



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
www.sfcjpa.org

East Palo Alto, Menlo Park, Palo Alto, San Mateo County Flood Control District, and the Santa Clara Valley Water District

**Notice of Regular Meeting of the
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY BOARD
City of Menlo Park Council Chambers
701 Laurel Street, Menlo Park, California
Thursday, June 23, 2011 at 4:00 p.m.**

AGENDA

- 1) ROLL CALL
- 2) APPROVAL OF MEETING MINUTES – May 26, 2011 Board Meeting
- 3) APPROVAL OF AGENDA
- 4) PUBLIC COMMENT – *Limited time for public comment on items not on the Agenda. The public may address the Board on any Agenda item when that item is considered by the Board.*
- 5) REGULAR BUSINESS – EXECUTIVE DIRECTOR'S REPORT
 - a) S.F. Bay – Highway 101 Project: Palo Alto Golf Course Architect Selection Update
 - b) S.F. Bay – Highway 101 Project: Funding Agreement Amendment Number One
 - c) S.F. Bay – Highway 101 Project: Design Contract Amendment Number One
 - d) SFCJPA Strategic Planning Process
- 6) INFORMATIONAL ITEMS
 - a) Highway 101 – El Camino Real Project: Planning and Design Update
 - b) California Citizens Redistricting Commission Draft Maps
- 7) BOARD MEMBER MATTERS - *Non-agendized comments, requests, or announcements by Board members, no action may be taken.*
- 8) ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda can be viewed online by 4:00 p.m. on June 20, 2011 at www.sfcjpa.org -- click on the "Meetings" tab near the top. The reports for the items described on the Agenda will be available at the same online location by 4:00 p.m. on June 21, 2011.

NEXT MEETING: July 28, 2011, 4:00 p.m., at the Palo Alto City Council Chambers.

San Francisquito Creek Joint Powers Authority

June 23, 2011 Board Meeting

Agenda Item 2

May 26, 2011 Board Meeting Minutes

Chairperson Kwok called the meeting to order at 4:02 p.m. at the City of East Palo Alto Council Chambers, East Palo Alto, CA.

DRAFT

1) ROLL CALL

Members Present:

Director Abrica, City of East Palo Alto
Director Burt, City of Palo Alto (not present at role call)
Director Keith, City of Menlo Park
Chairperson Kwok, Santa Clara Valley Water District
Director Groom, San Mateo County Flood Control District

Alternates Present:

Director Romero, City of East Palo Alto (in audience)
Brian Schmidt, Santa Clara Valley Water District (in audience)

JPA Staff Present:

Len Materman, Executive Director
Kevin Murray, Staff
Miyko Harris-Parker, Staff

Legal Counsel Present:

Greg Stepanicich

Others Present:

Trish Mulvey, Palo Alto resident; Dennis Parker, East Palo Alto resident;
Art Kraemer, Palo Alto Resident, Tom Rindfleisch, Palo Alto resident;
Jerry Hearn, Portola Valley resident; Chris Elias, Santa Clara Valley
Water District; Joe Teresi, City of Palo Alto; Ann Stillman, San Mateo
County Flood Control District; Tom Zigterman, Stanford; Kent Steffens,
City of Menlo Park

Pledge of Allegiance.

2) APPROVAL OF MEETING MINUTES – April 28, 2011 Board Meeting

Approved 4-0.

3) APPROVAL OF AGENDA

Approved 4-0.

4) PUBLIC COMMENT

Trish Mulvey, Palo Alto resident, spoke to the Board about her visit to the Pajaro River Watershed Flood Prevention Authority. Mrs. Mulvey shared with the Board that Colonel DiCicco from the Corps was at the meeting. Mrs. Mulvey paraphrased the Colonel's comments at the meeting saying that though receiving funding is nice, when the Corp receives very little federal funding there is not very much that can be done so it basically just keeps the Corps Project Manager working on re-working the numbers. Mrs. Mulvey commented that she had not fully realized the effect of modest amounts of federal funding not being able to move things forward. Mrs. Mulvey noted Colonel DiCicco stated that he may need to downsize his planning staff next year.

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Dennis Parker, East Palo Alto resident, stated that the new Palo Alto pump station has resolved the issue that we had with the outfall of the drainage from Palo Alto in to the Creek. Mr. Parker continued saying that at the same time it seems that the dredging of the Creek has fallen off and that it seemed essentially that the dredging was done to facilitate the outfall from the Palo Alto neighborhood. Mr. Parker said that he was curious if the schedule of dredging will continue to diminish just south of the East Bayshore Bridge. Mr. Parker reminded the Board that downstream of the Bridge the silting has become so bad that the Creek has been reduced to probably 1/3 of its actual width. Mr. Parker stated that he believes this problem is more immediate than the long-term planning that we all have been discussing.

Mr. Murray noted that the dredging within the channel is done from the Santa Clara side.

Chairperson Kwok asked Chris Elias, Santa Clara Valley Water District, to provide a report regarding the dredging at the next Board meeting.

5) REGULAR BUSINESS

S.F. Bay – Highway 101 project update

Mr. Murray provided the Board with an update on the additional funding required for the S.F. Bay – Highway 101 project. Mr. Murray also provided a breakdown of the known costs for certain project elements stating that the PG&E portion is \$175,000, the Palo Alto Golf Course cost is estimated at \$150,000 and the HDR contract agreement is \$340,000 with a grand total of \$665,000 of additional funding required. Mr. Murray noted that Chairperson Kwok has been instrumental in the discussions with HDR and that since the last Board meeting the SCVWD staff has been very much engaged as well. Mr. Murray noted that these changes preserve a contingency of about \$100,000 and \$88,000 in construction support from HDR.

Mr. Murray reminded the Board that an RFP was sent out on the design work for the golf course and that the proposals that came in ranged from approximately \$120,000 – \$250,000.

Chairperson Kwok asked if everyone who responded to the RFP was going to be interviewed. Mr. Murray responded saying yes as each consultant meets all of the criteria. Chairperson Kwok asked if it is known why there is such a big difference in the proposal amounts of \$120,000 - \$250,000. Mr. Materman replied saying that that question is one of the reasons all of the consultants will be interviewed because we don't yet know the answer.

Mr. Materman provided the Board information provided to him by SFCJPA Legal Counsel Mr. Greg Stepanicich, who was not at the meeting, regarding the PG&E liability issues.

Mr. Materman stated that Mr. Stepanicich took a look at the historical documents and he determined that the SFCJPA would be responsible for the moving of, but not the replacement of the gas line, and that we would be responsible for the utility poles. Mr. Materman said that Mr. Stepanicich is still looking for the documentation that gave PG&E the OK to place the towers within the channel.

Director Burt asked if we ended up with a good chunk of money in savings on this project would we expand the project or do we know what we would do with the savings? Mr. Materman replied saying that we would need and want to know the construction cost of the project, and the results of our Project 1E grant proposal before we decide what to do with any possible savings.

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Director Burt asked when we expect to reach a resolution with PG&E, and when do we think we will hear about the Prop 1E grant application. Mr. Materman said that within a month of HDR starting again we can expect the 60% design cost and that the state has published a schedule that says in mid-summer they would provide a preliminary list and by September the list is supposed to be finalized but we should keep in mind that the state failed to keep such schedules in the past. Mr. Murray said that we are still waiting for additional documentation regarding the electrical tower and that with the gas transmission line we don't want to get too confident but PG&E says they are interested in replacing the lines, but there is no guarantee that they will. Director Burt said that it sounds like we should have some clarity by September/October.

Chairperson Kwok stated that Director Groom would be meeting with PG&E representatives within two weeks and she will let us know the results.

Director Keith asked why the SFCJPA would be responsible for wooden poles. Mr. Materman responded by reading an e-mail statement from Mr. Stepanicich that explained his findings on why the SFCJPA was responsible.

Director Burt questioned if the SFCJPA could make the argument that we are not moving the poles, but instead putting in a levee, and maybe we can negotiate to split the difference. Director Burt commented that we are reducing the risk of flooding to the backup power source, which means that PG&E will be receiving that benefit.

Chairperson Kwok directed SFCJPA staff to relate the comments to PG&E and Mr. Stepanicich.

Chairperson Kwok asked if the boardwalk piece was at full design in the revised agreement. Mr. Murray responded saying that the boardwalk will be at full design as recommended to meet the requirements and wishes of the various bodies involved. Chairperson Kwok noted that the design review needs to be quick and not a drawn out process.

Joe Teresi, City of Palo Alto, stated that some conceptual ideas were taken to a subcommittee for review and their comments were sent to HDR which should help with the review process.

Director Abrica questioned which agency owns the Friendship Bridge and who would own the boardwalk. Director Abrica stated that we need to clarify all land/utility ownership issues now and be proactive so that there are not any issues later on as we move forward to complete the project. Mr. Teresi stated that the Friendship Bridge was constructed by the city of Palo Alto in 1984.

Chairperson Kwok stated his concern that the SMCFCFCD is currently in their budget process for the next fiscal budget and we do not have a completed funding agreement. Director Groom stated that there is no money allotted for this project in the County's FY 2011/2012 budget. Director Groom said that the Board of Supervisors will have discussions about this very project but as of today there are no additional funds that have been allocated from the flood control district to go to the project. Mr. Materman stated that we are in the same position this fiscal year as we were when we requested the \$400,000 from the SMCFCFCD, there were no funds allocated at that time for this project either.

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Corps of Engineers Work Plan for Fiscal Year 2011

Mr. Materman reported that federal funding nationwide has been cut by 21%. Mr. Materman stated that the working relationship between the SFCJPA and our Member Agency lobbyists helped us get something this year, when 62% of the CA projects funded in FY2010 were not funded in FY2011. Mr. Materman told the Board that the Corps would be receiving \$175,000 in federal funding for the San Francisquito Creek project, which we would match. Mr. Murray provided the Board with a brief summary of the scheduled work plan for FY2011 funding. Mr. Materman stated that he would be speaking at length with both the Flood Control District and Water District, which fund the local match of the Corps Feasibility Study, about what we want to do in terms of the Corps Study.

SFCJPA Strategic Planning process

Mr. Materman provided the Board with a preliminary outline of possible strategic planning dates and discussion topics.

Mrs. Mulvey stated that she had the privilege of attending the previous strategic planning sessions that were held in Menlo Park and that it was nice not having the sessions at the end of the long business day. Ms. Mulvey stated that she understands the logistics of having a session in October but she would like to discourage the Board from waiting until then to complete the sessions. Mrs. Mulvey asked the Board that when they consider the mission that they include what needs to be available in order to do everything we need to do.

Art Kraemer, Palo Alto resident, suggested that the Board consider having one all-day session instead of two smaller sessions as it would be better to do what you need to do in one meeting instead of two.

Chairperson Kwok stated that he is receptive to a Saturday session and that he would like to see that a timeline and a project-line done for the sessions. Director Groom stated that she usually has a meeting on Thursdays at 7:00 PM so she would prefer not to have a Thursday session and she will be away in October. Director Keith suggested we have the session after mid-August.

Chairperson Kwok asked staff to poll the all Board members on their availability for the strategic planning sessions. Director Keith stated that she would prefer having it at a regular meeting time. Director Burt stated a historical context is important and that he was leaning toward the Saturday morning concept and that a possible venue could be the Palo Alto Bayland Nature Preserve building. Chairperson Kwok stated that funding is an important topic that needs to be addressed in the strategic planning session. Director Keith agreed that it is crucial we talk about funding.

Director Burt asked if we could get a report from the SCVWD regarding the bond that is coming up for renewal so that we can see how it dovetails with SFCJPA funding needs. Chairperson Kwok stated that the SCVWD Board will make a decision on the Clean Safe Creek bond renewal soon.

Newell Road Bridge replacement project

Mr. Materman provided a brief summary regarding the Newell Bridge replacement project and the possibility of a Middlefield Bridge replacement project. Mr. Materman noted that, according to Caltrans for this grant program, Palo Alto owns the Newell Road Bridge and Menlo Park owns the Middlefield Road Bridge, though Menlo Park questions that designation.

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Mr. Materman reminded the Board that we were awarded a grant from Caltrans through the City of Palo Alto for design and environmental planning for the Newell Road Bridge and that construction will be a separate grant application process. Mr. Materman noted that this is the 100th anniversary of the construction of the Newell Road Bridge and that there was some talk at previous Board meetings about having a celebration for the anniversary and the awarding of the Caltrans grant.

Mr. Kraemer commented that it is great that the Newell Bridge is going to be upgraded as it has to be done; though none of the damage from the 1998 flood was from the Newell Bridge, and instead the damage was from the Pope-Chaucer Bridge. Mr. Kraemer advised the Board not to make too big a deal on a celebration for the Newell Bridge.

Director Keith thanked Kent Steffens, Deputy City Manager/Public Works Director for Menlo Park, for being at the meeting. Director Keith told Mr. Materman that she would like to help find funding for the Middlefield Road Bridge and that maybe since no one really knows who owns the bridge the remaining 11% could be split amongst member agencies. Mr. Materman noted that the SCVWD is interested in the idea of splitting the cost of the local match for the Middlefield Road Bridge.

Mr. Materman noted that the Pope-Chaucer Bridge was the source of major flooding in 1998 but the bridge is not considered obsolete by Caltrans right now. Mr. Materman said that the Bridge could be eligible when the Corp study is complete. Mr. Kraemer said that his understanding is that the money from Caltrans for the other bridges is being given because one city is listed as the owner but that Pope-Chaucer is owned by multiple cities and two counties. Mr. Teresi stated that there has been research done and right now one is able to find any formal ownership agreements.

Brian Schmidt, SCVWD Board Member and SFCJPA Board alternate, gave his appreciation of Mr. Murray's comments regarding the contributions of SCVWD staff. Mr. Schmidt said that it is great to hear that the SCVWD's staff time was well spent with the HDR contract negotiations.

6) BOARD AND ASSOCIATE MEMBER MATTERS - *Non-agendized comments, requests, or announcements by Board and/or Associate members, no action may be taken*

Director Burt asked for a report on the silting beyond HWY 101 from the SCVWD at the next meeting.

Director Keith stated that she will not be present at the next SFCJPA Board meeting.

Mr. Elias, shared with the Board a brief summary about a SCVWD, fish and wildlife service project in which gates were installed that will allow salt water from ponds through the slough to help scour the channels and remove vegetation. Mr. Elias noted that the groundbreaking ceremony for the project would be June 1, 2011 at 10:00 am in the City of Alviso.

Mr. Materman stated that he will be following up with SCVWD staff and SMCFCFCD staff regarding the funding issues and he thanked all of them for their help and indulgence in getting to this point.

7) ADJOURNMENT:

Chairperson Kwok adjourned the meeting at 5:24 pm.

Minutes Prepared by Clerk of the Board: Miyko Harris-Parker

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Agenda Item 5
Executive Director's Report

With the help of Kevin Murray and Miyko Harris-Parker, I am pleased to submit the following:

a) S.F. Bay – Highway 101 Project: Golf Course Architect Selection Update

During the design of the Bay-101 project, it became clear that the alignment of the new levee to be constructed along the golf course would encroach on to lands that are currently used for golf at the Palo Alto Municipal Golf Course. In order to mitigate this impact, some of the golf course holes will need to be reconfigured to preserve golf operations and the overall length and rating of the course, while ensuring safe conditions for users of the new levee trail. Early this year, the SFCJPA and City of Palo Alto agreed to directly hire a golf course architect to design this reconfiguration.

At the April 28, 2011 SFCJPA Board meeting, a draft Request for Proposals for golf course design services was presented for Board review and comment. The RFP was released on May 2, 2011, and proposals were received on May 20, 2011. Six firms were interviewed on June 2, 2011.

A review panel comprised of staff representing the SFCJPA and the City, as well as a member of the City's Golf Advisory Committee, completed their reviews of the proposals, conducted interviews, and checked references based on criteria and a scoring system established by the review panel.

During the week of June 13, SFCJPA and City staff met with the consultant who scored highest based on the proposal, interview, and reference checking process. It is important to note that initiating contract discussions with this finalist does not represent a decision by the SFCJPA to award a contract. At a future Board Meeting following the successful conclusion of contract discussions, the SFCJPA Board will be presented with an Agreement for Consultant Services for approval.

Funding to pay for the golf course reconfiguration design is included in the Funding Agreement Amendment 1 being considered by the Board in the next agenda item. Based on the costs proposed by the finalist, and the costs described within other proposals, the funding amount provided by Amendment 1 (\$150,000) will cover the costs of the golf course architect contract.

b) S.F. Bay – Highway 101 project update: Funding Agreement Amendment 1

As has been described to the Board at several recent meetings, new costs emerged during the design of the Bay-101 project that will require additional funding beyond the current project funding agreement. There are several reasons for the increased costs, including an increase in the project scale to provide protection against a 100-year flow coupled with a 100-year tide and incorporating projected sea level rise and FEMA freeboard requirements, the need for new work by our design consultant to make up for deficiencies in existing data, and specific requests from the SFCJPA and member agencies for modifications to the original design concept. Additionally, we now know the costs of project tasks related to PG&E advanced engineering and designing the reconfigured Palo Alto Golf Course, which were expected but not quantifiable at the time of the original funding agreement.

Amendment 1, attached for the Board's consideration, authorizes the SFCJPA to pay for these additional costs through the existing Funding Agreement among the SFCJPA, Santa Clara Valley Water District and San Mateo County Flood Control District. The highlights and specifics of this amendment are described below and will be discussed at the June 23 Board meeting.

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Executive Director's Report

These costs include the following design-specific needs that emerged during the project that will result in not more than \$340,252 in additional costs. The needs are described in the first paragraph on the following page, which describes the next agenda item -- an Amendment to the design contract.

Additional costs outside of design contract include:

- Advance engineering fees totaling \$175,000 for PG&E to modify utilities (two electric power lines, a gas transmission line, and utility poles) that will be impacted by the project, and
- The costs (less than \$150,000) to design the reconfiguration of several holes of the Palo Alto Municipal Golf Course to mitigate for the encroachment of the new levee onto Golf Course land.

The costs are summarized in the following table:

Original ICF (environmental) contract not-to-exceed amount	\$592,000
Original HDR (design) contract not-to-exceed amount	\$695,000
Proposed HDR Contract Amendment No. 1	\$340,252
PG&E fee for utility engineering	\$175,000
Palo Alto Golf Course design (consultant to be selected)	\$150,000
Contingency Amount	\$100,000
Total:	\$2,052,252

The original Funding Agreement totaled \$1.4 million, with the Santa Clara Valley Water District providing \$1 million and the San Mateo County Flood Control District providing \$400,000. The proposed Amendment 1 would add \$652,252 to the Funding Agreement, which would now total \$2,052,252. Amendment 1 calls for the additional amount to be split in a similar manner as the original funding agreement, with the Water District providing an additional \$466,000 and the Flood Control District providing an additional \$186,252.

Amendment 1 also specifies a contingency for additional services in the amount of \$100,000, and describes how that contingency can be utilized: by the SFCJPA Executive Director up to \$10,000 per task item with a report to the Board at its next meeting, and with Board approval for items above \$10,000.

Additionally, in order to reduce the possibility that our design consultant (HDR) costs will increase further, our contract with HDR will be amended as described in the following agenda item.

Proposed Board Action: Pass Resolution No. 11-06-23-A (attached) to authorize the Executive Director to sign Amendment 1 to the November 3, 2009 Agreement with the Santa Clara Valley Water District and San Mateo County Flood Control District to fund Planning and Design of the Initial Capital Project.

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c) S.F. Bay – Highway 101 Project: Design Contract Amendment 1

In order to complete the final design of the Bay-101 project and the additional tasks provided for by the Funding Agreement amendment described above, the contract with design consultant HDR, Inc. must be amended. Attached for Board consideration is Amendment Number 1 to the HDR contract, which includes the following design-specific needs that emerged during the project:

- Additional hydraulic modeling to understand performance of “upgraded” design to convey 1% creek flow at 1% tide with FEMA freeboard and projected sea level rise,
- Additional hydraulic modeling to quantify water surface elevation impacts to Faber Tract,
- Aerial surveys to gather detailed topographic data for new floodwall areas outside the channel,
- Augmented ground survey to include data collection on the foundations of the PG&E electric towers,
- Revised floodwall alignment to avoid SCVWD mitigation site and tie into the Palo Alto pump station,
- Groundwater sampling to determine risks of mobilizing soil contaminants associated with a historic underground storage tank leak at USPS, and
- Consultant expenses associated with the design of a boardwalk structure to connect the existing Friendship Bridge to the new levee in Palo Alto.

Amendment Number 1 to the HDR contract provides for these design-specific needs, and increases the contract not to exceed amount by \$340,252. It also formalizes:

- Hourly rates that can be charged to the project, based on a set of staff categories,
- The process for approval of any out of scope tasks, and
- The schedule for completion of key milestone deliverables.

In addition to providing for the additional scope needed to complete design, the amendment provides for improved cost control and clarity on allowable consultant activities and charges. Towards that end, the amended HDR contract would now specify that:


- "Consultant is not authorized to provide services or incur expenses beyond the Agreement Not-To-Exceed Total Amount or authorized limit and will not receive reimbursement for and rather shall itself be responsible for any and all expenses incurred beyond the Agreement Total Not-To-Exceed Amount...unless specifically approved and authorized by the Authority Board of Directors, or Executive Director as authorized by the Board. The Consultant guarantees that it will complete the contracted scope of services for the Agreement Total Not-To-Exceed Amount."
- Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the work required,
- Direct expenses incurred by Consultant for sub-consultants providing professional services will be reimbursed at actual cost plus 5%,
- Outside Services (laboratory testing, field drilling, sampling, contract temporary labor) will be reimbursed at actual cost plus 5%, and
- The SFCJPA has the right to retain an amount not to exceed 10% of each invoice from the design consultant, which shall be released upon the satisfactory completion of each task. Satisfactory completion for each task is defined solely by the SFCJPA, when deliverables have been received, and no further charges will be invoiced to that specific task.

Proposed Board Action: Pass Resolution No. 11-06-23-B (attached) authorizing the Executive Director to sign Amendment 1 to the SFCJPA's November 3, 2009 contract with HDR, Inc. for design services of the Initial Capital Project.

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d) SFCJPA Strategic Planning process

Since the May 26 SFCJPA Board meeting, we have canvassed Board members for their availability and met with several prospective facilitators. It appears that Saturday, August 27 works for the majority of Board members. At the June 23 Board meeting, we will finalize the date and discuss other details.

Submitted by: 
Len Materman
Executive Director

DRAFT

AMENDMENT Number One

to

AGREEMENT

Between the San Francisquito Creek Joint Powers Authority,

The San Mateo County Flood Control District, and

The Santa Clara Valley Water District

For Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek

Between East Bayshore Road and San Francisco Bay.

This Amendment Number One to that certain Agreement, dated November 3, 2009 (Agreement), by and among the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY ("Authority"), a California joint powers authority, the SAN MATEO COUNTY FLOOD CONTROL DISTRICT ("Flood Control District"), a special district of the State of California, and the SANTA CLARA VALLEY WATER DISTRICT ("Water District"), a special district of the State of California, collectively referred to as Parties or individually as Party, is entered into this ___day of _____ 2011.

WHEREAS, On July 23, 2009, the Authority's Board of Directors unanimously approved the staff's recommended Initial Capital Project on San Francisquito Creek (Project) and authorized its Executive Director to pursue funding opportunities and to contract with qualified consultants to conduct 1) design services and 2) environmental impact assessment and planning for the Project.

WHEREAS, the cost of the design contract for the Project has exceeded the original amount provided in the Agreement, and

WHEREAS, the Parties desire to continue with and finish the planning and design of the Project, and

WHEREAS, an amendment to Agreement is needed in order to pay for the additional design services and other costs enumerated in Exhibit A hereto, and

WHEREAS, this Amendment Number One is intended to provide for funding to pay for:

1. Various engineering design costs added to the original engineering consultant scope of work, and
2. Consultant expenses associated with the design of a boardwalk structure to connect the existing Friendship Bridge to a new levee in Palo Alto, and
3. Consultant expenses associated with design of a realigned floodwall landward from the Water District mitigation site with a tie-in to the existing Palo Alto Storm water Pump Station, and
4. Pacific Gas & Electric (PG&E) engineering costs associated with the relocation or modification of PG&E utilities (electric and gas facilities) in the project area, and
5. Reconfiguration of several holes of the Palo Alto Municipal Golf Course (PAMGC) to mitigate for the encroachment of the new levee on to lands of PAMGC, and
6. A contingency fund for additional services in the amount of \$100,000.00.

NOW, THEREFORE, for the consideration and upon the terms and conditions hereinafter specified, the Parties agree to amend the Agreement as follows:

Provision 1, Project Purpose and Work Products: The first paragraph is amended to read:

The purpose of the Project is to provide the flood protection elements on San Francisquito Creek necessary to protect homes, businesses, and other facilities in the cities of Palo Alto and East Palo Alto downstream of East Bayshore Road near Highway 101. The intent of the Project is to provide conveyance of the one-percent (1%) design flood flow (9,400 cubic feet per second) occurring at the same time as the estimated 1% high tide, plus 26 inches to accommodate projected Sea Level Rise in 50 years, plus FEMA freeboard requirements through the area of consideration from the downstream face of East Bayshore Road to San Francisco Bay.

Provision 2, Funding Amounts: Provision 2 is deleted in its entirety and replaced with the following:

2. Funding Amounts

A. The amount of funding provided by this Agreement is two million fifty two thousand two hundred fifty two dollars \$2,052,252.00

B. Water District's contribution shall be one million four hundred sixty six thousand dollars (\$1,466,000.00) to fund the planning and design of the Project.

C. Flood Control District's contribution shall be five hundred eighty-six thousand two hundred fifty two dollars (\$586,252.00) to fund the planning and design of the Project.

D. If the total Project costs are less than what is stated in Exhibit A to Amendment One, the Flood Control District and Water District will contribute only their proportional amount up to the amount of the total Project costs.

E. The Authority Board of Directors may authorize the Executive Director to approve task orders up to \$10,000 from the contingency amount. The Executive Director must provide a written report to the Board at its next regular meeting describing the approved task order. Any task orders over \$10,000 requires approval of the Authority Board of Directors.

Counterparts

This Amendment Number One may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Authority, the Flood Control District, and Water District have executed this Agreement as of the date and year first above written.

Separate Signature pages were implemented individually for each Party as follows.

Exhibit A

Anticipated costs of the project assumed for Amendment Number One include:

Tasks	Costs
HDR and ICF contracts (original not to exceed amounts)	\$1,287,000
Proposed HDR Contract Amendment No. 1	\$340,252
PG&E fee for utility engineering	\$175,000
Palo Alto Golf Course design (consultant to be selected)	\$150,000
Contingency Amount	\$100,000
Total:	\$2,052,252

AMENDMENT Number One

to

AGREEMENT

Between the San Francisquito Creek Joint Powers Authority,

The San Mateo County Flood Control District, and

The Santa Clara Valley Water District

For Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek

Between East Bayshore Road and San Francisco Bay.

IN WITNESS WHEREOF, the Authority, the Flood Control District and Water District have executed this Funding Agreement as of the date and year first above written.

Separate Signature pages were implemented individually for each Party.

APPROVED AS TO FORM: **SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY**

Signature

By: _____
Len Materman
Executive Director

Print Name
Authority Counsel

Date: _____

AMENDMENT Number One

to

AGREEMENT

Between the San Francisquito Creek Joint Powers Authority,

The San Mateo County Flood Control District, and

The Santa Clara Valley Water District

For Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek

Between East Bayshore Road and San Francisco Bay.

IN WITNESS WHEREOF, the Authority, the Flood Control District and Santa Clara have executed this Funding Agreement as of the date and year first above written.

Separate Signature pages were implemented individually for each Party.

APPROVED AS TO FORM:

SAN MATEO COUNTY FLOOD CONTROL DISTRICT

Signature

By: _____
Carole Groom
President, Board of Supervisors

Print Name
County Counsel

Date: _____

AMENDMENT Number One

to

AGREEMENT

Between the San Francisquito Creek Joint Powers Authority,

The San Mateo County Flood Control District, and

The Santa Clara Valley Water District

For Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek

Between East Bayshore Road and San Francisco Bay.

IN WITNESS WHEREOF, the Authority, the Flood Control District and Santa Clara have executed this Funding Agreement as of the date and year first above written.

Separate Signature pages were implemented individually for each Party.

APPROVED AS TO FORM:

SANTA CLARA VALLEY WATER DISTRICT

Signature

By: _____
Beau Goldie
Chief Executive Officer

Print Name
District Counsel

Date: _____



RESOLUTION No. 11-06-23-A
Resolution of the Board of Directors of
The San Francisquito Creek Joint Powers Authority (SFCJPA)

AUTHORIZING THE SFCJPA EXECUTIVE DIRECTOR
TO EXECUTE AMENDMENT NUMBER ONE TO THE AGREEMENT WITH THE
SAN MATEO COUNTY FLOOD CONTROL DISTRICT AND SANTA CLARA VALLEY WATER DISTRICT
TO FUND THE PLANNING AND DESIGN OF THE INITIAL CAPITAL PROJECT ON
SAN FRANCISQUITO CREEK BETWEEN EAST BAYSHORE ROAD AND SAN FRANCISCO BAY

WHEREAS, the founding SFCJPA Agreement provides for the authority to receive, collect and disburse monies, and

WHEREAS, the founding SFCJPA Agreement provides for the authority to make and enter into agreements and contracts, and

WHEREAS, on November 3, 2009, the SFCJPA, the Santa Clara Valley Water District and San Mateo County Flood Control District have entered into a Funding Agreement (Agreement) for the Initial Capital Project (Project) on San Francisquito Creek, and

WHEREAS, costs beyond those provided for in the Agreement are needed to complete project design, and

WHEREAS, representatives of the parties to the Agreement have developed Amendment Number One to the Agreement to provide for these additional funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Francisquito Creek Joint Powers Authority hereby authorizes the Executive Director to execute Amendment Number One to the Agreement with the San Mateo County Flood Control District and Santa Clara Valley Water District to fund the Planning and Design of the Initial Capital Project on San Francisquito Creek between East Bayshore Road and San Francisco Bay to reduce flooding and provide other benefits to the Creek and surrounding communities.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Date: 6/23/11
Vice Chairperson

Date: 6/23/11
Chairperson

APPROVED AS TO FORM:

Gregory W. Stepanovich

Legal Counsel Date: 6/20/11

DRAFT

AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK

BETWEEN THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY AND HDR, INC.

This Amendment No.1 (“Amendment”), effective as of the date it is fully executed by the parties, amends the terms of the Consultant Agreement (“Agreement”) between THE SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (Authority) and HDR, INC. [a California corporation] (“Consultant”), dated November 3, 2009. Capitalized terms not otherwise defined will have the meaning set forth in the Agreement.

WHEREAS, the parties desire to amend the Agreement for Consultant to provide additional design services to finalize Plans, Specifications and Cost estimates for; and

WHEREAS, the parties desire to amend the term of the Agreement extending it through June 30, 2013.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Consultant and the Authority hereby agree as follows:

1. Exhibit A, Scope of Services, is amended as stated in Revised Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.
2. Exhibit B, Schedule of Performance, is amended as stated in Revised Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full.
3. Exhibit C, Compensation, is amended as stated in Revised Exhibit C, attached hereto and incorporated herein by this reference as though set forth in full.
4. All other terms and conditions stated in the original Agreement remain in full force and effect.

DRAFT

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER
CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO
THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 THROUGH THE
SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES

SAN FRANCISQUITO CREEK JOINT
POWERS AUTHORITY

HDR, [a California corporation].

Len Materman
Executive Director

Amy Gilleran
Vice President

Date

Date

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER
CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

**REVISED EXHIBIT A
SCOPE OF SERVICES**

On November 3, 2009, Authority and HDR executed an agreement to perform design services for an initial flood protection capital project on San Francisquito Creek (Project).

This Revised Exhibit A describes the tasks to be undertaken by Consultant in providing additional design services to prepare final Plans, Specifications and Cost Estimate for the San Francisquito Creek Project, East Bayshore Road to SF Bay. The amended tasks are as shown in *italic underline font* below.

I. PROJECT ASSUMPTIONS

The following sections provide an overview of the general assumptions that were used to develop this scope of work. More detailed assumptions associated with specific tasks are provided as part of the task descriptions.

A. Description of Project Site

The project reach is located between East Bayshore Road and San Francisco Bay.

B. Proposed Amended Project Elements

The project scope of work in the original agreement included the channel widening between the Highway 101 and San Francisco Bay as recommended in the planning Study Report.

Amended scope of work includes:

1. Additional Aerial Surveys
2. PG&E Survey
3. Additional Hydraulic Modeling
4. Design PS&E for Boardwalk , Friendship Bridge to New Palo Alto Levee
5. Realign Floodwall Outboard of SCVWD Mitigation Site and tie in to Palo Alto Pump Station.
6. Additional Coordination with Caltrans to accommodate 101 Bridge Replacement
7. Limited Phase II Hazmat investigation for the floodwall alignment adjacent to US Postal Services

The amended scope of work does not include planning or design fees for project elements not yet included in the contract or shown on the 30% drawings, as follows:

- O'Connor Street Pump Station outfall structural assessment or design to repair deficiencies in preparation for floodwall tie-in
- Palo Alto Municipal Golf Course design or coordination
- Baylands Athletic Center parking lot or related design modifications

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- Planning or design work associated with a potential conveyance structure extending the new Highway 101 bridge south cell adjacent to Yeaman's Auto Body property
- Planning or design for a new 96" dia. Emergency outfall pipeline for the San Francisquito Creek Storm Water Pump Station
- Geotechnical or structural analysis or design of existing levees surrounding the Faber Tract, or analysis or design of appurtenant or drainage features within these levees (The levee between San Francisquito Creek and the Faber Tract is excluded from this assumption, as it is currently part of the project.)

II. PROJECT GOALS AND OBJECTIVES

The Project was initiated to provide a limited flood damage reduction effort as an interim measure to the U.S. Army Corps of Engineers (Corps) San Francisquito Creek Flood Damage Reduction and Ecosystem Restoration Project (Baseline Project). The Project goal is to protect homes, schools, businesses, and highways from flood events within the cities of Palo Alto, East Palo Alto, Menlo Park, and portions of San Mateo and Santa Clara Counties. This project will prepare a Corps Section 104 Early Implementation Project to accomplish the following objectives:

1. Develop a project that will be an element of the staff recommended alternative of the Corps' Feasibility Study and, therefore, eligible for federal (Corps) reimbursement under the Section 104 agreement.
2. Develop a project that will not increase flows downstream and will not have the potential to induce flooding downstream.
3. Develop a project that can be modified in the future to accommodate rising ocean levels as a result of global warming
4. Reduce potential for flood damages in San Francisquito Creek.
5. Minimize project impacts on the environment—both long range and during construction.

III. PROJECT TIMETABLE

The design of the Project began in November 2009. The Project was initially slated for completion in January 2011. The amended completion date is June 30, 2013. The Authority is planning to construct the project in 2012 pending funding availability.

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IV. SCOPE OF WORK

Task 1 Project Management

1.1 General Project Management

HDR will provide communications between the JPA and the Project Team through the following means:

- Meetings as outlined in Task 1.4
- Informal status meetings — in person, by email, or phone
- Telephone contact, with subsequent notes
- Maintenance of a decision log to monitor the impact and source of key decisions
- Maintenance of outstanding information log
- Maintenance of an action item log to monitor the status of critical assignments that affect the work progress
- Monthly status reports for attachment to the invoice, which will outline the work performed, budget and schedule status, earned value update, and any issues to be resolved

Assumptions:

- 15-month project management schedule for design. Project extended to a 22-month project management schedule for design.

1.1.1 PROJECT MANAGEMENT: PUMP STATION TIE-IN AND WALL REALIGNMENT

Hours have been estimated for project management tasks specific to this project element. Specifically, these hours include the following assumptions.

Assumptions:

- Preparation for and attendance at two (2) tie-in/wall realignment-specific meetings or conference calls with the JPA and City of Palo Alto (2-hour meetings and 2-hour preparation assumed)
- Coordination with and inquiries for Schaaf & Wheeler, as pump station design consultant of record
- Coordination and meetings with GEI during field work and analysis of pump station and realigned walls
- Extent of project management effort anticipated is quantified in the fee spreadsheet accompanying this scope of work
- There may be a need for additional survey spot shots for structures where we may need more detail. Collection of this data will be performed by the City of Palo Alto, however coordination for where information is needed will be provided by the HDR Project Team.

1.1.2 Project Management: Boardwalk

Hours have been estimated for project management tasks specific to the boardwalk to be designed adjacent to Friendship Bridge. The boardwalk will provide connectivity between the bridge and the repositioned levee crest on the Santa Clara side of the creek. This task also includes initial design criteria formulation and coordination with the

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City of Palo Alto in support of review and approval by the City of Palo Alto Architectural Review Board (ARB). Specifically, these hours include the following assumptions.

Assumptions:

- Project management will include internal and external coordination efforts associated with the boardwalk design. Tasks are expected to include coordination between the JPA and the HDR project team, and preparation of materials for Palo Alto's Architectural Review Board. It is assumed that materials will be prepared by HDR, but presentation and discussion with the Board will be handled by Joe Teresi of the City of Palo Alto.
- This task also includes development of design criteria, specified below. A brief technical memorandum will be prepared detailing the design criteria specified by the JPA, the loading and dimension specifics determined by HDR to conform to these criteria, and any supporting documentation or visuals that were used for presentation to the City of Palo ARB. This memo will be prepared as an appendix to the overall project Design Criteria and Considerations Tech Memo.
- Foundation design parameters must be determined for the boardwalk structure. GEI will determine pile design parameters from recent boring data by Earth Systems in the immediate vicinity. Initial assumptions will be provided to GEI by HDR's structural design group, based on Caltrans Bridge Design Specifications and AASHTO guidelines for structures of this type.
- Extent of project management effort anticipated is quantified in the fee spreadsheet accompanying this scope of work.

The portion of the scope of work associated with the boardwalk was prepared with the following guidelines in mind:

- Follow any design or aesthetic guidelines presented in the Site Assessment and Design Guidelines, Palo Alto Baylands Nature Preserve (Guidelines, 2005), and the 4th edition of the Palo Alto Baylands Master Plan (2008).
- Make the boardwalk width consistent with that of Friendship Bridge, which is 10 feet wide (consistent with the minimum width for two-way traffic for high-use facilities, per page 43 of Guidelines).
- Make the deck height of the boardwalk such that its surface is above the 10-year flood event (specific deck height to be determined by hydraulics).
- Design the boardwalk such that the maximum grades are ADA compliant (1:12, or 8.3%), and meet the minimum grades specified in Guidelines (5%). The more conservative of these is the 5% grade, which will be used for this design.

The concept for the boardwalk design will be consistent with the photos and specifics agreed upon by the JPA, Joe Teresi and the City of Palo Alto Architectural Review Board (ARB). A presentation with design specifics and photos documents was prepared to document HDR's understanding of the design aesthetic and gain concurrence from the ARB, and was forwarded to the JPA on November 15, 2010. The following specifics are noted:

- Railing to be unfinished wood or composite material with similar natural, aesthetic qualities, specifics to be consistent with the presentation above, as determined by the JPA and the ARB
- Deck to be unfinished wood or composite material with similar natural, aesthetic qualities, with transverse planks

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- Concrete, steel or wood piers, with a substructure intended to minimize debris catching potential

1.2 Project Work Plan and Schedule

1.2.1 PROJECT WORK PLAN

Clear procedures for communication and documentation will be outlined in HDR's project guide, which is a work plan developed at the beginning of our projects and distributed to all team members. HDR will augment its standard project guide content in order to adhere to the Santa Clara Valley Water District's (District's) Quality Management System Procedure Q751D01 and Work Instruction W73004. The project guide will serve as a road map for team members to outline the project organization (organizational chart), guide communication, schedule, technical details, budget and deliverable tracking, administrative procedures, and quality assurance/quality control (QA/QC) efforts. The information and communication needs, including communication methods for types of data and preference of participants, will be documented (e.g., written, e-mail, phone, fax, or in-person). In addition, the project work plan will clearly outline the type of information to be documented and the filing protocol (i.e., hardcopy, electronic, etc.) for accurate and timely retrieval of information. The project work plan will be updated as required throughout the project.

Deliverables:

- Project Work Plan (5 copies)
- Updated Work Plan

1.2.2 PROJECT SCHEDULE

A combined project schedule between the Design Team and the Environmental Team is attached, and will be considered the Baseline schedule for the project.

Deliverables:

- Project Baseline Schedule (electronic copy, .mpp and .pdf)
- Project Updated Schedule (electronic copy, .mpp and .pdf)

1.3 Permit Applications

As the Project Team's environmental consultant, ICF Jones & Stokes (ICF) will work closely with GEI, the Project Team's geotechnical consultant to identify, avoid, and minimize potential impacts to existing resources associated with any required geotechnical borings, and to prepare and submit permits required for these activities.

Based on the review of the project alternatives, it is anticipated that geotechnical investigations may occur in areas subject to jurisdiction of the USACE under Section 404 of the Clean Water Act (CWA), and that these activities could be authorized under Permit 6 (Survey Activities) and Nationwide Permit 33 (Temporary Construction, Access, and Dewatering) of the Nationwide Permit Program (NWP). NWPs are subject to compliance with other federal and state laws including Section 401 of the CWA, the federal Endangered Species Act (ESA), and Section 106 of the

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National Historic Preservation Act. Compliance with these laws and regulations will require preparation of a preconstruction notification (PCN) and a water quality certification application for compliance with Sections 401 and 404 of the CWA, and a biological assessment for Section 7 consultation under the federal ESA. The investigations will also require preparation of a Notification of a Lake or Streambed Alteration Agreement for compliance with Section 1602 of the California Fish and Game (CFG) Code.

Deliverables:

- Preconstruction Notification for Sections 401/404 of CWA
- Water Quality Certification application for Sections 401/404 of CWA
- Biological Assessment for Section 7 under ESA
- Notification of Lake or Streambed Alteration Agreement for Section 1602 of CFG code

1.4 Meetings and Project Coordination

The attendance of HDR at more meetings than previously estimated has lead to the increase in effort as shown in the included cost estimate.

Assumptions:

- Appropriate Project Team members will attend as needed, however for the purposes of the scope of work, it is assumed that the Project Manager or Senior Engineer will attend each monthly meeting.
- Is assumed that six (6) additional monthly projects team meetings are included due to the extended duration of the project to date.
- Caltrans coordination meetings (6 meetings assumed in addition to the 3 required in the RFP).
- Additional design/ coordination meetings (10 one-hour meetings/ conference calls assumed) due to the complexity of the project and the number of parties involved.
- Meetings specific to the Pump Station Tie-In and Wall Realignment, a Two Phase Project, and the Boardwalk are included in each project element's Project Management line item under Task 1.1.

1.4.1 KICKOFF MEETING

The Project Team will participate in a kick-off meeting intended to establish the parties involved in the project and the communication lines between them. With the number of people involved in the project, and the many layers of communication that need to be established, it is essential to provide a clear definition of the project, roles (and responsibilities) for each team member, and lay the groundwork for the extensive interaction with the rest of the team that is to come.

1.4.2 PROJECT REVIEW MEETING

In addition to a kickoff meeting, the Project Team will attend a project review meeting to discuss the details of the project, and formulate any revisions to the scope or schedule based on these

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conversations. We suggest that the following topics be addressed to provide a complete project picture:

- Project Objectives and Constraints
- Discussion of Preferred Alternative and potential for optimization
- Design Criteria
- Design Scope and Schedule
- Environmental Mitigation Measures and Stakeholder Concerns
- Design PS&E Requirements
- Public Outreach

Assumptions:

- For continuity and efficiency purposes, we propose and assume that the kick-off meeting and project review meeting may be scheduled on the same day.

1.4.3 JPA BOARD MEETINGS

Appropriate members of the Project Team will prepare presentations for and attend three JPA Board meetings.

Assumptions:

- Based on the overall schedule, three (3) meetings are assumed with the Project Manager or designate attending each.

1.4.4 MONTHLY PROJECT TEAM MEETINGS

The project team will coordinate monthly meetings with the JPA to discuss project progress and issues that may affect project design or schedule. Our Project Manager will provide an agenda one week prior to the meetings, as well as draft and final meeting minutes of each meeting to the JPA.

Assumptions:

- Appropriate Project Team members will attend as needed, however for the purposes of the scope of work, it is assumed that the Project Manager and one design team member will attend each monthly meeting.
- Six additional monthly projects team meetings

1.4.5 ADDITIONAL MEETINGS AND COORDINATION

- Caltrans coordination meetings (3 meetings assumed)
- Design Review Workshops (3 meetings assumed, detailed in Task 4)
- Public meetings of the Architectural Review Board, Planning Commission, and City Council meetings for East Palo Alto and Palo Alto to describe the project details, benefits, and impacts to the surrounding area (6 meetings assumed)
- Utility Coordination meetings (3 meetings assumed, however based on our experience, the majority of subsequent coordination is expected to take place via phone and email)
- Public Outreach meetings (Detailed in Task 1.5)

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Due to the complexity of the project and the number of parties involved, it will be necessary to actively engage with the JPA Board, JPA member agencies and staff, team consultants, stakeholders and the like. We expect that additional meetings and coordination will be needed in order to make progress on the project and maintain buy-in. The Project Team is willing to schedule these activities as needed, and discuss the effort associated when these requirements are better defined as the project progresses.

Assumptions:

- *Six additional Caltrans coordination meetings*
- *Ten additional design coordination meetings due to the complexity of the project and the number of parties involved*

Deliverables:

- For all meetings attended, HDR will *contribute to the agenda, and* provide draft and final meeting minutes of each meeting to the JPA.

1.5 Public Outreach Programs

1.5.1 PUBLIC OUTREACH PLAN (NEW TASK ASSUMED FROM ICF)

A public outreach plan to help guide all project-related outreach tasks and efforts (design and environmental) will be prepared at the outset of the project. The plan will be for internal team use, as a working tool to provide appropriate direction and structure. The plan will include strategies for public meetings, stakeholder coordination, multilingual outreach, Web site content/materials, public noticing, and additional optional tasks, as necessary.

Assumptions:

Completed within first 2-3 weeks (with ICF Jones & Stokes and JPA support and review). Initial draft provided for team review and comment. While the plan will incorporate the particulars about the environmental outreach tasks (scoping meeting, public hearing, legal notices, etc.), those tasks will be managed and included under the ICF Jones & Stokes contract.

Deliverables:

- Draft and final outreach plans

1.5.2 OUTREACH MEETINGS (UPDATED SCOPE BASED ON 10/8/09 JPA MEETING)

1.5.2.1 Support for Public Meetings / Workshops

The project team will help the JPA coordinate and staff up to three design-focused public meetings/workshops. The team will help make presentations about design concepts and facilitate productive discussion of community interests and concerns. The outreach lead will help manage the flow of the dialogue and control any potentially contentious interactions. The project team will work with the JPA to create a meeting format that allows for the appropriate balance of information sharing (e.g., via PPT presentation, one-on-one dialogue) and input opportunities (via display stations, Q&A, comment cards, etc.).

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Timing:

It is recommended that the first two meetings be scheduled to coincide with the key 30% and 60% milestones. The first meeting can be conducted as a charette style workshop to help maximize input, while the second meeting will present the more developed design for public review. It is anticipated that the environmental scoping meeting will be held shortly after the 60% meeting. A final public meeting, if necessary, can be held at 90% (for last-chance input) or upon completion of the PS&E (informational only).

Deliverables:

- Public workshops (3)
- Public comment summaries detailing/categorizing public interests/concerns

1.5.2.2 Stakeholder / Small Group Meetings

The project team will be responsible for participating in several small group meetings with stakeholders and local interest groups, including environmental groups and neighborhood groups (Crescent Park Neighborhood Association, Palo Alto; Duveneck/St Francis Neighborhood Association, Palo Alto; Gardens Neighborhood Association, East Palo Alto; Willows Neighborhood Association, Menlo Park). For efficiencies, it is recommended that each stakeholder meeting include combined stakeholders/multiple groups.

Assumptions:

Three meetings total. These meetings will be hosted by the JPA, but both the HDR and ICF Jones & Stokes team will participate, provide materials, and present issues. The JPA will handle the logistics of meeting set-up and will take the lead on coordinating meeting notifications via the groups' own networks (e.g., neighborhood association e-mail lists). The project team will work with the JPA to identify the most relevant groups to meet with during design development.

Deliverables:

- Stakeholder / small group meetings (3)
- Meeting summaries documenting key issues and concerns

1.5.3 FACT SHEET & PROJECT-RELATED INFORMATION - WEB CONTENT / MATERIALS (NOW A COMBINED TASK – FACT SHEET AND WEB PREVIOUSLY PROPOSED SEPARATELY)

A project fact sheet will be developed for distribution to community stakeholders during the public meetings, small group meetings, and in ad hoc interactions the JPA, its members, and the project team may have throughout the project. The fact sheet could also be posted on the Web site and distributed via e-mail in pdf form. It would be a flexible document that reflects the evolving project as it moves from concepts to detailed design plans. It could include project essentials such as background/history, purpose/need, illustrative map, anticipated schedule, contact information, public input highlights, etc. The project team's in-house graphic designer will design a high-quality color piece that will present the project in an easy-to-understand format. It is assumed the fact sheet will be updated no more than four times during the project duration. The project team will also help develop content, materials, and design elements for inclusion on the JPA Web site and in JPA communications (e.g., newsletters and e-mail updates). Such information may include maps, photos,

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schedule graphics, fact sheets, public meeting notices, reports (or links to related reports), etc. The project team has an in-house graphic/Web designer that can modify existing technical materials, create new visuals, and provide support to post and arrange online resources. The fact sheet will be translated into Spanish and Tagalog (if necessary).

Assumptions:

- Four versions of fact sheet. Project information will be hosted on current JPA Web site. Spanish translations of fact sheet to be provided by JPA; Tagalog translations (if necessary) to be provided by project team.

Deliverables:

- Fact sheet (up to four versions, in three languages), misc. project materials

1.5.4 ADDITIONAL ON-CALL OUTREACH (NEW TASK PER JPA MEETING 10/8/09)

Additional outreach tactics may be required and can be provided under this catch-all outreach task. Potential tactics may include:

1.5.4.1 Public Meeting Notices/Ads

While the JPA and various stakeholder organizations (e.g., the neighborhood associations) will serve as primary conduits of project information and meeting announcements, additional noticing methods may be necessary, especially for the public meetings. Public notices/ads and calendar items could be placed in area newspapers and online publications serving Palo Alto, East Palo Alto, Menlo Park, and adjacent communities. Potential placement sources include the Palo Alto Daily News, Palo Alto Weekly, Palo Alto Online, East Palo Alto Today (bilingual), EPA.net, and San Mateo County Times, among others.

1.5.4.2 E-Mail Updates/Notices Support

A recommended secondary means of noticing and providing project updates is via a “paperless” system of periodic e-mail updates, distributed to a master list of key stakeholders that have expressed interest in the creek’s flood control issues. As the JPA’s existing list of core stakeholders is augmented during project start-up, the outreach team can help strategize and develop messaging to include in future JPA e-mail updates. These updates could be sent to announce milestones such as the public meetings, stakeholder meetings, the scoping meeting, the availability of the draft environmental document, and the related public hearing. The JPA would update and maintain the master stakeholder database throughout the duration of the project. This e-mail-based “paperless” strategy promotes a cost-effective green communications philosophy that corresponds with one of the JPA’s mission points—to preserve and enhance environmental values.

1.5.4.3 Media Outreach

An assertive campaign of media outreach can be conducted on behalf of the JPA and project, if desired. Press releases can be developed and distributed to area media, and follow-up efforts can be made to garner positive coverage of both the public meetings and the ultimate project goals and outcomes.

1.5.4.4 Stakeholder/Partner Online Postings

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The JPA and project team could enlist stakeholder and project partner support in promoting the public meetings by posting links to the JPA Web site and/or pdf versions of the public notice invitations and fact sheets on their own sites.

1.5.4.5 Farmer's Market Outreach

Fact sheets and project displays could be provided at Farmers Markets in Palo Alto, East Palo Alto, and Menlo Park.

1.5.4.6 Caltrans Partnering

The JPA and project team should work with Caltrans to identify opportunities for collaboration and joint communication (e.g., sharing of stakeholder contact databases/input, media messaging coordination, presence at public meetings, etc.).

1.5.4.7 Public Meeting Visual Aids

The HDR team can provide poster-board-style visual aids at public meetings or JPA Board meetings, to help attendees visualize the project under design. It is anticipated that these visual aids would be elevation, perspective, or plan view representations of the planned design elements from one or more points of reference adjacent to the creek. It may also be useful to show the design water surface elevation as it relates to these elements.

Assumptions:

- The JPA will determine, in conjunction with the team, which tasks/methods to utilize for additional outreach. A lump-sum of roughly \$10,000 has been held in reserve for one or more of these options, with the specific amount of effort for any given task to be determined at the request of the JPA. (This reserve amount could include some direct costs for newspaper ads/notices).

Deliverables:

- To be determined.

1.6 Quality Assurance and Quality Control Plan

HDR will prepare a Quality Control Plan (QCP) according to the District's Quality Control Guidelines of Work Instruction W73004, which will provide the policies and specific actions that will be taken to help in producing high quality products that are on time and within the specified budget.

Deliverable:

- Quality Control Plan, Draft and Final versions (electronic copy)

Task 2 Design Concept Review/Concurrence

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2.1 Data Gathering and Review

After Notice to Proceed, the Project Manager will coordinate with the JPA to confirm the data available from its member agencies and others, and determine if any new data is needed and formulate a plan for obtaining it. The data collected is expected to include reports, previous studies, models, etc. During this task, the HDR Team plans to review the reports and studies completed to date, with respect to the Plan Formulation process and design criteria followed to date.

Assuming no further Plan Formulation steps are necessary, in order to maintain the schedule, a thorough summary of information to be gathered will be formulated along with a log for requesting and tracking the progress of data collection. The Project Team expects to gather the following information from the JPA and its member agencies:

- Environmental Impact Report (EIR)
- Planning Study Report
- As-built plans of impacted facilities
- Aerial photos
- Assessor's parcel maps
- Survey records and topographic files
- Geotechnical reports and existing boring data

The data collected will be reviewed for completeness and inclusion of the required project information. Reviews of the data will be provided to the JPA, along with comments and requests for further information, and suggestions for methods of obtaining supplemental data, if needed.

The project team will perform a site reconnaissance within the project area, noting geologic and physical features that could impact the project. The features will be plotted on base maps provided by project team members as described in Task 2.3.

Deliverables:

- Data Request Log (updated weekly until all information is received)
- Matrix of Data Collected
- Comments and Requests based on report and data reviews
- One (1) copy of a project base map with electronic notations of geologic and physical features.
- Electronic table showing GPS coordinates of noted site features on the base map

Assumptions:

- It is assumed, for the purposes of scoping and scheduling the effort in this scope of work, that once current and past documents are reviewed, it will be clear that a sufficient Plan Formulation exists, and the design process can begin with no delay. Should the HDR Team recognize any lapses in the typical Plan Formulation process and Design Criteria that may impact the JPA's potential for proceeding according to USACE guidelines, the HDR Team will propose a meeting with the JPA to discuss the issues prior to moving forward with the scope described herein.

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- It is assumed that the member agencies will supply the requested information in twenty (20) working days; if, for some reason, the information is not supplied in this timeframe, the schedule may be adjusted accordingly.
- Features will be located in the field using a hand held GPS.
- Existing subsurface information will be investigated as part of Task 2.3.
- Log of Test Borings and Geotechnical Reports will be made available by the JPA for East Bayshore Road and for Highway 101 over San Francisquito Creek.

2.2 Review Base Mapping and Survey

The Project Team will support the project with a design-level topographic, boundary and utility survey that will benefit the entire team through the construction document process. HDR has summarized the Request for Proposal (RFP) scope below and offered some clarification that takes into account our approach in providing a quality final product:

- The Project Team will request hard and electronic copies of the topographic surveys prepared to date by participating Agencies. We will first contact the District, to request copies of any electronic topographic, boundary and utility information they may have to assist in compiling accurate surveys. If required, we will contact the City of Palo Alto, the City of East Palo Alto, Santa Clara County, and West Bay Sanitary District.
- The Project Team will review and determine the accuracy and design level of the gathered topographic surveys from the above agencies and make recommendations regarding portions that are design level and are adequate to be used for construction documents. The team will, if necessary, determine the limits of the additional surveys and prepare a scope of services for the JPA for review and to assist them in procuring additional topographic mapping services.
- The Project Team will review the accuracy of the current right-of-way, boundary and easement surveys, make recommendations regarding mapping level, and determine if they are adequate for use in construction documents and for preparing legal documents such as recordable maps and legal descriptions. The team will, if necessary, determine the extent and limits of the additional boundary, right-of-way or easement survey services, and prepare a scope of services for the JPA for review and to assist them in procuring any necessary additional services.

Assumptions:

- It is assumed that additional surveying will not be needed. If additional surveying is needed after base maps are collected and reviewed, an estimate of such effort will be forwarded to the JPA for consideration.
- *Additional surveying for PG&E electric tower foundation and additional structure and detail shots.*

Deliverables:

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- *Collected surveying data will be provided to JPA digitally.*

2.3 Compile Base Plans of Existing Utilities

The Project Team will provide accurate base mapping of digital plans of field-surveyed information, plus right-of-way, control, property ownership and utilities. We will request utility agencies to mark their facilities and will procure the services of a professional utility locator. HDR will evaluate the potential conflicts and finalize the existing utility mapping to an accuracy level that will minimize risk and reduce unforeseen conditions during construction.

- The Project Team will request system mapping and as-built drawings from utility companies, cities and other agencies by preparing request letters and following up with a meeting request with the following agencies:
 - Santa Clara Valley Water District
 - City of Palo Alto
 - City of East Palo Alto
 - Santa Clara County
 - West Bay Sanitary District
 - Pacific Gas and Electric Company
 - AT&T
 - Comcast
 - East Palo Alto Sewer District
 - Other agencies that have utilities in the project limits determined during the initial investigations and review of utility record information.
- The Project Team will facilitate the location and mapping of existing utilities in the field by a utility locator. The team will utilize CUS to provide the following services within the project limits including the portion of the Palo Alto Municipal Golf Course shown in the Alternative 3 - Conceptual layout of the Alternatives Analysis report. The utility locator will:
 - Review and become knowledgeable of the exiting utility record information gathered by the Project Team
 - Accurately paint or otherwise mark the utility locations in the field following the use of advanced utility location techniques
 - Provide an AutoCAD base file accurately showing all of the utility locations marked in the field indicating the utility type and approximate depth
 - Provide detailed sketches at all major underground structures such as manholes and catch basins, with an emphasis on indicating the rim and pipe invert elevations
- The Project Team will compile base plans showing the gathered utility record information, system mapping from utility agencies, the utility locator's AutoCAD base mapping, visible surface features, and surveyed locations of utility surface features. The Project Team will prepare hard copy and AutoCAD base files for use in construction document base mapping and utility agency coordination. We will prepare cover letters for utility companies with copies of approved plans to utility agencies for their confirmation and/or location of their facilities. This will include

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SCVWD, the City of Palo Alto, the City of East Palo Alto, Santa Clara County, West Bay Sanitary District, Pacific Gas and Electric Company (PG&E), AT&T, Comcast and other agencies that may have utilities in the project limits determined during the initial investigations and review of utility record information.

- The Project Team will revise the utility base mapping per comments from the utility agencies mentioned above and return the corrected utility mapping to the utility agencies for “information only.”

2.4 Hydraulic Model Review

2.4.1 DESIGN CONCEPT REVIEW

The Project Team will request and review the approved San Francisquito Creek hydraulic models, referred to as the Noble model, from the USACE. The Noble hydraulic models were approved for various conceptual layouts. Our review of the hydraulic models will consist of compatibility with the conceptual design and recommendation of adjustments to the hydraulic models as necessary to be consistent with the proposed improvement construction plans. The review will be documented in a Hydraulic Review Technical Memorandum.

The HEC-RAS model will be revised to more closely represent the JPA's desired project. The additional modeling tasks are as follow:

- *Model A. Assessment of Starting Water Surface Elevation Condition*
- *Model B. Channel Alignment*
- *Model C. Caltrans Highway 101 Bridge Modifications*
- *Model D. Faber Track modeling*
- *Model E. Levee Degrade Alternatives*
- *Model F. Project Phasing Alternatives*
- *Model G. Mitigation Area Floodwall Alignment Alternatives*
- *Model H. Friendship Bridge Alternatives*
- *Model I. Caltrans Highway 101 Bridge Cell extension*
- *Model J. Pump Station Tie-In and wall Realignment*

Assumptions:

- We anticipate the hydrologic and hydraulic models will satisfy USACE levee design criteria and FEMA specifications for a detail floodplain study, and our scope of work effort is prepared under that assumption. Additional hydraulic modeling efforts will be considered outside this scope of work, and a scope and fee will be determined for the JPA if necessary.

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- Hydraulic Review Technical Memorandum
- *Revised Hydraulic Review Technical Memorandum*
- *Final digital HEC-RAS model used for the final PS&E*

2.4.2 INTERIOR LEVEE DRAINAGE REVIEW

Although not specifically called for in the RFP, the review of the interior landside levee drainage is required to insure proper design and also satisfy the requirements for FEMA specifications for levee certification. The Project Team will review the interior landside levee drainage to verify that the proposed levees will meet criteria as outlined in the National Flood Insurance Program, Section 65.10. The Team will review local hydrology reports and conditions as concerns the drainage areas behind the existing/proposed levees. We will determine if additional hydrologic modeling is required in order to demonstrate levee compliance.

Assumptions:

- Additional modeling will be considered outside this scope of work, and a scope and fee will be determined for the JPA if necessary.

Deliverables:

- Technical Memorandum

2.5 Geotechnical Design Review

The Project Team's geotechnical consultant, GEI, will review the geotechnical study by the USACE related to the Creek Feasibility Study and develop the required geotechnical work scope for final design of the project.

Assumptions:

- The Project Team will document the results of the review in a memorandum and will meet internally to discuss the findings. Findings will be shared with the JPA, as per Task 2.1.

Deliverables:

- Review USACE geotechnical study and provide results of findings.

2.5.1 TIE-IN AND WALL REALIGNMENT

The HDR Project Team will need to review the Schaaf & Wheeler design and data that has been provided, in detail. This will likely include some coordination with Schaaf & Wheeler for questions and clarification. A nominal number of hours have been included for this task..

Assumptions:

- *Schaaf & Wheeler is being retained by the City of Palo Alto to address the hydraulic impacts of existing and future flood stages on the pump station functionality and the relocation of the 96" outfall line.*

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- We assume the pump station structure, discharge retaining walls and appurtenances are structurally and geotechnically acceptable as is, and tie-ins and details will be possible without redesign of existing structures.

2.6 Hazardous Material Review

The project team will review the Hazardous, Toxic, and Radioactive Wastes (HTRW) study previously prepared by the USACE that is related to the Creek Feasibility Study, and propose any additional work that may be required for the final design.

In addition to considering activities that might affect construction workers, the team will review the HTRW study for discussions of pesticide and roadway runoff, human waste, vandalism and litter issues that have been of concern to the San Francisquito Creek community.

Assumptions:

- No fieldwork or analytical tests will be required.
- Issues of concern will be based on appropriate residential screening levels for soil and water.

Deliverables:

- Technical Memorandum stating the scope of the HTRW review, and noting any recommended additional work.

2.7 California Environmental Quality Act (CEQA) Document Coordination

The Project Team's environmental consultant will coordinate with the JPA and the environmental compliance consultant to verify and guide the project design in a manner consistent with the CEQA project description, and see that any Best Management Practices (BMPs), and avoidance or minimization measures are incorporated in the construction documents.

2.8 Design Technical Memorandum

The team will prepare a Design Criteria Technical Memorandum describing the guidelines to be used for all aspects of the design; this memo may be developed as several sets of guidelines to address distinct design criteria categories. This Technical Memo will be submitted to the JPA for review and comment. While this is not a USACE project and the levees are not Federal Project levees, this memo would likely benefit from their review and comment; however, incorporation of these comments is not assumed for the purposes of this scope of work. In addition, design criteria and format will likely include input from the JPA's member agencies, which the Project Team welcomes as part of healthy discussion and design checks and balances.

Deliverables:

- HDR will submit five (5) hard copies and one (1) electronic copy of the draft Design Criteria Technical Memorandum, incorporate consolidated comments from the JPA, and submit five (5) hard copies and one (1) electronic copy of the Final Design Criteria Technical Memorandum.

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Task 3 Geotechnical Investigation

3.1 Fieldwork

In accordance with Tasks 3.1.1 through 3.1.7 of the RFP, the fieldwork will include several subtasks including planning the work, obtaining encroachment and drilling permits, verifying access and the presence of utilities (both underground or overhead), hiring and coordinating with the drilling subcontractor, drilling and backfilling the borings, logging the borings, and surveying the boring locations.

The scope of work is based on a drilling program that requires no more than 5 days in the field (maximum 5 days of drilling) and consists of the following:

- Six borings along the flood wall alignments, drilled to depths of up to 45 feet from the current levee crest grade to characterize the flood wall and structural foundations
- Six to eight borings along the remainder of the alignment drilled to depths of up to 15 feet below the current levee crest grade to characterize on-site materials for excavation and grading recommendations
- Prior to commencing fieldwork, the team's geotechnical consultant will submit a Fieldwork Plan for each phase of the work for JPA review and comment. This Fieldwork Plan will include:
 - A written narrative of the work to be performed and any special conditions noted for the fieldwork
 - Description of drilling and safety equipment and procedures to be used
 - A exploration site plan and table showing the team's recommendations on exploration locations, plan depths, and types of exploration to be performed
 - A schedule showing the fieldwork to be performed and who will be doing it
 - The cell phone number where the geotechnical consultant's project manager or a representative can be reached
 - The Health and Safety Plan
 - The Best Management Practices (BMPs) for pollution prevention to be followed
 - The proposed drilling contractor(s), including proof of insurance and C-57 license
 - The names of the individuals logging the borings
 - The proposed testing lab and proof of their current accreditation
 - *The Sampling and Analysis Plan (SAP)*

Deliverables:

- Draft and Final Fieldwork Plan
- Boring Logs, included in the Geotechnical Report, Task 3.4.

Assumptions:

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- The Project Team will obtain encroachment permits for site access and drilling permits from San Mateo and Santa Clara Counties
- The Project Team will be able to indentify private utilities that are not covered under USA, via the utility location services described in Task 2.3
- No piezometers will be installed
- Drilling locations will be accessible with truck mounted equipment
- There will be no restriction on hours for fieldwork
- Drill cuttings and fluids may be disposed of on site
- No hazardous materials, weather conditions, or site access restrictions will impede the geotechnical consultant's fieldwork

3.1.1 TIE-IN AND WALL REALIGNMENT ANALYSIS, RECOMMENDATIONS & REPORT

The JPA has requested that the flood wall tie into the San Francisquito Creek Storm Water Pump Station, and that the flood wall be realigned downstream of the pump station, in order to avoid a SCVWD mitigation area. Moving the wall away from the creek will result in a scenario where a sheet pile wall is likely no longer the most efficient or easily constructible installation. A concrete wall is proposed by HDR and GEI as an acceptable alternative, and will need to be analyzed and designed in addition to the sheet pile wall required for the rest of the project's flood wall alignment. In addition, GEI will need to perform a geotechnical analysis and document the site-specific outcomes to possible failure modes in that area, if we want to include the pump station building as part of the flood protection system. Specifically, from a geotechnical perspective, HDR's Team will:

- *address the suitability of existing information (particularly the Lowney borings) for this analysis, and why GEI recommends further exploration prior to analysis, then complete additional field explorations;*
- *analyze for seepage, stability, overturning, etc., per 44 CFR 65.10, and prepare a memo presenting the findings and recommendations;*
- *address the possibility for shallow foundation flood walls tying into either side of the pump station, as opposed to deep foundations, similar to the sheet piles we were originally proposing at the hinge and through the discharge channel. Analysis and design of shallow foundation flood walls are assumed for the fee, however an additional line item (subtask 4.3.2.1) has been included in the event a deep foundation design or some sort of ground improvement will be required, as this is a more significant design and would require more effort;*
- *determine geotechnical parameters for design of these realigned and tie-in concrete walls; and*
- *document the process in a geotechnical report.*

Deliverables:

- *Geotechnical parameters for concrete wall design*
- *Analysis of pump station, appurtenances and realigned and tie-in walls to inform design*
- *Documentation of analysis and recommendations*

Assumptions:

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- The HDR Team's analysis will be in accordance with the project's established design criteria, according to the USACE, and 44 CFR 65.10 for design levee and freeboard elevations determined by freeboard. As the inclusion of the pump station in the flood protection system is unusual, the HDR Team reiterates that it can make no guarantees as to the acceptability of this decision or the design process or documentation to the USACE, any certifying body, or to FEMA. The HDR Team will follow applicable design criteria and document appropriately in order to support its acceptance, and hopefully, its eventual certification.

3.2 Laboratory Testing

Laboratory tests will include moisture, density, Atterberg limits, grain-size distribution, consolidation, and shear strength, as appropriate. We plan to use Cooper Testing of Palo Alto to perform the laboratory tests.

Prior to commencing laboratory testing for the work, GEI will submit a Laboratory Testing Plan for JPA review and concurrence. This testing plan will include a list of selected soil samples and proposed testing for the sample.

Deliverables:

- Laboratory Testing Plan
- Laboratory testing results

Assumptions:

- Standard-size samples
- ~~Environmental or corrosion testing of samples is not included.~~ Environmental or corrosion testing of samples will be included.

3.3 Geotechnical Engineering Analyses, Evaluations and Recommendations

3.3.1 ENGINEERING ANALYSIS

Based on the information collected from the review of available geotechnical and geologic information, and on the results of the field exploration and laboratory testing, the team's geotechnical consultant will perform appropriate engineering analyses to develop geotechnical conclusions and recommendations for the proposed project. These analyses and evaluations will be submitted as a part of the geotechnical report and will include:

- Site characterization and evaluation of engineering properties of the soils
- A description of groundwater conditions
- Design criteria for cut and fill slopes
- Potential usability of onsite materials as fill
- Foundation recommendations and design criteria for required structures
- Evaluation of potential geological hazards including liquefaction, lateral spreading, differential seismic compaction, fault rupture and ground shaking

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- Recommendations for lateral earth pressures (active and passive), filter materials and geotextiles as appropriate
- Design criteria for erosion control measures
- CBR or R-values to be used in the design of pavements for roads and parking areas

Deliverables:

- Analyses results to be included in the Geotechnical Report, Task 3.4.
- *Geotechnical parameters for concrete wall design*
- *Analysis of pump station, appurtenances and realigned and tie-in walls to inform design*
- *Documentation of analysis and recommendations*

Assumptions:

- Separate submittal of engineering analyses and evaluations will not be required.
- Site-specific seismic site response analyses will not be required.
- Electronic drawings of the project alignment with topographic information and preliminary sections will be available prior to the analyses to assist with our evaluation.
- *The flood wall alignment downstream of San Francisquito Storm Water Pump Station will be revised to be outboard of the Water District's existing mitigation area.*

3.4 Geotechnical Report

We will prepare a geotechnical engineering report that would describe subsurface conditions at the site along with our discussions, conclusions and recommendations regarding, but not limited to, the following:

- Vicinity map and exploration location map with pertinent geology, including the approximate location of previous exploration performed by others, if available
- Description of physical properties and characteristics of the subsurface materials including groundwater level and possible seasonal variations in the level
- General site geology and seismicity including seismic design criteria in accordance with the Uniform Building Code (UBC)
- Discussion of liquefaction potential on-site
- Potential usability of on-site materials
- Logs of the exploratory borings
- Recommendations for excavation and site earthwork, including procedures for subgrade preparation and proper placement of fill and backfill
- Recommendations and design criteria for floodwalls and retaining walls including lateral earth pressures,
- Recommendations for erosion control measures, if applicable

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- Foundation recommendations for planned structures
- Pavement design recommendations, if applicable

We will prepare a draft geotechnical report to be submitted as part of Task 3.4. We would review any comments from the team members and the JPA, and incorporate, where appropriate, responses to these comments in the final geotechnical report.

Deliverables:

- Draft Report, three (3) copies provided
- Final Report, five (5) copies

Assumptions:

- One set of review comments between draft and final report

3.6 Plan and Specification Review

GEI will also provide a plan and specification review at the 60 and 90 percent design level. The purpose of the review will be to evaluate if the intent of the geotechnical recommendations and design criteria are accurately reflected in the plans and specifications. The results of GEI's review will be forwarded to HDR as redline markups of plans and specifications in a pdf format, and will be incorporated into the next design submittal stage.

Task 4 Detailed Project Design and PS&E

The Project Team shall generate finished construction drawings, specifications, and estimate of probable construction costs suitable for bidding and construction. PS&E shall be completed for levee realignment and repairs that are to extend from approximately Station 77+62 at the downstream face of Highway 101 to essentially Station 0+00 at the creek mouth.

PS&E shall be reviewed by JPA and the District at the 30, 60 and 90 percent levels, with a 3-week review window assumed for each submittal. The Project Team shall revise PS&E, incorporating consolidated comments from each review. The preparation of PS&E shall include plans, details, cross sections, technical specifications, quantity calculations, and preliminary and final estimates of probable construction costs.

4.1 Utilities

- The Project Team will facilitate the location and mapping of existing utilities in the field by a utility locator. The team will utilize CUS to provide the following services within the project limits including the portion of the Palo Alto Municipal Golf Course shown in the Alternative 3 - Conceptual layout of the Alternatives Analysis report. The utility locator will:
 - Review and become knowledgeable of the existing utility record information gathered by the Project Team

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- Accurately paint or otherwise mark the utility locations in the field following the use of advanced utility location techniques
 - Provide an AutoCAD base file accurately showing all of the utility locations marked in the field indicating the utility type and approximate depth
 - Provide detailed sketches at all major underground structures such as manholes and catch basins, with an emphasis on indicating the rim and pipe invert elevations
- The Project Team will compile base plans showing the gathered utility record information, system mapping from utility agencies, the utility locator’s AutoCAD base mapping, visible surface features, and surveyed locations of utility surface features. The Project Team will prepare hard copy and AutoCAD base files for use in construction document base mapping and utility agency coordination. We will prepare cover letters for utility companies with copies of approved plans to utility agencies for their confirmation and/or location of their facilities. This will include the District, the City of Palo Alto, the City of East Palo Alto, Santa Clara County, West Bay Sanitary District, PG&E, AT&T, Comcast and other agencies that may have utilities in the project limits determined during the initial investigations and review of utility record information.
 - The Project Team will revise the utility base mapping per comments from the utility agencies mentioned above and return the corrected utility mapping to the utility agencies for “information only.”

4.2 30% PS&E Submittals

Thirty percent PS&E shall include analyses, design, preliminary plans, preliminary technical specifications, quantities and an estimate of probable construction cost. An anticipated drawing list is shown in Table 1. The design will be submitted following internal QC review.

4.2.1 QUALITY CONTROL

The 30 percent submittal shall undergo an internal quality assurance/quality control review per the project Quality Control Plan (QCP) prior to submittal.

4.2.2 30 PERCENT JPA REVIEW AND WORKSHOP

A three-week review of 30 percent PS&E is assumed. At the end of the review period, a design review meeting will be held to discuss comments compiled by the JPA.

Deliverables:

- 30% Design Plans and Technical Specifications (10 copies, drawings sized 11x17)
- Technical Memorandum detailing design analysis and any changes to the Planning Study(10 copies)
- Design Calculations, Quantities & Preliminary Estimate of Probable Construction Cost (10 copies)

Table 1 - Preliminary Drawing List:

Drawing Name	Number of Sheets
<i>General</i>	
Title Sheet, Index, Abbreviation and Legend	3 Sheets
General Site Plan	1 Sheet
Survey Control Points	2 Sheets
Levee Stationing and Sheet Plan Layout	1 Sheet
Levee Alignment Tabulation	1 Sheet
Access and Contractor Staging Area Plans	1 Sheet
<i>Civil Plans, Cross Sections and Details</i>	
Curve and Tangent Tables	1 Sheet
Plan and Profile Sheets (1 in = 40 ft)	7 sheets
Cross Sections (1 in = 10 ft)	20 Sheets
Typical Sections	2 Sheets
Planting Plans	7 Sheets
General Notes and Points of Contact	1 Sheet
<i>Soil Borings and Profiles</i>	
Logs of Explorations	8 Sheets
TOTAL	55 Sheets

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- Design Review Meeting attendance by critical team members, draft and final meeting notes

Assumptions:

- JPA will provide the Bestor (2008) topographic survey and/or LiDAR data necessary to lay out the drawings, aerial orthophotos, if available, and any remaining information requested via the Data Request Log, prior to beginning the 30% design effort.

4.3 60% PS & E Submittals

Design will proceed to the 60 percent level, during which comments received on the 30 Percent design will be incorporated. Responses to these comments will be provided to the JPA; any non-concur responses will be resolved with the JPA prior to completion of the task. The 60% submittal will include a full set of drawings, draft technical specifications and Special Provisions, quantities, and an estimate of probable construction cost. An anticipated drawing list is shown in Table 2. Final detailed survey topography and survey control will be included, as provided by the JPA. The 60% PS&E will be submitted following internal QA/QC processes.

4.3.1 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

HDR will prepare a Storm Water Pollution Prevention Plan (SWPPP) Report that includes during-construction and post-construction erosion control and pollution prevention methods. The SWPPP Report will include a description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented. Site plans will show that existing vegetation is preserved where possible and that disturbed portions of the site are stabilized. Use of impervious surfaces for stabilization will be avoided.

4.3.1.1 Hazardous Material Investigation

HDR will conduct a subsurface investigation adjacent to the USPS on District property to determine the extent and nature of contaminants in the soil and groundwater resulting from the installation, operation, and removal of the fuel tanks on the USPS property.

The work will include:

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Table 2 - 60% Drawing List

Drawing Name	Number of Sheets
<i>General</i>	
Title Sheet, Index, Abbreviation and Legend, Notes	4 Sheets
Location Maps and General Site Plan	2 Sheets
Survey Control Points	2 Sheets
Levee Stationing and Sheet Plan Layout	1 Sheets
Levee Alignment Tabulation	1 Sheet
Access and Contractor Staging Area Plans	1 Sheet
Traffic Control and Detour Plans	3 Sheets
<i>Civil Plans, Cross Sections and Details</i>	
Plan and Profiles (1 in = 40 ft)	7 Sheets
Curve and Tangent Tables	1 Sheet
Cross Sections (1 in = 10 ft)	20 Sheets
Earthwork, Floodwall and Other Details	4 Sheets
Planting Plans	7 Sheets
Planting Details	2 Sheets
Irrigation Plans	7 Sheets
Irrigation Details	2 Sheets
Standard Detail Sheets	2 Sheets
General Notes and Points of Contact	1 Sheet
<i>Structural Drawings</i>	
Structural Plans and Elevations	4 Sheets
Structural Details	2 Sheets
<i>Mechanical Drawings</i>	
Mechanical Plans and Layouts	4 Sheets
Mechanical Details	2 Sheets
<i>Electrical Drawings</i>	
Electrical Plans and Diagrams	4 Sheets
<i>Utility Drawings</i>	
Utility Location Reference Table	1 Sheet
Utility Plan Sheets	7 Sheets
Utility Relocation and Protection Details	1 Sheet
Misc Utilities and Notes	1 Sheet

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1. Preparation of a site-specific health and safety plan and a Sampling and Analysis Plan
2. Drilling two soil borings for collection of soil and grab ground water samples.
3. Collect a maximum of two soil samples for analysis for the following: Total petroleum hydrocarbons as gasoline (TPH-g), and benzene, toluene, ethylbenzene, xylenes (BTEX) & methyl tert-butyl ether (MTBE) by EPA Method 8260B.
4. Collect a maximum of two grab groundwater samples for analysis for the following: TPH-g, BTEX & MTBE by EPA Method SW8260B.

Results of the investigation will be included in the SWPPP Report.

4.3.2 UTILITY, PROPERTY OWNER AND AGENCY COORDINATION

The HDR team will coordinate with Utility companies in the project area, property owners in the floodplain (as determined in Task 2.1), and agencies as described herein, in order to produce a design in accordance with Utility and Agency standards. The HDR team will coordinate potholing activities, prepare and issue a notice to property owners (as described in Task 1.5's Additional Recommended Outreach section), prepare high risk utility certifications, assist the JPA with utility agreements, issue Final Notices to Owners to Relocate, and incorporate utility and agency requirements in the PS&E and final Right-of-Way certification.

4.3.3 QUALITY CONTROL

The 60 percent submittal shall undergo an internal quality assurance/quality control review per the project Quality Control Plan (QCP) prior to submittal.

4.3.4 60 PERCENT JPA REVIEW

A two-week review of 60% PS&E is assumed. At the end of the review period, a design review meeting will be held to discuss comments compiled by the JPA.

4.3.5 FLOOD WALL REALIGNMENT AND PUMP STATION TIE-IN

This task will include geotechnical and structural design of the realigned and tie-in walls, and the incorporation into the PS&E. The design criteria document will be supplemented with appropriate references and procedures for this design.

Assumptions:

- A culvert extension of 101 is not considered, nor are design of a new emergency outfall, or anything other than sheet pile wall design in the auto body area.
- Tie-in and realigned floodwalls will be reinforced concrete with no aesthetic or architectural treatment.
- 60% Design Plans, Specifications and Estimate for the realigned tie-in wall, as part of the larger project's PS&E deliverables. Documentation of the overall design process and calculations will be included in the project submittal design documentation.

4.3.6 Potential Alternative Foundation Design

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REVISED EXHIBIT A SCOPE OF SERVICES

As mentioned in Item 3.1.2, analysis and design of shallow foundation flood walls are assumed for the fee, however this subtask has been included in the event a deep foundation design or some sort of ground improvement will be required. An alternative foundation, such as a deep foundation or ground improvement is possible given the potentially weaker and permeable lenses encountered, if somewhat inconsistently, in the historical Lowney borings in the general area. Should additional borings completed under this additional scoped effort reveal soil conditions that necessitate alternative foundations or ground improvement, the differences associated with this more significant design are included herein.

Assumptions:

- This scope and fee will only be required if additional borings completed under this additional scoped effort reveal soil conditions that necessitate alternative foundations or soil improvement. If not, this scope and associated budget will not be required or spent

4.3.7 Boardwalk General Plan

Design will begin when an aesthetic alternative is chosen by the JPA and approved by the ARB. It is assumed that due to the timing of this review and approval, the boardwalk design will be included in the 90% and 100% project design submittals.

Based on the boardwalk conceptual design approved by the JPA and the Palo Alto Architectural Review Board, that includes the proposed location of the boardwalk, boardwalk type, width and minimum span length based on hydraulic requirements, HDR will develop the boardwalk structure layout in accordance with Caltrans pedestrian overcrossing design practices and in English units. During this initial task, HDR will also perform a scour analysis in order to feed the structural design.

Boardwalk General Plan – HDR will prepare 1"=20' scale Boardwalk General Plan using alignment and profile approved by the client. General plan will include plan, elevation and typical section of proposed boardwalk. This General Plan will be submitted prior to the 90% submittal, in order to obtain concurrence in time for a design incorporated into the 90% submittal package. A two week JPA review of the General Plan is assumed.

HDR will perform an independent analysis to determine the extent of potential scour at the bridge piers and abutments of Friendship Bridge. An allowance will be made for estimated long term channel degradation and localized scour. Localized scour components may include bridge structure scour (such as abutment scour and pier scour), bend scour, bedform scour, thalweg migration and channel contraction scour. The reasonableness of the results will be checked using another accepted method of hydraulic analysis. Geotechnical soils data used in this scour analysis will be taken from the geotechnical information already collected from borings within close proximity of Friendship Bridge. A final report summarizing the procedure, assessment, and scour results will be produced. The final report will go through internal QA/QC and all comments will be addressed before submitting the report to the JPA.

Deliverables:

San Francisquito Creek Joint Power Authority
San Francisquito Creek - East Bayshore Road to SF Bay Design
Amendment No. 1

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- 60% Design Plan and Technical Specifications in Caltrans format and Special Provisions (10 copies, drawings sized 11x17)
- *In the event a deep foundation design or some sort of ground improvement will be required, documentation and deliverables for Subtasks 4.3 through 4.5 would include deep rather than shallow foundation references, calculations, analysis, design and documentation.*
- Five (5) copies each of 11"x17" Boardwalk General Plan, Hydraulic Scour Report
- Design Calculations
- Responses to 30% Comments
- Technical Memorandum (10 copies)
- Design Calculations, Quantities & Preliminary Estimate of Probable Construction Cost in Caltrans format. (10 copies)
- SWPPP Report (10 copies)
- Design Review Meeting attendance by critical team members, draft and final meeting notes

Assumptions:

- Technical specifications and Special Provisions will be submitted. It is assumed that the JPA will supply its own General Conditions and compile the specification set if necessary for outside agency review.
- An electronic version of the appropriate deliverables may be made available on the public outreach website mentioned in Task 1.5 for information distribution to impacted utilities, local businesses, concerned property owners, etc.

4.4 90% PS&E Submittals

Design will proceed to the 90 percent level, during which comments received on the 60% design will be incorporated and responses prepared. The 90% submittal will include a full set of drawings, draft specifications, quantities, and an estimate of probable construction cost. Final detailed survey topography and survey control will be included, as provided to the HDR team. The 90% PS&E will be submitted following internal QC.

4.4.1 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

HDR will prepare preliminary SWPPP based on the previously submitted SWPPP Report and in accordance with the California Stormwater Quality Association's (CASQA's) Construction Best Management Practices Handbook. This deliverable will include a site map and details suitable for use in the final SWPPP to satisfy requirements of the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollution Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (NPDES Construction General Permit). Tasks will include:

- Evaluating existing data regarding soil and runoff quality.

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- Developing a plan to disturb the smallest area possible and avoid sensitive areas.
- Listing potential pollution sources in construction area.
- Listing all soil-disturbing activities.
- Preparing a pollution prevention site map that delineates surface waters, steep slopes, areas of soil disturbance, and post construction storm water discharge locations.
- Selecting BMPs for the site.

4.4.2 QUALITY CONTROL

The 90 percent submittal shall undergo an internal quality assurance/quality control review per the project Quality Control Plan (QCP) prior to submittal.

4.4.3 90 PERCENT JPA REVIEW

A two-week review of 90 percent PS&E is assumed. At the end of the review period, a design review meeting will be held to discuss comments compiled by the JPA, Caltrans and other review agencies.

4.4.4 FLOOD WALL REALIGNMENT AND PUMP STATION TIE-IN

This task will include further detail potentially required for the realigned and tie-in walls, and incorporation of JPA comments into the 90% PS&E.

4.4.5 BOARDWALK DESIGN

Upon approval of the Boardwalk General Plan, HDR will complete the design calculations for the boardwalk deck, girders, bents and abutments, incorporating the requirements of the soils report, environmental documents, and permit requirements. A set of detailed boardwalk plans will be prepared, including, as necessary, General Plan, Foundation Plan, Bent Plan, Framing Plan and Railing Plan.

HDR will prepare Technical Specifications for the boardwalk construction based on the latest Caltrans Standard Special Provisions and Standard Specifications. These will be modified, where appropriate, to meet Client standards and requirements.

Engineer's Estimates will be prepared using local unit costs furnished by the Client or included in the latest Caltrans Cost Data Book.

Prior to final plan submittal, HDR will complete a check of the designer's calculations and details to confirm structural adequacy and review for complete and constructible details.

Deliverables:

- 90 percent Design Plan and Specifications (10 copies, drawings sized 11x17)

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- 90% Design Plans, Specifications and Estimate for the realigned tie-in wall, as part of the larger project's PS&E deliverables. Documentation of the overall design process and calculations will be included in the project submittal design documentation.
- Boardwalk Plans, Estimate and Technical Specification, incorporated with 90% submittal (same number and format)
- Responses to 60 percent Comments
- Design Calculations, Quantities & Preliminary Estimate of Probable Construction Cost (10 copies)
- Preliminary SWPPP_(10 copies)
- Design Review Meeting attendance by critical team members, draft and final meeting notes

Assumptions:

- Technical specifications and Special Provisions will be submitted. It is assumed that the JPA will supply its own General Conditions and compile the specification set if necessary for outside agency review. Should the JPA request HDR's standard General Conditions for review and consideration as part of the bid documents, HDR will submit this package as well.
- An electronic version of the appropriate deliverables may be made available on the public outreach website mentioned in Task 1.5 for information distribution to impacted utilities, local businesses, concerned property owners, etc.

4.5 100% PS&E Submittals

Design will proceed to the 100 percent level, during which comments received on the 90% design will be incorporated and responses prepared. The 100 percent submittal will include a full set of drawings, technical specifications and special provisions, quantities, and a final estimate of probable construction cost. One hundred percent PS&E will be submitted following internal QC.

4.5.1 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Based on necessary, collected site-specific information, including grading and/or drainage plans, HDR will prepare the Notice of Intent (NOI) for the subject site in accordance with NPDES Construction General Permit and recommendations to address identification of applicable, effective stormwater and non-stormwater BMPs and schedule of implementation for use during and after construction. Tasks will include:

- Evaluating existing data regarding soil and runoff quality
- Developing a plan to disturb the smallest area possible and avoid sensitive areas
- Listing potential pollution sources in construction area
- Listing all soil-disturbing activities
- Preparing a pollution prevention site map that delineates surface waters, steep slopes, areas of soil disturbance, and post construction storm water discharge locations
- Selecting best management practices (BMPs) for the site

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4.5.2 PERMIT APPLICATIONS

Permit applications will be prepared and submitted per Task 1.3.

4.5.3 QUALITY CONTROL

The 100% submittal shall undergo an internal quality assurance/quality control review per the project Quality Control Plan (QCP) prior to submittal.

4.5.3.1 FLOOD WALL REALIGNMENT AND PUMP STATION TIE-IN

This task will include incorporation of JPA comments into the 100% PS&E and finalization of the design for the realigned and tie-in walls.

4.5.3.2 BOARDWALK DESIGN

Upon receipt of comments and prior to commencing revisions, HDR will schedule a Design Review session, if required, with the JPA to confirm intent of comments. It is our assumption that this review will be concurrent with the overall project's 90% design review meeting.

HDR will incorporate 90% comments into the plans, specifications and estimate.

Deliverables:

- 100% Design Plans and Specifications, stamped by a registered professional (10 copies [1 unbound], drawings sized 11x17, plus 1 full size set on Mylar, 1 electronic copy of all files)
- *100% Design Plans, Specifications and Estimate for the realigned tie-in wall, as part of the larger project's PS&E deliverables. Documentation of the overall design process and calculations will be included in the project submittal design documentation.*
- *Boardwalk Drawings, Technical Specification, Estimate of probable construction cost and design calculation incorporated with 100% submittal (same number and format)*
- Quantities & Final Estimate of Probable Construction Cost, stamped by a registered professional (10 copies)
- Electronic AutoCAD files of the plan set
- Responses to and final resolution of 90 percent Comments
- Project Status Report (including project contacts, memos to RE, utility agreements, permits, right-of-way contracts, report copies)
- Notice of Intent in accordance with *the NPDES Construction* General Permit
- Surveyor's file
- Permit applications and permits per Task 1.3

Assumptions:

- Technical specifications and Special Provisions will be completed. HDR would be pleased to assemble a bid-ready set General Conditions and compile the specification set with General Conditions provided by the JPA.

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- An electronic version of the appropriate deliverables may be made available on the public outreach website mentioned in Task 1.5 for information distribution to impacted utilities, local businesses, concerned property owners, etc.
- Any opinions of probable project costs or probable construction cost provided by the Project Team are made on the basis of information available to the Project Team and on the basis of the Project Team's experience and qualifications, and represents its judgment as an experienced and qualified engineer. However, since the Project Team has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor methods of determining prices, or over competitive bidding or marked conditions, the Project Team does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable costs the Project Team prepares.

4.6 Operations and Maintenance Plan

The development and implementation of Operation and Maintenance (O&M) Standards is as important to the performance of a flood protection system as the design and construction of the system features. The Project Team will prepare an Operations and Maintenance Plan in accordance with industry standards, any relevant USACE guidelines, FEMA criteria as described 44 CFR 65.10, and Water District requirements.

4.6.1 FLOOD WALL REALIGNMENT AND PUMP STATION TIE-IN

This task will include incorporating the realigned and tie-in wall element and any specific issues associated with the walls, pump station, etc. in the Operations and Maintenance Plan scoped at the time of contract award.

Assumptions:

- Schaaf & Wheeler is being retained by the JPA/City of Palo Alto to address the hydraulic impacts of existing and future flood stages on the pump station functionality and 96" outfall relocation. Coordination with Schaaf & Wheeler for required information is anticipated. Redesign of existing pump station machinery or operations are not expected or included in this scope of work.

Deliverables:

- Documentation of requirements specific to the system regarding the pump station and its operation as part of the flood protection system will be included in the project submittal Operations and Maintenance Plan.
- Operations and Maintenance Plan

Task 5 Optional Services

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The project team is submitting a standard unit price list for additional work that may need to be performed due to unforeseen circumstances. The JPA retains sole discretion on the use of funds allocated to this task. Optional services may include, but not be limited to, the following:

5.1 Bidding and Construction Support

After the Final PS&E is submitted, the Project Team would be pleased to assist the JPA during the pre-construction and construction phases of the project. Bidding and construction services shall consist of the following:

5.1.1 BIDDING PHASE

5.1.1.1 Bidding Support (Addenda and Clarifications)

The team shall assist JPA with the bidding process, including responding to provide addenda clarification or answers to technical questions related to the construction drawings from potential bidders.

5.1.1.2 Boardwalk

HDR will provide assistance to the JPA during bidding of the project for the boardwalk in particular. A nominal number of hours have been included to supplement those awarded under the original contract. This assistance will include answering questions regarding the contract documents for the boardwalk during the advertising of the project and assisting the JPA in preparing any boardwalk-related addenda to the PS&E package during the advertisement period.

Assumptions:

The extent of the effort associated with this task is consistent with the hours shown in the attached fee spreadsheet.

Deliverables/Assumptions:

- One (1) addendum to bid documents.
- Two (2) clarifications to bid documents.

5.1.2 CONSTRUCTION PHASE

HDR shall assist the JPA and JPA's Construction Manager as directed by JPA. This support will include the following:

- Attendance at and assistance during the pre-construction conference
- Attendance at resolution meetings
- Assist the JPA in providing responses to Requests for Information, preparation of change orders (review the validity of the request and assist JPA in its response), and letters of clarification regarding interpretation of plans and specifications
- Perform shop drawing and submittal reviews

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- The Project Team shall conduct periodic field visits to observe progress and as requested by JPA. The Project Team shall also attend periodic site meetings between JPA and the Contractor. The Project Team's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Our team shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The team shall not be responsible for the acts or omissions of the contractor or other parties on the project. The Project Team shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of HDR or its subconsultants beyond those set forth in HDR's Agreement with JPA.
- Provide recommendations for changes required by design discrepancies, utility conflicts, or due to other issues which may arise during construction
- Perform a final walk-through inspection when construction is complete

Assumptions:

- One pre-construction meeting will be required
- Two (2) resolution meetings are assumed
- Responses to ten (10) Requests for Information will be required
- Assistance with preparation of two (2) change orders
- Preparation of two (2) letters of clarification
- Review of ten (10) submittals and/or shop drawings (including resubmittals)
- Three (3) site visits, three (3) construction site meetings (in conjunction with site visits), and one (1) final walk-through inspection
- The Project Team shall review submittals from the Contractor as required by the technical specifications for clarification on behalf of the JPA. The team shall review shop drawings submitted by Contractor for work related to this scope of services as requested by JPA. We will review and accept Contractor submittals, such as shop drawings, product data, samples and other data, as required by the specifications, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Project Team's review shall be conducted with reasonable promptness while allowing sufficient time in our judgment to permit adequate review. Review of a specific item shall not indicate that the Project Team has reviewed the entire assembly of which the item is a component. We shall not be responsible for any deviations from the contract documents not brought to our attention in writing by the Contractor. The Project Team shall not be required to review partial submissions nor those for which submissions of correlated items have not been received.

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5.1.2.1 Boardwalk

HDR will provide on-going consultation and interpretation of boardwalk construction documents during the construction of the proposed project. Construction support services will include: structural designer attendance at the project pre-construction meeting; providing on-going consultation and interpretation of contract documents; review and comment on contract change orders related to the boardwalk; and preparation of plan revisions as necessitated by contract change orders.

Assumptions:

- The extent of the effort associated with this task is consistent with the hours shown in the attached fee spreadsheet.
- Response to change orders initiated for the convenience of the Contractor is not included in this scope of work and can be handled on a time-and-materials basis.

5.1.3 RECORD DOCUMENTS (ADDITIONAL COST NOT INCLUDED IN OPTIONS)

Although the RFP does not reference record drawings, this task is recommended in order for the JPA to have a final record of the in-place construction of the flood protection capital improvement project. Should any changes to the construction documents take place during the construction phase, these changes would be captured in the record drawings. Based on change orders and field revisions to the construction drawings, the Project Team can compile record drawings of the constructed improvements for each bid package. Upon completion of the construction contract, the team can compile for and deliver to JPA, a set of Record Documents conforming to the marked-up prints, drawings and other data furnished to HDR by the Contractor. This set of Record Documents shall show the reported location of the work and significant changes made during the construction process. Because these Record Documents are based on unverified information provided by other parties that shall be assumed reliable, the Project Team cannot and does not warrant their accuracy. It is assumed that no changes shall be made to title sheets, standard details, demolition/staging, traffic control plans, boring logs, and the horizontal control plan.

Deliverables:

- Record Drawings

Assumptions:

- As-built information including changes would be provided by JPA and/or Contractor.
- 32 hours of CAD operator time would be required to incorporate all changes, however this effort is not included in the fee at this time.

5.2 Additional Options

5.2.1 FEDERAL CREDIT & FUNDING ASSISTANCE

Should the JPA wish to enlist the assistance of the HDR Project Team for Section 104 Crediting, USACE coordination at the District, Division or Headquarters level, we would be pleased to prepare

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a scope and fee for services tailored to the JPA's needs. Additionally, the HDR Team can assist the JPA with positioning and securing funding by other local, state and Federal means. At present, effort toward this end is not included in the fee, however we would be happy to discuss these optional services with the JPA on request.

5.2.2 GOLF COURSE DESIGN

Should modifications need to be made to the golf course, the Project Team has coordinated with Nickels Golf Group (NGG) to provide golf course consulting and design services. At present, due to the uncertainty associated with impacts to the golf course, no services or fee are included.

V. ADDITIONAL TERMS AND CONDITIONS

Exhibit A Attachment

The following listed Attachment referred to herein is incorporated in this Exhibit A—Scope of Services as though set forth in full:

1. Attachment One—Consultant's Key Staff and Sub-Consultants

(Remainder of page intentionally left blank.)

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**ATTACHMENT ONE TO EXHIBIT A
CONSULTANT AND SUBCONSULTANTS KEY STAFF**

- A. The parties intend for Consultant to assign Amy Gilleran as the Consultant’s Project Manager for the remaining term of the Agreement.
- B. The key staff listed below will be used in the performance of the applicable Scope of Services prescribed for the remainder of this Agreement. The key staff may be assisted by other Consultant staff as necessary.

Consultant’s and sub-consultants key staff assigned to the Project is as follows:

Firm	Key Staff	Discipline/Role
HDR		
Sub		
Sub		

- C. Consultant’s Use of Sub-Consultants
 - 1. Consultant will employ sub-consultants it deems appropriate to the complexity and nature of the required services and said sub-consultants must, if their specialty is licensable, be licensed by the State of California to perform their specific services.

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CONSULTANT AND SUBCONSULTANTS KEY STAFF**

2. Consultant must obtain Authority's approval of all sub-consultants.
3. Upon Authority's request, Consultant must provide copies of all sub-consultant contract Agreements.
4. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.
5. The Consultant will employ the following sub-consultants for this project:

- a. **Discipline/Specialty:** Geotechnical Engineering

Name of Sub-consultant: GEI Consulting Engineers, Inc.

Address:

180 Gran Ave., Suite 1410
Oakland, CA 94612

Phone: 510-350-2906

Name of Contact: Mark Freitas

E-mail Address: mfreitas@geiconsultants.com

- b. **Discipline/Specialty:** Environmental Consulting

Name of Sub-consultant: ICF International

Address:

75 East Santa Clara Street, Suite 300
San Jose, CA 95113

Phone: 408-216-2800

Name of Contact: Matthew Jones

E-mail Address: MJones@icfin.com

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c. **Discipline/Specialty:** Surveying

Name of Sub-consultant: Towill, Inc.

Address:

2081 Bering Dr., Suite K
San Jose, CA 95131

Phone: 408-453-6300

Name of Contact: john.pettley@towill.com

- D. None of the above named Consultant staff or sub-consultants will be replaced without the approval of the Authority's Project Manager. If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the Authority, on written notice from Authority's Project Manager, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to the Authority.
- E. The Authority's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant as an administrative modification to this Agreement.

(The remainder of page intentionally left blank.)

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**REVISED EXHIBIT B
MAJOR MILESTONE SCHEDULE**

- A. Upon approval of this Agreement by the Authority, the Authority will issue a Notice-to-Proceed.
- B. Consultant shall submit, for Authority approval, a detailed Project Schedule as part of the Work Plan, defining due dates for major items of work within 4 calendar weeks of receiving the Notice-to-Proceed. In addition, Consultant agrees to submit monthly progress reports to define the status of work, and to exercise the methods of Project Control as outlined in the Scope of Work to perform the work. In the event the work falls behind schedule, or starts to exceed the cost estimate for the tasks associated with the appropriate milestone, the Consultant shall notify the Authority immediately and develop and describe in writing to the Authority, proposed measures to remedy the situation. Such measures shall be subject to approval by the Authority.
- C. The Major Milestone Schedule is presented in Table C1 below. Consultant shall strive to meet the deadlines defined in this milestone schedule. Authority's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.

Table C1 – Major Milestone Schedule

Major Milestone	Date of Completion
30% PS&E	9/15/2010
Geotech Field Works and Analysis	8/9/2011
60% PS&E	10/3/2011
90% PS&E	12/19/2011
100% PS&E	1/31/2012

- D. This Agreement expires June 30, 2013, unless its term is modified prior to its expiration by a written amendment hereto, signed by both parties.
- E. The Consultant must complete the Scope of Services as listed in Revised Exhibit A of this Agreement Amendment as per the fee schedule provided in the Revised Exhibit C. Task and deliverable schedules will only be changed with advance written approval by the Authority.

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CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

**REVISED EXHIBIT B
MAJOR MILESTONE SCHEDULE**

- F. Project Delays—The Consultant will make all reasonable efforts to complete the Scope of Services on or before the expiration of this Amendment. In the event the project schedule will be delayed, Consultant will notify the Authority as soon as possible providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, Authority may at its discretion grant a reasonable adjustment in the Schedule of Completion.

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**REVISED EXHIBIT C
FEES AND PAYMENT**

A. General

1. Consultant will prepare invoices for all services to be provided by Consultant for services as set forth in Exhibit A of this Agreement based upon base salary costs as set forth in Table B2- Hourly Rate Schedule of this Exhibit C plus direct non-salary expenses and subcontractor fees.
2. Billings will be considered as measurement of progress toward services to be completed. Consultant will be expected to complete the tasks described for the Agreement Total Not-To-Exceed Amount unless otherwise agreed by the Authority and fully justified by the Consultant. The Authority will make payments to Consultant under the terms provided for in this Revised Exhibit C, provided that satisfactory progress toward task completion is being made, and sufficient amounts remain unpaid to complete services left undone at the time of the progress billing. Payments made by the Authority to Consultant for services rendered shall be considered full compensation for all personnel, materials, suppliers, subcontractors, and equipment used by Consultant to complete the services.
3. Consultant is not authorized to provide services or incur expenses beyond the Agreement Not-To-Exceed Total Amount or authorized limit and will not receive reimbursement for and rather shall itself be responsible for any and all expenses incurred beyond the Agreement Total Not-To-Exceed Amount in order to perform the services as defined in Revised Exhibit A, unless specifically approved and authorized by the Authority Board of Directors ("Board"), or Executive Director as authorized by the Board. The Consultant guarantees that it will complete the contracted scope of services for the Agreement Total Not-To-Exceed Amount.

B. Total Funding Authorized Under this Agreement

For work performed to the satisfaction of the Authority, and as described in Revised Exhibit A, payment will be based on Table B1 – Task/Fee Breakdown of this Revised Exhibit C but under no conditions, without prior written authorization by Authority, will the total payment under terms of this Agreement exceed a total amount of \$1,042,014 over the term of this Agreement nor at any time during this Agreement will the accumulated payment exceed the total funding authorized under this Agreement.

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**REVISED EXHIBIT C
FEES AND PAYMENT**

C. Task Fee Breakdown

The Agreement Total Not-To-Exceed (NTE) Amount of this Agreement consists of the following major tasks as shown in Table B1 – Task/Fee Breakdown of this Revised Exhibit C. No work will be performed or costs paid by the Authority to Consultant in Task 5. Optional Services without prior written authorization by the Authority as described in Revised Exhibit A.

Table B1 — Task/Fee Breakdown

Task	Description	Original Agreement NTE Amount	Additional Cost	Amendment No. 1 Total NTE Amount
1	Project Management	\$101,920	\$61,609	\$163,529
2	Design Concept Review/Concurrence	\$65,252	\$77,421	\$142,673
3	Geotechnical Investigation	\$112,896	\$60,526	\$173,422
4	Detail Project Design and PS&E	\$332,847	\$130,518	\$463,365
5	Optional Services	\$88,847	\$10,178	\$99,025
Agreement Total NTE Amount		\$701,762	\$340,252	\$1,042,014

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER
CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

**REVISED EXHIBIT C
FEES AND PAYMENT**

D. Terms and Conditions

Payments for services completed, as defined in Exhibit A, shall be based on the following terms:

- Authority will pay for services provided by Consultant based on time and materials in accordance with the rates in Table B2 - Hourly Rate Schedule for professional, technical, and administrative personnel and the NTE fees presented in each Task presented in Table B1 – Task/Fee Breakdown. This amount to be paid by the Authority as described above is intended to cover direct salary costs, fringe benefits, general and administrative overhead costs not separately accounted for in this Agreement, and profit.

Table B2 – Consultant Hourly Rate Schedule

Category	Hourly Rate
Principal - QA/QC	\$235
Project Manager	\$225
Senior Civil/ Senior Geotech Engineer	\$210
Civil/Geotech Engineer	\$140
Senior Hydraulic Engineer	\$210
Hydraulic Engineer	\$140
Senior Structural Engineer	\$220
Structural Engineer	\$140
CADD Technician	\$135
GIS	\$90
Certified Industrial Hygienist	\$155
PG	\$164
Geologist	\$64
Senior Public Outreach	\$155
Controller	\$120
Clerical	\$102

- Consultant Hourly Rate Schedule for this Agreement, as shown in Table B2, exclude travel time and are inclusive rates.

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER
CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

**REVISED EXHIBIT C
FEES AND PAYMENT**

3. The hourly rates stated in Table B2 are effective as of the date this Amendment No. 1 is fully executed by the parties of this Agreement unless otherwise revised as indicated. After twelve (12) months from the effective date this Amendment No. 1 is entered into by both parties ("Anniversary Date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the Authority, provided Consultant submits written notice to Authority of Consultant's request to revise the hourly rates ninety (90) calendar days prior to the Anniversary Date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the Authority's Executive Director.
4. Consultant is required to provide a Monthly Progress Report with each monthly invoice in accordance with Revised Exhibit A, that includes milestones and deliverables completed to date, estimate of work required to complete the Agreement, explanation of any significant variances in percentage of work to be completed compared to percentage of budget remaining, and any anticipated changes to the Agreement that may be necessary to complete the scope of the work. Consultant will be required to state clearly and affirmatively in writing whether or not the Agreement work is on schedule, within the Total NTE Amount, and what if any problems or deviations have been identified.
5. Monthly Invoices will represent the percentage of the work performed of the total Task and will be consistent with Revised Exhibit A - Scope of Services.
6. Monthly invoices of personnel and other direct charges will be summarized and tracked by individual and by category/class as set forth in Table B2, Task/Fee Breakdown.
7. Unused fees from a completed Task may be reallocated to a later Task upon written authorization from the Authority provided that the Agreement Total NTE Amount is not exceeded. However, transferring of fees from future tasks to current or previously completed Tasks will not be permitted. Any reallocation of fee amounts between Tasks will be clearly noted and described in the subsequent Monthly Project Report to the Authority.
8. Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the work required.
9. Authority will pay undisputed invoices within 40 calendar days from date invoice is approved by Authority's Project Manager.

**AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN SERVICES FOR FLOODWATER
CONVEYANCE IMPROVEMENT ON SAN FRANCISQUITO CREEK**

**REVISED EXHIBIT C
FEES AND PAYMENT**

10. Direct expenses incurred by Consultant for sub-consultants providing professional services will be reimbursed at actual cost plus 5%.
11. Outside Services (laboratory testing, field drilling, sampling, contract temporary labor) will be reimbursed at actual cost plus 5%.
12. Automobile travel expenses in Consultant owned vehicles will be paid at the current IRS rate. Authority will not reimburse Consultant for travel to and from Authority Office. Authority will compensate Consultant for mileage incurred from Authority Office to Project site, if directed or authorized by the Authority.
13. All other direct expenses not included in overhead, including but not limited to: mapping, renderings, leased equipment, mailing and delivery services, printing services, film and processing, plotting, supplies (other than standard office supplies) and other direct expenses approved by the Authority, shall be reimbursed at actual cost. For direct expenses, copies of invoices with all attachments shall be submitted.
14. The Authority shall retain an amount not to exceed 10% of each invoice. The retention shall be task-based and shall be released upon the satisfactory completion of each task. Satisfactory completion for each task is defined as when all work has been completed, deliverables have been accepted by the Authority, and no further charges will be invoiced to that specific task. The Authority shall be the sole party to determine satisfactory completion of each task.
15. Prevailing Wages:
 - a. The services to be performed pursuant to the Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.



RESOLUTION No. 11-6-23-B
Resolution of the Board of Directors of
The San Francisquito Creek Joint Powers Authority (SFCJPA)

AUTHORIZING THE SFCJPA EXECUTIVE DIRECTOR
TO EXECUTE AMENDMENT NUMBER ONE
TO THE CONTRACT WITH HDR, INC. FOR ADDITIONAL WORK NOT TO EXCEED \$340,252.00
TO COMPLETE DESIGN SERVICES FOR FLOODWATER CONVEYANCE IMPROVEMENTS ON
SAN FRANCISQUITO CREEK FROM EAST BAYSHORE ROAD TO SAN FRANCISCO BAY

WHEREAS, the founding SFCJPA Agreement provides for the authority to receive, collect and disburse monies, and

WHEREAS, the founding SFCJPA Agreement provides the authority to make and enter into contracts, and

WHEREAS, on November 3, 2009 the SFCJPA entered into contract with HDR, Inc. (Contract) to conduct design services for the purpose of reducing flooding and providing other benefits to San Francisquito Creek and surrounding communities, and

WHEREAS, costs associated with the Contract have exceeded the amount provided for by the Contract, and

WHEREAS, the SFCJPA shall utilize funding provided by Amendment Number One to the Project Funding Agreement by and among the SFCJPA, the San Mateo County Flood Control District, and the Santa Clara Valley Water District to pay for these additional costs.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Francisquito Creek Joint Powers Authority hereby authorizes the Executive Director to execute Amendment Number One to the contract with HDR, Inc. for an additional amount not to exceed \$340,252.00 to complete design services for the purpose of reducing flooding and providing other benefits to San Francisquito Creek and surrounding communities.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Vice Chairperson Date: 6/23/11

Chairperson Date: 6/23/11

APPROVED AS TO FORM:

Gregory W. Stepanovich

Legal Counsel Date: 6/20/11

San Francisquito Creek Joint Powers Authority

June 23, 2011 Board Meeting

Agenda Item 6

Informational Items

a) Highway 101 – El Camino Real Project: Planning and Design Update

As has been discussed at previous Board meetings, SFCJPA and Santa Clara Valley Water District staff have been working for over a year with other member agency staff and members of the public to develop project alternatives that could address the flooding, environmental and recreational interests upstream of Highway 101. At previous Board meetings we presented these alternatives, which include modifying bridges, removing bottlenecks in the channel, building floodwalls, a bypass culvert and upstream floodwater detention facility.

The outcome of this effort is useful for our work with the Corps of Engineers as we develop project alternatives based on aspects of the federal Feasibility Study and as federal appropriations slow. Just as importantly, it is useful in our discussions with members of the community, who are eager to see solutions implemented as part of a federal process or otherwise.

In recent months, we have further developed three of these alternatives – modifying bridges, removing bottlenecks in the channel, building floodwalls – to a point that we are now ready to seek specific feedback on these alternatives from staff from each SFCJPA Member Agency and additional members of the public. Sample slides from this work will be shown at the June 23 Board meeting, and to the annual meeting of the Crescent Park Neighborhood Association on June 21. The design drawings will be distributed to Member Agency staff beginning early next week, and we will host a meeting on this material with them in July. This item is for the Board's information and no action is requested at this time.

b) California Citizens Redistricting Commission Draft Maps

Following the passage of Proposition 11 on the November 2008 statewide ballot, the California Citizens Redistricting Commission was created to redraw the boundaries of the State's Congressional, State Senate, State Assembly, and State Board of Equalization districts following the federal census. Earlier this month, the Commission released its first Draft Maps of new district boundaries, which would become effective for the June 2012 election. If implemented without changes, the Draft maps for the State Senate, Assembly, and Board of Equalization districts would not result in changes for representation in Sacramento of residents of the San Francisquito Creek watershed.

However, the draft maps for the Congressional Districts have the downstream areas of the watershed becoming the boundary between a revised District south of the creek (currently held by Rep. Anna Eshoo) and a revised District to the north (currently held by Rep. Jackie Speier). The Draft Maps will be presented for information only at the June 23 SSFCJPA Board meeting. The Commission has several public hearings on the Draft Maps planned for the next month, and SFCJPA staff will monitor the progress of their work and report to the Board as new information becomes available.