA (Caltrans District offices) and all meetings would have an approximate duration of two (2) hours
- Changes in the project description and/or changes to the substantive details of the alternatives will have implications on the scope of work, budget, and schedule
- City will be responsible for publishing any newspaper notices, filing of any required CEQA/NEPA notices

## **Task 5 Survey**

### **Task 5.1.2 Confirm Downstream Creek Topography**

It is our understanding that SCVWD will provide NV5 the existing topographical survey of the creek needed to design the creek improvements downstream from the bridge. Per discussion with SCVWD staff, the existing survey information is approximately seven years old and needs to be confirmed with additional field survey. NV5 will perform supplemental topographic ground surveys of the downstream creek widening, sufficient to confirm SCVWD's existing creek topography and complete the design. The limits of the supplemental survey will be approximately 900 ft downstream from the bridge (measured along the centerline of the creek) and extend up to five feet from the top of the existing creek bank. NV5 will utilize existing project survey control (provided by SCVWD) to establish ties between the previous survey and those performed by NV5. Once completed, NV5 will reduce recovered field data and incorporate that data with previous survey data to compile a single coordinated topographic base map.

## **Task 6 Location Hydraulic Study/Bridge Hydraulic Report**

### **Task 6.1.2 EIR/EA Hydraulics Analysis and Technical Memorandum**

The existing hydraulic model will be modified based on the proposed bridge alternatives and configurations and the District's draft channel improvement plans. Iterative refinements will be made to the hydraulic model that reflect problematic areas wherever shear forces, velocities and water surface elevations are out of acceptable ranges. The final version of the model will be used as the basis for the

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<sup>3</sup> ICF will prepare up to 60 hard copies and 40 CDs of the Public Draft and Final EIR/EA, in total.

bridge replacement and downstream creek widening design. A summary of the results of the hydraulic model will be presented in a technical memorandum.

Besides a technical memo to document the findings from hydraulic analysis, the task also includes coordination with the City, SCVWD, Caltrans and other stakeholders on determining channel conveyance capacity, selecting appropriate design criteria, and evaluating bridge hydraulic performance under flow conditions that exceed the natural channel capacity.

## **Task 6.5 Sediment Transport Analysis & Memo for Downstream Creek Widening**

A sediment transport analysis will be conducted to determine sediment transport behaviors under proposed and existing conditions and to determine scour depths for the downstream creek widening design to ensure adequate channel bed and slope protection for the proposed creek widening.

The analysis will update and refine the existing preliminary sediment transport analysis model developed for the channel which will be supplied by the SCVWD. NV5 will review the existing model and modify the creek geometry based on proposed conditions.

The sediment transport option of the HEC-RAS program will be used to perform the sediment transport analysis. Utilizing the proposed geometry and fluvial geomorphologic principles, a feasible initial geometry and slope will be determined for the downstream reach. After characteristics of upstream and downstream conditions are achieved, selected storm hydrographs will then be simulated to assure that these conditions will persist for single events. The resulting geometry will be input to the hydraulic model to ensure conformance with hydraulic performance criteria. If significant changes are required to meet the hydraulic criteria or adjustments required for the creek widening design, those changes will be input to the sediment transport model and checked for sediment continuity. This overall iteration will be performed until the Project goals are achieved. Results of the sediment transport analysis will be documented in a technical memorandum.

## **6.6 Scour Analysis for Downstream Creek Widening**

The task includes a detailed scour analysis for the downstream creek widening improvements to ensure adequate protection of the slope protection or retaining wall system. Design criteria and results of the analysis will be provided to the bank stabilization product vendor to provide specifications and provisions on creek foundation and slope design. Bank stabilization product vendor submittals will be reviewed and coordinated to ensure consistency with the Project requirements and constraints.

## **Task 8 Preliminary Engineering and Type Selection**

### **Task 8.1 Bridge and Wall Type Selection Report**

NV5 will plan, design, and coordinate the required preliminary engineering needed to define the scope of each project alternative. This task will include the development and analysis of the four project “build”

alternatives (Alternatives 5, 6, 7 & 8) as described in the Newell Road Alternatives Screening Analysis Report. In addition, a conceptual alternative for routing bicycle and pedestrian traffic separately from vehicular traffic will be investigated for Alternative 5. Similarities between the impacts of the various alternatives will be carefully considered when determining the extent of analysis required for each alternative.

The final vertical profile requirements for the bridge and roadway will be dependent on the hydraulic requirements associated with the 1% flood protection project for the creek. The preferred alternative for achieving 1% flood protection in the creek is currently being determined by the SFCJPA and is not established at this time.

The final profile for the bridge will also depend on the potential to achieve a design exception for Caltrans' freeboard requirements. The preliminary engineering performed under this task will include development of two potential bridge profile alignments, a "high profile grade" and a "low profile grade", in order to determine the potential environmental impacts of the profile alternatives under consideration at this time.

The high profile grade alternative will be based on the design criteria of passing the potential future one percent (100-year) flood event of 9,300 cubic feet per second (based upon a scenario under which all flow from the upper watershed passes beneath the Newell Road bridge) without pressure flow under the bridge. The low profile grade alternative will be based on the design criteria of passing a flow rate of 7,000 cubic feet per second (based upon a scenario under which the San Francisquito Creek Joint Powers Authority achieves the design goal for its currently funded Flood Protection Project's [i.e. to eliminate channel constrictions and modify bridges at Newell Road and Pope/Chaucer Street in order to allow the channel to contain flood waters equal to the channel's capacity of 7,000 cubic feet per second ]) without pressure flow under the bridge. As part of the low profile grade alternative, the bridge would be designed to be adaptable to accommodate the full 9,300 cubic feet per second flow under pressure flow conditions.

NV5 will coordinate with the City, SFCJPA and the SCVWD to determine the hydraulic requirements for the bridge during the preliminary engineering phase with the goal of minimizing the bridge profile and related roadway approach impacts.

Conceptual roadway plan and profiles for each of the four project "build" alternatives will be prepared. The existing Bridge General Plan Sheet will also be updated to be representative of the four Project alternatives. Exhibits needed to convey the impacts of retaining walls required adjacent to private properties and options for driveway and pathway conforms will also be developed. A narrative description addressing pertinent information about each bridge and road alignment alternative will be provided in the type selection report and a preliminary planning study cost estimate for each alternative will be prepared.

In Coordination with the City, NV5 will provide the necessary additional analysis and type selection services necessary to select the most appropriate road alignment and bridge replacement type. Upon completion of our analysis and approval of the environmental document, we will produce and submit an updated Bridge Type Selection Report recommending the preferred roadway alignment and bridge replacement type to City and Caltrans for review and approval before developing the 35% design plan set.

NV5 will develop the downstream creek improvements based on SCVWD's preliminary design plans for this segment of the creek. It is expected that the downstream creek improvements will widen the north bank of the creek utilizing a plantable slope protection or retaining wall system.



NV5 will review the existing SCVWD plans and coordinate with the bank stabilization product vendor to determine design parameters for the foundation anchorage design criteria for the system. It is assumed that all geotechnical information needed to prepare the final design and construction bid documents for the Creek improvements will be provided by SCVWD. Based on this information, the existing plans and details will be updated as needed.

NV5 will develop up to four (4) concepts for the bank slope protection or retaining wall design needed to achieve the bank widening. The concepts provided will include sufficient cost, constructability and other information needed for the SCVWD to make a final selection of the bank stabilization or wall type to be used for the final design. Design of the downstream creek widening will not include any elements above the top of bank, or related to retaining walls, fencing, or floodwalls that may be required for future enhanced flood protection.

### **Task 8.1.2 Equipment Staging Technical Memo**

Under this task, NV5 will prepare an Equipment Staging Technical Memo as required for the EIR/EA. The memo will describe the proposed staging areas to be utilized during the construction of the Project and how potential impacts to the surrounding environment, traffic patterns and nearby residents will be minimized.

### **Task 8.2.3 EIR/EA Traffic Study Update**

This task includes the anticipated effort required to support completion of the traffic study for the environmental documentation for the Project. Additional efforts are expected to include:

- Scenario 5: One Lane Bi-Directional Vehicle Bridge Option
  - More detailed signal operations analysis
  - Evaluate impacts of adding pedestrian/bike barrier
- Additional details on pedestrian crossing layouts at the off-set Newell Road intersections on Woodland Avenue
- Support for PES
  - TJKM will include additional discussions on the various Newell Road Bridge alternatives in support of the City's Bike Master Plan
  - Additional discussions would be added to address Safe Route to School concerns
- Work with ICF in reviewing and completing traffic section of EIR/EA
- Attendance at one community meeting

### **Task 8.3 35% Preliminary Plans and Estimate**

Upon receipt of written documentation from the City identifying the preferred bridge type and road alignment for the Project, and the approval of the Bridge Type Selection Report, a complete 35% plan set and estimate of probable construction cost for the preferred Project alternative (one alternative) will be developed. The preliminary plans will include:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Preliminary Retaining Wall Plan Sheets
- Preliminary Bridge General Plan Sheet

- Preliminary Creek Widening Plan and Profile (including trees, utilities and demolition)
- Preliminary Creek Widening Cross Sections
- Preliminary Creek Survey Control Sheet
- Preliminary Creek Widening Details

These preliminary plans will provide enough data to convey a complete scope of the Project. Concurrent with the development of the 35% plan set, NV5 will prepare a preliminary estimate of probable construction cost. Costs will be estimated for approximate quantities of roadway materials and structural items.

### **Task 8.3.2 Preliminary Landscape Architectural Design**

This task will include preliminary design of the landscape elements of the project including project management and meetings, existing document review, development of residential conform concepts, coordination with ICF on project mitigation requirements and preparing exhibits for public meetings. After the preferred bridge replacement and creek widening alternatives are selected, a 35% submittal of the landscape plans and estimate will be prepared and will include:

- Residential conform planting plan – 1”=20’ (2 sheets)
- Revetment planting plan – 1”=20’ (1 sheet)
- Residential conform irrigation plan – 1”=20’ (2 sheets)
- Revetment irrigation plan – 1”=20’ (1 sheet)
- Mitigation planting plan – 1” =20’ (up to 2 sheets)
- Mitigation irrigation plan – 1” = 20’ (up to 2 sheets)
- Construction details – various scales (4 sheets)
- Preliminary estimate of probable construction costs

## **Task 9: Final Design & PS&E Development**

### **Task 9.1 65% Bridge/Structural Design**

If the “low profile” bridge is selected as the preferred alternative for the bridge replacement, there is a chance that, depending on the SFCJPA’s final determination of the preferred method for achieving the 1% level of flood protection throughout the watershed, the bridge would need to be modified in the future to accommodate an increased 1% creek flow rate under pressure flow conditions. In order to address this potential this scenario, the bridge deck will be structurally designed to withstand the potential pressure flow conditions and to accommodate the future addition of taller headwalls to retain the increased creek flows. The additional effort to design the bridge to accommodate the future headwalls and buoyancy forces of the pressure flow condition were not considered in the original contract scope and cost and are now included in the scope of this modified task.

## **Task 9.4 65% Plans, Special Provisions, & Construction Cost Estimate Preparation**

This scope and cost under this task is additional to the original contract scope and cost, and includes the 65% design and preparation of PS&E for the 900' of downstream creek widening. The creek widening design will be coordinated to reflect any changes to the SCVWD's creek improvement project plans and will be incorporated into the creek widening plans.

## **Task 9.6 Bridge Independent Check Calculations**

Similar to Task 9.1, this task includes the additional effort to design the bridge to accommodate the future headwalls and buoyancy forces of the pressure flow condition were not considered in the original contract scope and cost and are now included in this additional task effort.

## **Task 9.10 Landscape Architecture Final PS&E Design**

Based on comments received on the 35% submittal, the landscape plans will be developed into construction documents to a 65% level of completion. An updated cost estimate and technical specifications will be prepared for landscape-related items of work. Subsequent submittals will be made at the 90%, 100%, and Final PS&E levels in order to address comments and update the landscape architectural plans.

## **Task 10 Regulatory Agency Permitting**

The original contract scope of work included obtaining permits for the Project, which included work in the creek immediately above and below the footprint of the bridge (~100 feet above and below), but did not include downstream creek widening. The original scope included obtaining permits with a) the Army Corps of Engineers (Corps) – Section 404 Nationwide Permit 14 for linear crossings, b) Regional Water Quality Control Board (RWQCB) – Section 401 Water Quality Certification, c) Fish and Game Code 1602 Streambed Alteration Agreement, and d) a BCDC Development Permit. As part of the initial project work, it has been determined that a BCDC Development Permit is not required.

Introduction of 900 feet of downstream improvements as part of the revised Project will likely result in changes in the permits that will need to be obtained and the effort needed to support permitting. Specifically, with creek widening and creek bank alteration, it is likely that an individual permit will be required from the Corps and supporting alternative analysis (AA/Least Environmentally Damaging Practicable Alternative [LEDPA] analysis) will be needed for the Corps permit and the RWQCB permit.

ICF recommends that the City consult with the resource agencies early in the EIR/EA development process concerning both the bridge and creek improvement elements to identify an alternative that could be permitted by the agencies and that can be determined to be the LEDPA by the Corps and the RWQCB. If possible, concurrence should be sought before release of the Draft EIR.

The RWQCB delayed approval of the permit applications for downstream work on lower San Francisquito Creek due to design disagreements. It is possible that RWQCB may not accept separate permitting of the creek widening/bank stabilization element or the bridge element of the Project separately from the SFCJPA's program EIR and/or permitting for the SFCJPA's program EIR may hold up, change, and redirect the permitting effort for the Project. This scope presumes separate permitting for the Project can be conducted in parallel with the SFCJPA's permitting efforts.

## Task 10.1 Permitting Support

ICF will support the City in obtaining the following permits as described below. This scope presumes that the proposed creek widening/bank stabilization will be implemented as conceived presently. If the creek improvement project description changes substantially, then there may be need for additional budget for the permitting task. For all submissions noted below, this scope includes up to four (4) rounds of document reviews: Administrative Draft for City/NV5 review, Draft for Agency 1<sup>st</sup> review, 2<sup>nd</sup> Draft for City/NV5 review, and Final for agency submittal.

- Section 404 Individual Permit:
  - *Meetings/Coordination:* ICF would conduct up to two (2) meetings, including one (1) site visit, with the Corps, RWQCB, and California Department of Fish and Wildlife (CDFW) concerning project permits.
  - ICF would prepare an application for an Individual Permit (IP) to the Corps. It is presumed that there would be up to two requests for further information.
  - *Section 404(b)(1) Alternatives Analysis (AA)* – ICF would prepare an alternatives analysis that would analyze the bridge alternatives (using information developed for the EIR/EA) and creek improvement alternatives (including the proposed widening/bank stabilization as well as a geomorphic alternative and a creek layback/terracing alternative. It is presumed that NV5 will provide conceptual design for up to 2 alternatives to be used for the AA analysis. ICF will prepare a draft 404(b)(1) AA analysis for City/NV5 review, a revised draft for Corps review, and a final version responsive to Corps comments.
  - *Habitat Management Reporting and Monitoring Plan (HMRMP):* At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
  - *Public Notice Preparation:* ICF will prepare the draft public notice for the IP and final public notice responsive to Corps comments.
  - *Response to public comments:* ICF will prepare responses to public comments on the draft public notice.
  - *USFWS Section 7 Consultation:* This scope does not presume any need for USFWS consultation.
  - *NMFS Section 7 Consultation:* Preparation of the BA is included in Task 1 above. This task includes responding to information requests from NMFS concerning listed salmonids and review of draft Biological Opinion language, terms and conditions.
  - *SHPO Section 106 Consultation:* This scope does not presume any need for Section 106 consultation.
  - *Mitigation Design:* This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for City consideration, including estimated additional costs.
  
- Section 401 Water Quality Certification (WQC)
  - *Meetings/Coordination:* ICF would conduct up to four (4) meetings, including one (1) site visit, with the RWQCB. It is presumed that CPA and the consultant team will work with RWQCB to identify the LEDPA prior to release of the Draft EIR. Two (2) of the four (4) meetings would be combined with Corps and CDFW and two would be with RWQCB only.

- ICF would prepare an application for a Section 401 WQC. It is presumed that there would be up to two requests for further information.
  - *RWQCB Alternatives Analysis* – It is presumed that the 404(b)(1) analysis can be used as the alternatives analysis for the RWQCB. It presumes that the AA can be circulated to Corps and RWQCB at the same time and revised at the same time.
  - *Habitat Management Reporting and Monitoring Plan*: At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
  - *Mitigation Design*: This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for City consideration including estimated additional costs.
- 1602 Streambed Alteration Agreement (SAA)
    - *Meetings/Coordination*: ICF would conduct up to two (2) meetings, including one (1) site visit, with the CDFW that would be combined with meetings with Corps and RWQCB.
    - ICF would prepare an application for a section 1600 SAA. It is presumed that there would be up to two requests for further information.
    - *Habitat Management Reporting and Monitoring Plan*: At this time, it is premature to know what the ultimate creek design will be and whether mitigation will be required. Thus, this scope does not include a HMRMP. ICF can prepare one, if requested, subject to additional budget.
    - *Mitigation Design*: This scope includes identification of the need for mitigation, but not the actual mitigation design. As mitigation needs are identified, ICF can identify a specific mitigation design scope for City consideration including estimated additional costs.

#### *Task 10 Meetings/Site Visit*

- Up to three (3) permitting site visits with agencies, to be combined as possible
- Up to two (2) meetings for Section 404 Permit, up to four (4) meetings for Section 401 WQC, up to two (2) meetings for 1602 SAA, to be combined as possible

#### *Task 10 Deliverables*

- Admin Draft, Draft, Screencheck Draft, and Final permit submittals for Corps, RWQCB, and CDFW

#### *Task 10 Assumptions*

- The permitting scope of work does not include mitigation design work or preparation of an HMRMP.
- The permitting scope includes permitting of a single alternative consisting of a bridge alignment and a creek widening/bank stabilization option.

**EXHIBIT “B-2”**  
**AMENDMENT NO. TWO SCHEDULE OF PERFORMANCE**

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

<u>Milestones</u>	<b>Completion No. of Weeks <u>From NTP</u></b>
1. Project Management	96
4. Environmental Clearance Documents	60
5. Survey	10
6. Location Hydraulic Study/Bridge Hydraulic Report	18
8. Preliminary Engineering and Type Selection	28
9. Final Design & PS&E Development	80
10. Regulatory Agency Permitting	96

**EXHIBIT “C-3”  
AMENDMENT NO. TWO COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as Exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A-2” (“Basic Services”) and reimbursable expenses shall not exceed \$607,730. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$668,000. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$607,730 and the total compensation for Additional Services does not exceed \$60,270.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Project Management)	\$ 26,812
Task 3 (Utility Coordination)	\$ 3,740
Task 4 (Environmental Clearance Documents)	\$298,284
Task 5 (Survey and Base Mapping)	\$ 5,352
Task 6 (Location Hydraulic Study/Bridge Hydraulic Report)	\$ 34,264
Task 8 (Preliminary Engineering & Type Selection)	\$ 85,663
Task 9 (Final Design & PS&E Development)	\$ 96,873
Task 10 (Regulatory Agency Permitting)	\$ 56,742

Sub-total Basic Services	\$607,730
Reimbursable Expenses	(included in total above)
Total Basic Services and Reimbursable expenses	\$607,730
Additional Services (Not to Exceed)	\$ 60,270
Maximum Total Compensation	\$668,000

**REIMBURSABLE EXPENSES**

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

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

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

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

**ADDITIONAL SERVICES**

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



**NEWELL ROAD at SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT - CITY OF PALO ALTO**  
**FEE ESTIMATE FOR AMENDMENT No. 2: Additional Engineering and Environmental Documentation**  
**March 10, 2015**

TASK	TASK DESCRIPTION	Principal In Charge \$252	Project Manager \$225	Discipline Lead \$205	Senior Engineer \$149	Associate Engineer \$105	Assistant Engineer \$95	Junior Staff Engineer \$105	Survey Manager \$193	One Man Crew \$140	Two Man Crew \$238	CADD Tech \$105	Project Administrator \$91	Nolte Labor Fee	Reimbursable	Nolte Total Fee	Subconsultants	Total Fee
<b>Phase I - Preliminary Engineering , NEPA / CEQA Documentation</b>																		
<b>1</b>	<b>Project Management</b>																	\$0
	1.1 Project Management	0	40	24	0	0	0	0	0	0	0	0	0	\$13,920	\$0	\$13,920	\$0	\$13,920
	1.1.2 Alternatives Project Management	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	1.1.3 EIR/EA Project Management	0	24	0	0	0	0	0	0	0	0	0	0	\$5,400	\$0	\$5,400	\$0	\$5,400
	1.2 Meetings	0	8	0	8	0	0	0	0	0	0	0	0	\$2,992	\$0	\$2,992	\$0	\$2,992
	1.3 Quality Assurance / Quality Control	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	1.4 Project Schedule	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	1.5 Public Outreach	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	1.5.2 Alternatives Analysis Public Outreach	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	1.5.3 EIR/EA Public Outreach Support	0	8	0	0	0	0	0	0	0	0	0	0	\$1,800	\$0	\$1,800	\$0	\$1,800
	1.6 Agency Coordination	0	12	0	0	0	0	0	0	0	0	0	0	\$2,700	\$0	\$2,700	\$0	\$2,700
	<b>Subtotal - Task 1</b>	<b>0</b>	<b>92</b>	<b>24</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$26,812</b>	<b>\$0</b>	<b>\$26,812</b>	<b>\$0</b>	<b>\$26,812</b>
<b>2</b>	<b>Existing Document Review</b>																	\$0
	2.0 Existing Document Review	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal - Task 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3</b>	<b>Utility Coordination</b>																	\$0
	3.0 Utility Coordination	0	0	8	0	8	0	0	0	0	0	12	0	\$3,740	\$0	\$3,740	\$0	\$3,740
	<b>Subtotal - Task 3</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$3,740</b>	<b>\$0</b>	<b>\$3,740</b>	<b>\$0</b>	<b>\$3,740</b>
<b>4</b>	<b>Environmental Clearance Documents</b>																	\$0
	4.1 Prepare Technical Studies	0	16	0	0	8	0	0	0	0	0	0	0	\$4,440	\$0	\$4,440	\$146,883	\$151,323
	4.2 Prepare CEQA and NEPA Environmental Documentation (EIR/EA)	0	4	0	0	4	0	0	0	0	0	0	0	\$1,320	\$0	\$1,320	\$145,640	\$146,960
	<b>Subtotal - Task 4</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$5,760</b>	<b>\$0</b>	<b>\$5,760</b>	<b>\$292,524</b>	<b>\$298,284</b>
<b>5</b>	<b>Survey and Base Mapping</b>																	\$0
	5.1 Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	5.1.2 Confirm Existing Creek Topography	0	0	0	0	0	0	0	8	0	16	0	0	\$5,352	\$0	\$5,352	\$0	\$5,352
	5.2 Right-of-Way Constraints Map	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	5.3 Acquisition Plats and Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal - Task 5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>\$5,352</b>	<b>\$0</b>	<b>\$5,352</b>	<b>\$0</b>	<b>\$5,352</b>
<b>6</b>	<b>Location Hydraulic Study/Bridge Hydraulic Report</b>																	\$0
	6.1 Preliminary Design/Hydraulics Analysis	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	6.1.2 EIR/EA Hydraulics Analysis/Technical Memo	0	0	8	32	32	0	0	0	0	0	0	0	\$9,768	\$0	\$9,768	\$0	\$9,768
	6.2 Location Hydraulics Study	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	6.3 Bridge Hydraulic Report	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	6.4 Contract Plans & Details	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	6.5 Sediment Transport Analysis & Memo for Downstream Creek Widening	0	0	16	40	64	0	0	0	0	0	0	0	\$15,960	\$0	\$15,960	\$0	\$15,960
	6.6 Scour Analysis for Downstream Creek Widening	0	0	16	24	16	0	0	0	0	0	0	0	\$8,536	\$0	\$8,536	\$0	\$8,536
	<b>Subtotal - Task 6</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>96</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$34,264</b>	<b>\$0</b>	<b>\$34,264</b>	<b>\$0</b>	<b>\$34,264</b>
<b>7</b>	<b>Geotechnical Investigations</b>																	\$0
	7.1 Research and Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	7.2 Field Exploration	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	7.3 Laboratory Testing	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	7.4 Soil Analysis / Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	7.5 Prepare Draft Foundation Report	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	7.6 Prepare Final Foundation Report	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal - Task 7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**NEWELL ROAD at SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT - CITY OF PALO ALTO**  
**FEE ESTIMATE FOR AMENDMENT No. 2: Additional Engineering and Environmental Documentation**  
**March 10, 2015**

TASK	TASK DESCRIPTION	Principal In Charge \$252	Project Manager \$225	Discipline Lead \$205	Senior Engineer \$149	Associate Engineer \$105	Assistant Engineer \$95	Junior Staff Engineer \$105	Survey Manager \$193	One Man Crew \$140	Two Man Crew \$238	CADD Tech \$105	Project Administrator \$91	Nolte Labor Fee	Reimbursable	Nolte Total Fee	Subconsultants	Total Fee
<b>8</b>	<b>Preliminary Engineering and Type Selection</b>																	
	8.1 Preliminary Engineering and Bridge Type Selection	0	16	8	80	60	0	0	0	0	0	100	2	\$34,142	\$100	\$34,242	\$0	\$34,242
	8.1.2 Prepare Cost Justification Memo for Downstream Creek Widening	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	8.1.3 Equipment Staging Technical Memo	0	1	0	8	0	0	0	0	0	0	8	0	\$2,257	\$0	\$2,257	\$0	\$2,257
	8.2 Traffic Study	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	8.2.2 Alternatives Analysis Traffic Study	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	8.2.3 EIR/EA Traffic Study Update	0	4	0	0	0	0	0	0	0	0	0	0	\$900	\$0	\$900	\$5,775	\$6,675
	8.3 35% Preliminary Plans and Estimate	0	10	0	40	16	0	0	0	0	0	56	4	\$16,134	\$100	\$16,234	\$0	\$16,234
	8.3.2 Preliminary Landscape Architecture Design	0	0	8	8	0	0	0	0	0	0	0	0	\$2,832	\$0	\$2,832	\$23,423	\$26,255
	8.4 Alternatives Analysis - Alternatives Development	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal - Task 8</b>	<b>0</b>	<b>31</b>	<b>16</b>	<b>136</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>164</b>	<b>6</b>	<b>\$56,265</b>	<b>\$200</b>	<b>\$56,465</b>	<b>\$29,198</b>	<b>\$85,663</b>
	<b>Phase II - Final Design &amp; Permitting</b>																	
<b>9</b>	<b>Final Design &amp; PS&amp;E Development</b>																	
	9.1 65% Bridge / Structural Design	0	16	0	32	0	0	0	0	0	0	40	0	\$12,568	\$0	\$12,568	\$0	\$12,568
	9.2 Roadway Design	0	0	0	20	0	60	0	0	0	0	0	0	\$8,680	\$0	\$8,680	\$0	\$8,680
	9.3 Traffic Control/Construction Staging Plans	0	0	0	4	0	16	0	0	0	0	0	0	\$2,116	\$0	\$2,116	\$0	\$2,116
	9.4 65% Plans, Special Provisions, & Construction Cost Estimate Preparation	0	6	0	48	8	12	0	0	0	0	64	2	\$17,384	\$100	\$17,484	\$0	\$17,484
	9.5 First (65%) PS&E Submittal	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	9.6 Independent Design Check	0	0	12	0	0	0	0	0	0	0	8	0	\$3,300	\$0	\$3,300	\$0	\$3,300
	9.7 Response to Review Comments / 90% PS&E Submittal	0	8	0	36	0	32	0	0	0	0	40	0	\$14,404	\$0	\$14,404	\$0	\$14,404
	9.8 Second (90%) PS&E Submittal	0	0	0	12	0	24	0	0	0	0	0	0	\$4,068	\$0	\$4,068	\$0	\$4,068
	9.9 Third (100%) PS&E Submittal	0	8	0	22	0	12	0	0	0	0	16	0	\$7,898	\$0	\$7,898	\$0	\$7,898
	9.10 Landscape Architecture Final PS&E Design	0	0	8	0	0	0	0	0	0	0	0	0	\$1,640	\$0	\$1,640	\$24,715	\$26,355
	<b>Subtotal - Task 9</b>	<b>0</b>	<b>38</b>	<b>12</b>	<b>174</b>	<b>8</b>	<b>156</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>168</b>	<b>2</b>	<b>\$70,418</b>	<b>\$100</b>	<b>\$70,518</b>	<b>\$24,715</b>	<b>\$96,873</b>
<b>10</b>	<b>Regulatory Agency Permitting</b>																	
	10.1 Regulatory Agency Permitting	0	4	0	8	0	0	0	0	0	0	8	0	\$2,932	\$0	\$2,932	\$53,810	\$56,742
	<b>Subtotal - Task 10</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>\$2,932</b>	<b>\$0</b>	<b>\$2,932</b>	<b>\$53,810</b>	<b>\$56,742</b>
<b>11</b>	<b>Construction Bid Assistance</b>																	
	11.1 Bidding Assistance	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	11.2 Construction Support Services	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
	<b>Subtotal - Task 11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>TOTALS</b>	<b>0</b>	<b>185</b>	<b>100</b>	<b>422</b>	<b>216</b>	<b>156</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>352</b>	<b>8</b>	<b>\$205,543</b>	<b>\$300</b>	<b>\$205,843</b>	<b>\$400,247</b>	<b>\$607,730</b>

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

This Amendment No. Two (“Amendment”), effective as of the date it is fully executed by the parties, amends the terms and conditions of the Cost Share Agreement Between City of Palo Alto (“City”) and Santa Clara Valley Water District (“District”) Regarding Newell Road Bridge Replacement Project dated April 9, 2012 (“Agreement”).

**RECITALS:**

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

WHEREAS, City received a Caltrans Highway Bridge Program Grant for preliminary engineering for the Project and the District agreed to fund 11.47% of the Grant as local matching funds as required by the Grant; and

WHEREAS, City and its design consultant are amending their agreement to add scope in response to public input regarding analyzing various alternatives for the Newell Road Bridge replacement and preparing a full Environmental Impact Report to identify and analyze the potential impacts of the Project and corresponding mitigation measures; and

WHEREAS, City and its design consultant are amending their agreement to add scope in response to a request from the District to augment the Project scope to include the design and environmental assessment of San Francisquito Creek channel improvements needed to eliminate a channel capacity bottleneck downstream of Newell Road Bridge; and

WHEREAS, City and District desire to amend the Agreement to provide for District to increase its financial contribution of local matching funds correlating to the increased compensation to be provided to City’s design consultant.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment No. Two and notwithstanding anything to the contrary stated in the Agreement, City and District hereby agree as follows:

1. Section II, DUTIES, 2.1 is hereby amended to increase District’s local matching portion to an amount not to exceed \$314,119 as invoiced by the City.
2. All other terms and conditions of the Agreement not otherwise amended as stated in this Amendment No. Two remain in full force and effect.

IN WITNESS WHEREOF, the parties have set forth below their consent to the terms and conditions of this Amendment No. Two to Agreement #A3581S through the signatures of their duly authorized representatives.

<p>CITY OF PALO ALTO</p> <p>By: _____ City Manager</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Senior Assistant City Attorney</p> <p>APPROVED:</p> <p>_____ Director of Public Works</p>	<p>SANTA CLARA VALLEY WATER DISTRICT</p> <p>By: _____ Chief Executive Officer</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Senior Assistant District Counsel</p>
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## Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR FISCAL YEAR 2015 IN THE CAPITAL IMPROVEMENT FUND, INCREASING THE NEWELL ROAD/SAN FRANCISQUITO CREEK BRIDGE REPLACEMENT PROJECT (PE-12011) IN THE AMOUNT OF \$668,000, OFFSET BY A REDUCTION TO THE INFRASTRUCTURE RESERVE.

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for Fiscal Year 2015; and

B. On July 11, 2011, the Council did adopt Budget Amendment Ordinance Number 5122 in the amount of \$360,000 to establish CIP Project PE-12011, Newell Road/San Francisquito Creek Bridge Replacement. The Council also authorized staff to accept Caltrans Highway Bridge Program grant funds and local matching funds from the Santa Clara Valley Water District (District) to pay for the design of the replacement bridge; and

C. On April 9, 2012 the City Council approved a contract with Nolte Associates, Inc. in the amount of \$519,177 for the design and environmental assessment of the replacement bridge (Nolte Associates, Inc. has subsequently changed its name to NV5, Inc.); and

D. On January 8, 2013 staff held a community meeting, at which the City Manager committed to pausing the project development process in order to conduct a thorough analysis of potential project alternatives and a full environmental impact report (EIR) analyzing potential project impacts; and

E. On June 3, 2013 the City Council approved a contract amendment with NV5, Inc. in the amount of \$167,000 to conduct an alternatives analysis and associated traffic study to evaluate and select feasible project alternatives for inclusion in the full environmental impact report review process; and

F. On February 27, 2014, staff presented the results of the alternative screening process at a community meeting at Palo Alto City Hall, during which staff identified five alternatives to be carried forward into the project's EIR review process. At the request of the District, the project has been modified to incorporate channel improvements, approximately 900 feet downstream of the bridge, to widen a narrow segment of San Francisquito Creek that creates a localized flow restriction; and

G. Amendment Two to the Contract with NV5, Inc. will allow for the preparation of the EIR to review screened feasible alternatives for the Newell Road Bridge replacement and



INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Director of Administrative Services

\_\_\_\_\_  
Director of Public Works