



SAN FRANCISQUITO CREEK
JOINT POWERS AUTHORITY
SFCJPA.ORG

**Notice of Regular Meeting of the
BOARD OF DIRECTORS
City of Palo Alto Council Chambers
250 Hamilton Avenue, Palo Alto, California
June 27, 2019 at 3:30 p.m.**

AGENDA

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF MEETING MINUTES: May 23, 2019 Regular Board meeting
4. PUBLIC COMMENT – *Individuals may speak on any topic for up to three minutes; during any other Agenda item, individuals may speak for up to three minutes on the subject of that item.*
5. REGULAR BUSINESS – Executive Director’s Report
 - a. Upstream of Highway 101 project: update on Draft EIR and on Corps of Engineers partnership
 - b. Update on the City of Palo Alto project to replace Newell Road Bridge
 - c. Consider authorizing the Executive Director to execute an Agreement with the Santa Clara Valley Water District to fund design modifications to align the creek with the new West Bayshore Road bridge
 - d. Consider authorizing the Executive Director to execute contract Amendment No. 8 with HDR, Inc. to prepare design modifications to align the creek with the new West Bayshore Road bridge
 - e. SAFER Bay project: discuss the Public Draft Feasibility Report for the City of Palo Alto shoreline
6. BOARD MEMBER COMMENTS – *Non-agendized requests or announcements; no action may be taken.*
7. ADJOURNMENT

PLEASE NOTE: This Board meeting Agenda and supporting documents related to items on the Agenda can be viewed online by 3:30 p.m. on June 24, 2019 at sfcjpa.org -- click on the “Meetings” tab near the top.

NEXT MEETING: Regular Board meeting, July 25, 2019 at 3:30 PM, City of Menlo Park Council Chambers

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Agenda Item 3
May 23, 2019 Board Meeting Minutes

Director Kremen called the meeting to order at 3:34 p.m. at the City of East Palo Alto Council Chambers, East Palo Alto, California.

DRAFT

1) ROLL CALL

Members Present: Director Kremen, Santa Clara Valley Water District (Valley Water)
Director Liz Kniss, City of Palo Alto
Director Pine, San Mateo County Flood Control District

Members Absent: Ruben Abrica, City of East Palo Alto
Drew Combs, City of Menlo Park

Alternates Present: Director Taylor, City of Menlo Park

JPA Staff Present: Len Materman, Executive Director
Kevin Murray, Staff
Tess Byler, Staff
Miyko Harris-Parker, Staff

Legal Present: Tricia Ortiz

Others Present: Trish Mulvey, Palo Alto Resident; Dennis Parker, East Palo Alto resident;
Jerry Hearn, Portola Valley Resident; Kamal Fallaha, City of East Palo Alto;
Ann Stillman, SMCFCO; Fariborz Heydari and Mike Sartor, City of Menlo
Park, Alec Nicholas, Valley Water, Michel Jeremias, City of Palo Alto

2) APPROVAL OF AGENDA

Director Pine made a motion to approve the agenda. Director Taylor seconded. Agenda approved 3-0. Director Kniss not present at the time of approval. Director Abrica and Director Combs not present.

3) APPROVAL OF BOARD MEETING MINUTES: FEBRUARY 28, 2019 REGULAR BOARD MEETING

Director Pine made a motion to approve the April 25, 2019 Regular Board meeting minutes. Director Taylor seconded. April 25, 2019 Regular Board meeting minutes approved 3-0. Director Kniss not present at the time of approval. Director Abrica and Director Combs not present.

4) PUBLIC COMMENT

None.

5) REGULAR BUSINESS

Consider adopting Resolution 19.5.23 of the Board of Directors, approving the 4th Amendment to the Employment Agreement with the Executive Director and amending the Fiscal Year 2018-19 SFCJPA Salary Schedule

Director Kremen presented Resolution 19.5.23 to the Board for consideration. Director Pine commented on Mr. Materman's great work and commitment to the SFCJPA. Director Kremen made a motion to adopt Resolution 19.5.23 of the Board of Directors, approving the 4th Amendment to the Employment Agreement with the Executive Director and amending the Fiscal Year 2018-19 SFCJPA Salary Schedule. Director Taylor seconded. Motion to approve Resolution 19.5.23 of the Board of Directors, approving the 4th Amendment to the Employment Agreement with the Executive Director and amending the Fiscal Year 2018-19 SFCJPA Salary Schedule approved 3-0. Director Kniss not present at the time of approval. Director Combs and Director Abrica not present.

Consider adopting the Fiscal Year 2019-20 SFCJPA Salary Schedule

Director Pine made a motion to approve the Fiscal Year 2019-20 SFCJPA Salary Schedule. Director Kremen seconded. Motion to approve the Fiscal Year 2019-20 SFCJPA Salary Schedule passed 3-0. Director Kniss not present at the time of approval. Director Abrica and Director Combs not present.

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Upstream of Highway 101 project update

Director Kniss arrived at 3:42 pm.

Mr. Materman provided an update on the project upstream of highway 101. Mr. Materman reminded those present that the first of three Draft EIR public hearings for the San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation Project Upstream of Highway 101 would occur that evening (May 23, 2019) at the Laurel School Upper Campus from 7:00 pm – 8:30 pm. He also mentioned that the next two hearings will take place at the same time on Wednesday, May 29 in the East Palo Alto City Hall Community Room, and on Wednesday June 5 at the Palo Alto Art Center.

Director Kremen asked if any public comments had been received on the DEIR and what process staff would follow in terms of presenting those comments to the Board. Mr. Materman replied saying that all comments would be collected by the next Board meeting on June 27, as the comment period closes on June 19, and we will discuss a summary of comments at that Board meeting.

Director Kniss questioned if Stanford would make the decision alone on which project to pursue upstream and if the SFCJPA would use stronger methods to encourage Stanford to move this forward. Mr. Materman explained that we are giving Stanford the opportunity to pursue its preferred project at Searsville Dam, which provides flood protection benefits, and through Stanford's General Use Permit process with Santa Clara County the SFCJPA will continue to encourage that the University move forward with detention. Director Kniss questioned if there was anything in writing from Stanford regarding its plans for Searsville. Director Kniss also questioned if the SFCJPA is prepared to move forward with our own plan if Stanford chooses not to do a project. Mr. Materman replied saying that there are not any written agreements at this time and that the SFCJPA does plan to move forward with one or more detention basins if Stanford does not move forward with a project that provides floodwater detention. Mr. Murray stated that Stanford may run into issues with the regulatory process which can impact the process. Mr. Materman will request that Tom Zigterman or other senior Stanford staff to provide the Board with an update on Stanford's plans for Searsville.

Mr. Materman presented a table showing projected project funding, and noted that as of today the only local funding programmed for the project is \$7 million from Valley Water. Mr. Materman stated we secured grants from Caltrans and CalOES/FEMA, and will soon apply for a grant from the State (Proposition 1). Mr. Materman also noted that SFCJPA and Valley Water staff are working with the Corps of Engineers on a funding source that we estimate could net \$8 million dollars but is very uncertain. Mr. Materman stated that in the unlikely event that all potential funds discussed today are received, we would have almost all of the estimated \$34 million cost of the project.

Trish Mulvey, Palo Alto resident, asked if upstream detention is in place what impact will it have on flood insurance? Mrs. Mulvey commented that the City of Palo Alto has not been sending communications regarding Newell Bridge in the usual fashion and she hopes that City staff will adopt a process similar to that of the SFCJPA and Valley Water when communicating with the public. Mrs. Mulvey asked whether delays in the Newell project could impact the SFCJPA project.

Mr. Materman thanked Mrs. Mulvey for her questions and explained that Pope-Chaucer Bridge can be built at the same time as, or after Newell, but not before. If Newell is not rebuilt in 2020, it might impact the SFCJPA project schedule; if Newell is not rebuilt in 2021, we believe it will delay the replacement of Pope-Chaucer. Director Kniss asked if the Palo Alto City Manager is aware of the Newell Bridge impact to the SFCJPA project. Mr. Materman responded that he does not know what the City Manager knows, but that City of Palo Alto Public Works staff are aware of these potential impacts. Director Kniss said that she would look into the Newell Bridge communication issue brought up by Mrs. Mulvey.

Director Kremen asked what is the plan if we do not secure all of the funding outlined by staff. Mr. Materman replied that this summer SFCJPA and Valley Water staff will discuss closing the estimated funding gap with staff at the three cities and San Mateo County.

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Discuss the new San Mateo County Flood and Sea Level Rise Resiliency District

Mr. Materman provided a brief summary of the new San Mateo County Flood and Sea Level Rise Resiliency District, noting that the San Mateo County Flood Control District would be replaced by this new district, which will require a change to the SFCJPA's founding agreement. Mr. Materman stated that in the second half of 2019, staff will bring forward to the Board a discussion of this and other changes to the SFCJPA founding agreement.

Mr. Materman introduced Larry Patterson, a consultant to San Mateo County, who discussed the new San Mateo County Flood and Sea Level Rise Resiliency District. Mr. Patterson presented information on the process to create the agency and its mission. Director Pine acknowledged the work of Congresswoman Jackie Speier, who was instrumental in moving the process along. Director Pine also thanked Mr. Patterson, Mr. Materman and representatives from the County and all twenty cities within San Mateo County who worked hard to make this new agency a reality.

6) BOARD MEMBER COMMENTS: Non-agendized requests or announcements; no action may be taken

Director Taylor requested a follow up on Mrs. Mulvey's question regarding the impact of flood insurance if upstream detention is implemented. Mr. Materman responded that if the SFCJPA's proposed project between Highway 101 and Pope-Chaucer Bridge, and a project to build a detention basin upstream, are implemented, we expect to be able to keep a 100-year storm event from causing flooding in the large floodplain area at and downstream of Middlefield Road. Because we are pursuing both efforts, before we replace the Pope-Chaucer Bridge we plan to analyze whether San Francisquito Creek will have sufficient freeboard to get all properties out of the FEMA floodplain and thus the insurance requirement. Our analysis of freeboard can happen after we have certainty around the project we will build between Highway 101 and Pope-Chaucer and more information about what an upstream detention basin will achieve.

Director Kremen asked staff to bring to the Board an estimate of the cost to build a detention basin upstream.

7) ADJOURNMENT

Meeting adjourned at 4:53 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, Tess Byler, and Miyko Harris-Parker, I am pleased to submit the following:

a. Upstream of Highway 101 project: update on Draft EIR and on Corps of Engineers partnership

Since the last SFCJPA Board meeting, we have held three public meetings – on May 23 in Menlo Park, May 29 in East Palo Alto, and June 5 in Palo Alto – and received approximately 60 verbal and 50 written comments on our Upstream of Highway 101 project Draft Environmental Impact Report. These meetings followed our outreach to 13,000 residences in the three cities, presentations in May on the project at the Menlo Park and East Palo Alto City Councils, and discussions of the elements and impacts associated with this project at recent SFCJPA Board meetings. This outreach went well beyond what is required of such projects so that we may enable the broadest possible participation by members of the public and representatives of agencies and organizations. Comments received from entities or individuals included expressions of frustration at the amount of time that has passed without a completed upstream project since the flood of record in 1998; positive comments about the proposed project moving forward; questions about the process used to select the preferred project; concerns about trees, fish and other wildlife; interest in pursuing an upstream detention project; and temporary construction impacts such as noise and traffic, especially during the replacement of the Pope-Chaucer Bridge. We will summarize and discuss these comments at this Board meeting.

Based on these comments, which will be responded to within the Final EIR, we will improve the document so that the SFCJPA Board of Directors can consider a Final EIR in the early fall of this year. As discussed at the last Board meeting on May 23rd, we continue to pursue construction funding, including a pre-proposal submitted June 3 for a Proposition 1 grant from the State Department of Water Resources.

To supplement grant opportunities and Valley Water funds already committed, SFCJPA and Valley Water staff are examining options for Corps of Engineers funding that does not require Congressional authorization. This effort – instead of continuing with the Corps Feasibility Study begun in 2005 – is tied to the fact that the Corps does not believe it can complete a Feasibility Study on this project before its self-imposed deadline extension, and federal funding for the Study, runs out this fall. After that time, the Corps Study would have to be entirely locally funded, would not be complete for over a year, and then require Congressional authorization to be eligible to receive construction funding. Based on the recommendation of Valley Water and SFCJPA staff, I have concluded that the only certainty associated with the continued pursuit of a Corps Feasibility Study is that it would not result in construction of a federal project upstream of Highway 101 in the time frame we are now pursuing (beginning construction by 2021). We are, however, still pursuing Corps funding through the Corps' Continuing Authorities Program, which does not require Congressional authorization but does have funding and other constraints and thus is far from certain (at the last SFCJPA Board meeting, I listed the likelihood of securing this funding at 30%). At this Board meeting, we will discuss the next steps with the Corps of Engineers.

Finalizing the EIR, securing the necessary permits, land easements, and additional funding needed to construct the project, continues to be our primary focus so that we may begin construction of a project that is supported by the community as soon as possible.

b. Update on the City of Palo Alto project to replace Newell Road Bridge

Since the last SFCJPA Board meeting on May 23rd, the City of Palo Alto and Caltrans released the Draft EIR /Environmental Assessment for the Newell Road Bridge Replacement project. As we have discussed at previous SFCJPA Board meetings, because the current Newell Road Bridge over San Francisquito Creek has less creek flow capacity than the SFCJPA's proposal for a new Pope-Chaucer Bridge upstream, the City must replace Newell Bridge before or at the same time that we replace Pope-Chaucer Bridge.

San Francisquito Creek Joint Powers Authority

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Executive Director's Report

The City proposes to construct a new two-lane bridge that safely accommodates vehicles, bicycles, and pedestrians, and increases creek flow capacity. Four alternatives are considered in the Draft EIR/EA, available at: <https://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=46552.64&BlobID=71534>. The public can comment on the document through July 30, 2019. I have invited City staff to make a brief presentation to the SFCJPA Board on these alternatives, similar to their presentation at public meetings on the Newell project earlier this month.

c. Consider authorizing the Executive Director to execute an Agreement with the Santa Clara Valley Water District to fund design modifications to align the creek with the new West Bayshore Rd. bridge

All of the alternatives for our Upstream of Highway 101 project include widening the creek channel on the Palo Alto side just upstream of the new bridges at Highway 101 and West Bayshore Road. This will replace approximately 400 feet of sacked concrete with a hardened creek bank (due to limited space at the back of Palo Alto private properties). This part of the Upstream of Highway 101 creek project will align the recently-completed bank at these bridges and downstream of Highway 101 as part of the SFCJPA S.F. Bay-Highway 101 project with our upcoming Upstream of Highway 101 project. The bank on the East Palo Alto side upstream of Highway 101 is already aligned and does not need additional work.

The preliminary design of this feature has been completed by engineers at the Santa Clara Valley Water District (Valley Water), who wish to modify that design to a sheet pile retaining wall similar to what we recently installed on the other side of the highway. Valley Water staff believe it is more efficient and less costly to utilize the same firm (HDR, Inc.) that completed the previous sheet pile wall design for the Bay-Highway 101 project to complete this new one. To pay for this modification, the enclosed agreement would provide up to \$150,000 from Valley Water to the SFCJPA so that the SFCJPA may amend its Bay-Highway 101 project engineering design contract with HDR, Inc. The enclosed draft funding agreement was drafted by SFCJPA and Valley Water staff and has been reviewed by legal counsel of both agencies. The proposed contract amendment with HDR is the subject of the next agenda item.

Proposed Board action: Authorize Executive Director to execute the enclosed Agreement with the Santa Clara Valley Water District to fund design modifications to align the creek with the new West Bayshore Road bridge.

d. Consider authorizing the Executive Director to execute contract Amendment No. 8 with HDR, Inc. to prepare design modifications to align the creek with the new West Bayshore Rd. bridge

As described in Agenda Item 5.c. above, the SFCJPA has been asked to amend its existing design contract with HDR so that HDR can modify the design of creek widening on the Palo Alto side as an inlet to West Bayshore Road. This contract modification (Amendment No. 8) and the enclosed Consultant Scope of Work have been reviewed by Valley Water staff and SFCJPA staff and legal counsel. This amendment will increase the not-to-exceed amount of the consultant contract by \$145,065. We do not anticipate the need for any future amendments to this contract and intend to close it out by the end of this calendar year.

Proposed Board action: Authorize the Executive Director to execute the enclosed contract Amendment No. 8 with HDR, Inc. to prepare design modifications to align the creek with the new West Bayshore Road bridge.

e. SAFER Bay project: discuss the Public Draft Feasibility Report for the City of Palo Alto shoreline

At the April 25, 2019 SFCJPA Board meeting, the Board discussed and authorized me to sign a Task Order related to moving forward with design of a portion of the SAFER Bay features to protect East Palo Alto and Menlo Park from extreme tides and substantial sea level rise, and enhance the shoreline of these cities, and restore adjacent marshes. Five years ago, as the SFCJPA was studying the feasibility of this effort, the City of Palo Alto notified us that they desired for the SAFER Bay project to also assess the feasibility of a project with similar benefits for the shoreline of Palo Alto.

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In October 2014, the SFCJPA entered into an agreement with Palo Alto, which provided \$500,000 in funding to the SFCJPA for this purpose. The preparation of the Feasibility Study in Palo Alto was a complex process, as this area is home to an airport, regional water quality control plant with discharges to the Bay, the Palo Alto Flood Basin, and the need to coordinate planning with the City of Mountain View, who is conducting their own planning process for similar future work.

On June 25, 2019, the SAFER Bay Public Draft Feasibility Report for Palo Alto will be available at our website, SFCJPA.org, and we will summarize its contents at this Board meeting. Palo Alto has expressed a desire to use this document as a resource to engage the community in discussion of future improvements along its shoreline. The SAFER project is expected to be an integral component of the City of Palo Alto's Baylands Comprehensive Conservation Plan, which will address future management of that area's conservation and recreational use. Some or all of the SAFER Bay project in Palo Alto may move forward with additional project planning, including development of an EIR and final design, under the leadership of the SFCJPA, or City of Palo Alto, or Valley Water as part of its Shoreline Study with the Army Corps of Engineers and State Coastal Conservancy.

Submitted by:



Len Materman
Executive Director

Agenda Item 5.c.

DRAFT Cost Share Agreement
Between the San Francisquito Creek Joint Powers Authority and
the Santa Clara Valley Water District
For Funding Design Modifications to the West Bayshore Road Inlet Structure

This agreement (Agreement) effective once fully executed (Effective Date), by and between the SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY (Authority), a California joint powers authority 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.

R E C I T A L S

A. San Francisquito Creek has a history of flooding the communities in and around East Palo Alto, Menlo Park and Palo Alto. The most damaging flood occurred in 1998.

B. Following the flood of 1998, the cities of East Palo Alto, Menlo Park, and Palo Alto, along with the San Mateo County Flood Control District and the Santa Clara Valley Water District (Water District), formed the San Francisquito Creek Joint Powers Authority (Authority) on May 18, 1999. These entities are full members of the Authority.

C. Authority and Water District are implementing a comprehensive Flood Protection, Ecosystem Restoration, and Recreation Project (Project) on San Francisquito Creek (Creek).

D. The flood protection features of Phase 1 of the Project, which includes channel widening, floodwall installation, construction of improved levees, marsh habitat improvements, and trail access improvements along the Creek downstream of Highway 101, were completed on January 31, 2019 and the entire Project was accepted as complete by the District on May 14, 2019.

E. At the request of Authority, the California Department of Transportation (CalTrans) modified the U.S. Highway 101, East Bayshore Road and West Bayshore Road bridges over the Creek to accommodate stream flows consistent with the capacity of the improved creek channel downstream. A primary feature of this modification to allow for greater flow to pass underneath these structures was the addition of a fourth culvert.

F. In order to allow upstream flows to enter the fourth culvert underneath the Caltrans structures, the Creek must be widened along the south bank to conform with both the Caltrans structures and the existing sacked-concrete wall and floodwall upstream.

G. Authority and Water District have entered in to a funding agreement to complete environmental documentation for this channel widening (Inlet) along with other Project elements upstream of Highway 101, to be implemented as Phase 2 of the Project. Authority has secured the services of an environmental consultant and a Draft Environmental Impact Report has been prepared and released for public review.

H. Water District has completed design plans for the Inlet and wishes to secure the services of a professional design engineer to modify those plans (Plan Modifications) for consistency with downstream improvements and to reduce construction costs.

I. Water District has determined that the design engineer consultant (Consultant) that prepared the plans and specifications for the Phase 1 improvements is best suited to conduct the desired design modifications for the channel widening.

J. The Consultant contract for the design of Phase 1 was awarded by Authority (the Phase 1 Design Contract). The Phase 1 Design Contract has a provision that allows for amendments to be made to the Contract to add, subtract, or modify the scope of work to be performed by the Consultant.

K. Water District wishes to provide funding to Authority to support an amendment to the Phase 1 Design Contract so that the Plan Modifications can be prepared by Consultant. Water District and Authority have determined that the Consultant is uniquely qualified to provide the desired services at the lowest cost to Water District and Authority.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions in the sections contained herein below, the Parties agree as follows:

PROVISIONS

1. Project Purpose and Work Products

- A. The purpose of this Agreement is to fund the Plan Modifications to be prepared by the Consultant. The Inlet will increase flow conveyance and provide flood protection to homes, businesses, and other facilities in East Palo Alto and Palo Alto. As a key component of Authority's and Water District's comprehensive Project for flood protection and other benefits along the Creek, construction of the Inlet will provide necessary flow capacity such that other conveyance improvements can be made upstream.
- B. The final work products to be funded in accordance with the terms and conditions of this Agreement shall be Final Design, Specifications, and Cost Estimate for the Inlet.

2. Responsibilities of the Parties

- A. Authority shall prepare and execute an amendment (Amendment) to the Phase 1 Design Contract to add the Plan Modifications to the Scope of Work. The Amendment shall also provide that the Consultant will be the engineer-of-record for such design deliverables and the Phase 1 Design Contract shall remain in effect until the Inlet is accepted by the Water District as complete, unless it is terminated earlier pursuant to its terms.
- B. Upon the Authority's approval of the Amendment, the Water District shall make available an amount not to exceed \$150,000 to pay to the Authority for the costs of the Plan Modifications.
- C. Water District shall provide technical assistance to Authority during the term of this Agreement for review of the Plan Modification work as it progresses and approval upon completion.

3. Payments and invoices

- A. After review and approval by the Executive Director, or the Executive Director's designee, Authority shall submit invoices to the Water District for its review and payment to Authority.
- B. Invoices from the Authority to the Water District will include:
 - 1. Copies of Consultant invoices, which have been reviewed and approved by the Authority;
 - 2. Detail of the Consultant's services performed and products delivered during the invoice period;

3. Itemized cost schedule and update of the current and total expenditures on each Contract task.

B. The Water District shall pay all invoices from the Authority, which it has approved, within 20 calendar days after receipt from the Authority.

4. Payment to Consultant

Authority shall be responsible for review and payment of all requests for payment submitted by the Consultant. Consultant's invoices and work products are subject to review and approval by Water District prior to Water District issuing payment to Authority for Consultant's services.

5. Management of the Project

A. Authority shall manage the Consultant Phase 1 Design Contract and Consultant's performance in preparing the required work products. Such management shall include consultation with the Authority member agencies as deemed appropriate by the Executive Director.

B. Water District and other Authority member agencies shall provide technical support to the Authority regarding the Consultant's work and participate in Project team meetings with Consultant as required.

C. The Authority shall not approve the Final Design, Specifications, and Cost Estimate for the Inlet unless and until approved by the Water District.

6. Mutual Hold Harmless and Indemnification Obligations

A. In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold the other party, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct solely of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

B. In the event of concurrent intentional or unintentional misconduct, negligent acts or omissions by any one of the Parties (or each of their respective officers, directors and/or employees), then the liability for any and all claims for injuries or damages to persons and/or property which arise out of each and any of their performance of the terms and conditions of this Agreement shall be apportioned according to the California law of comparative negligence. The Parties hereto are not jointly and severally liable on any liability, claim, or lawsuit.

C. The duties and obligations of this Section shall survive and continue in full force and effect after the termination, expiration, suspension, and completion of this Agreement.

7. Insurance

Authority will require its Consultant to secure and maintain in full force and effect all times during the term of the Phase 1 Design Contract, and during an appropriate period of extension,, general liability and property damage insurance, business automobile insurance, Professional/Errors and Omissions Liability, and such other insurance as the Parties deem appropriate, in forms and limits of liability acceptable to both Parties, naming the District and the Authority, and their respective directors, officials, officers, employees and agents as additional insureds from and against all damages and claims, loss, liability, cost or expense relating to, arising out of, or pertaining to, the Consultant's actual or alleged negligent, reckless, or willful conduct.

8. Retention of Records, Right to Monitor and Audit

Unless a longer period of time is required by law or federal or state grant funding agreements, Authority and Water District shall maintain all records for five (5) years after the Project is terminated or completed. The records shall be subject to the examination and audit of all Authority member agencies.

9. Termination of Agreement

- A. The term of this Agreement will expire once the Inlet is accepted by the Water District as complete, unless terminated earlier pursuant to this Section 8.
- B. If either Party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the other Party may terminate this Agreement immediately upon written notice. This notice of termination, however, may be given only after the defaulting Party has been provided written notice of its failure to perform and has been given thirty (30) days to cure the nonperformance to the satisfaction of the other Party.
- C. Chief Executive Officer of the Water District and Executive Director of the Authority are empowered to terminate this Agreement on behalf of their respective agencies.
- D. In the event of termination, each Party shall deliver to the other Party, upon request, copies of reports, documents, and other work performed by either Party or consultant to either Party under this Agreement. The cost of work performed under this Agreement to the date of termination shall be due and payable in accordance with the provisions of this Agreement.

10. Refund of Undisbursed Funds

Undisbursed funds shall be returned to the Water District within ninety (90) days of the completion of the Scope of Work or from the termination of this Agreement.

11. Notices

A. Any notice or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by email, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the Parties at the addresses stated below, or at such other address as either Party may hereafter notify the other Party in writing:

Authority: San Francisquito Creek Joint Powers Authority
 615-B Menlo Avenue
 Menlo Park, California 94025
 Attention: Len Materman, Executive Director
 Email address: len@sfcjpa.org

Water District: Santa Clara Valley Water District
 5750 Almaden Expressway
 San Jose, California 95118-3614
 Attention: Melanie Richardson, Chief Operating Officer, Watersheds
 Email address: mrichardson@valleywater.org

B. Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by: a) confirmed reply if by email, b) as shown by the addressee's return receipt if by certified mail, or c) as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery.

12. Severability.

In the event any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

13. Governing Law and Compliance with Laws

The parties agree that California law shall govern this Agreement. In the performance of this Agreement each party shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and applicable local government.

14. Venue

In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of either the County of Santa Clara, or the County of San Mateo or where otherwise appropriate, exclusively in the United States Court, Northern District of California.

15. Assignability and Subcontracting

Parties shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required under this Agreement without the prior written consent of the other Party.

16. Ownership of Materials

All reports, documents, or other materials developed or discovered by either Party or any other person engaged directly or indirectly by any Party to perform the services required hereunder shall be and remain the mutual property of Authority and Authority Member Agencies without restriction or limitation upon their use.

17. Entire Agreement

This Agreement constitutes the entire Agreement between Authority and Water District with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by authorized representatives of Authority and Water District.

18. Further Actions

Authority and Water District agree to execute all instruments and documents, and to take all actions, as may be reasonably required to consummate the transaction contemplated by this Agreement.

19. Counterparts

This Agreement 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.

20. Waiver

A Party's waiver of any term, condition, or breach of any term, condition or covenant will not be construed as a waiver of any other term, condition or covenant.

21. Third Parties

This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.

22. Equal Opportunity Employer

The Santa Clara Valley Water District is an equal opportunity employer and requires the parties it contracts with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Authority will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

23. Compliance with Applicable Equal Opportunity Laws

The Authority's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code Sections 1101 and 1102.

24. Investigation of Claims

The Authority must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. The Authority must investigate all complaints directed to it by District. District will refer complaints in writing and the Authority will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Authority as well as all consultants, subcontractors, Subconsultants, and material suppliers of the Authority. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, the Authority must take prompt, effective disciplinary action against the offender.

IN WITNESS WHEREOF, Authority and Water District have executed this Agreement as of the date indicated on the following signature pages.

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

(remainder of page intentionally left blank)

Cost Share Agreement
Between the San Francisquito Creek Joint Powers Authority and
the Santa Clara Valley Water District
For Funding Design Modifications to the West Bayshore Road Inlet Structure

IN WITNESS WHEREOF, Authority has executed this Agreement as of the date and year indicated above.

Each Party has executed a separate signature page.

APPROVED AS TO FORM:

**SAN FRANCISQUITO CREEK JOINT POWERS
AUTHORITY, a California joint powers authority**

General Counsel

Len Materman, Executive Director

Date: _____

Cost Share Agreement
Between the San Francisquito Creek Joint Powers Authority and
the Santa Clara Valley Water District
For Funding the Design Modifications to the West Bayshore Road Inlet Structure

IN WITNESS WHEREOF, Water District has executed this Agreement as of the date and year indicated below.

Each Party has executed a separate signature page.

APPROVED AS TO FORM:

SANTA CLARA VALLEY WATER DISTRICT

Water District Counsel

Name:
Title:

Date: _____

Agenda Item 5.d.

**DRAFT AMENDMENT NO. 8 TO AGREEMENT FOR DESIGN SERVICES FOR
FLOODWATER CONVEYANCE IMPROVEMENTS ON SAN FRANCISQUITO CREEK
BETWEEN THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY AND
HDR ENGINEERING, INC.**

This Amendment No. 8 (“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 Engineering, Inc., a Nebraska corporation (“Consultant”), dated November 3, 2009, amended on August 9, 2011, through the execution of Amendment No. 1, again on October 24, 2013, through the execution of Amendment No. 2, again on November 27, 2013 through the execution of Amendment No. 3, again on March 5, 2015 through the execution of Amendment No. 4, again on December 21, 2015 through execution of Amendment No. 5, again on March 30, 2016 through execution of Amendment No. 6, and again on June 15, 2016 through the execution of Amendment No. 7. Capitalized terms not otherwise defined will have the meaning set forth in the Agreement.

WHEREAS, on February 23, 2016 Authority accepted the final deliverables under the Agreement, signifying that Consultant had completed its duties under the Agreement as amended by Amendments Nos. 1, 2, 3, 4, and 5; and

WHEREAS, Consultant successfully performed bid support services as set forth in Amendment No. 6; and

WHEREAS, Consultant successfully performed construction support services as set forth in Amendment No. 7; and

WHEREAS, the Agreement between Authority and Consultant represents an established legal vehicle for the provision of additional related services; and

WHEREAS, Authority wishes to modify existing design plans prepared by the Santa Clara Valley Water District for the West Bayshore Road Inlet Structure based on experience during construction of the Project in adjoining areas; and

WHEREAS, Engaging Consultant to provide the desired modifications would represent a significant time and cost savings to Authority due to Consultant’s experience and knowledge of the project site and design; and

WHEREAS, the parties desire to amend the Agreement to modify the Project budget in order to include a task for Design Modifications to the West Bayshore Road Inlet Structure; and

WHEREAS, the parties desire to amend the term of the Agreement, extending it to December 31, 2019.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement or Amendments No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7, Consultant and Authority hereby agree as follows:

1. Exhibit A, Scope of Services, is amended to include services described in ATTACHMENT 1, Modifications to Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.
2. Exhibit B, Schedule of Performance, is amended to extend the Agreement to December 31, 2019.
3. Exhibit C, Compensation, is amended to add \$145,065 for the additional services for a new total not to exceed cost under the Agreement to be \$2,614,349.
4. Except as specifically amended by this Amendment No. 8, all terms and conditions stated in the original Agreement as amended by Amendments Nos. 1, 2, 3, 4, 5, 6, and 7 shall remain in full force and effect.

DRAFT AMENDMENT NO. 8 TO AGREEMENT FOR DESIGN SERVICES FOR
FLOODWATER CONVEYANCE IMPROVEMENTS ON SAN FRANCISQUITO CREEK
BETWEEN THE
SAN FRANCISQUITO CREEK JOINT POWERS AUTHORITY AND
HDR ENGINEERING, INC.

IN WITNESS WHEREOF, the parties have set forth below their consent to the terms and conditions of this amendment No. 8 through the signatures of their duly authorized representatives.

SAN FRANCISQUITO CREEK JOINT
POWERS AUTHORITY

HDR Engineering, Inc.,
[a Nebraska corporation]

Len Materman
Executive Director

Holly Kennedy, PE
Senior Vice President

DATE

DATE

ATTACHMENT 1 - MODIFICATIONS TO EXHIBIT A, SCOPE OF SERVICES

May 8, 2019

Santa Clara Valley Water District
 5750 Almaden Espy
 San Jose, CA 95118

RE: Sheet Pile Wall Design-Upstream of West Bayshore Road

Dear Mr. Hosseini,

HDR appreciates the opportunity to provide design assistance for the proposed sheet pile wall, to be constructed upstream of the San Francisquito Project. The Santa Clara Valley Water District (District) asked HDR Engineering, Inc. (HDR) to provide design services for approximately 450 linear feet of proposed sheet pile wall.

CONTACT SUMMARY	
From: HDR Engineering, Inc.	
Task Title: Sheet Pile Wall Design – Upstream of West Bayshore Road	
Task Cost Estimate: \$145,554	Task Schedule: Start date: May 2019 End date: December 2020
District Unit Manager: Saeid Hosseini, PE	Contact Information: 408.483.0018 shosseini@valleywater.org
HDR Project Manager: Lance Jones, PE	Contact Information: 916.817.4746 Lance.Jones@hdrinc.com
District Project Manager: Alec Nicholas, PE	Contact Information: 408.630.2825 anicholas@valleywater.org

Background

A sheet pile floodwall was designed and successfully installed to provide flood protection along the banks of the San Francisquito Creek, south of Highway 101. The District has initiated the design of a similar sheet pile wall to widen San Francisquito Creek upstream of Highway 101, beginning at West Bayshore Road and continuing upstream for approximately 450 linear feet.

The District has requested HDR's assistance to design the retaining wall bank for the project immediately upstream of Highway 101. A preliminary set of plans and a geotechnical report were provided to HDR by the District.

HDR has agreed to assist the District with the design of the wall for this upstream project. The following provides HDR's proposed scope and fee to complete this design.

Scope of Work

Task 1 – Project Management and Meetings

HDR will provide the right mix of qualified staff for project meetings, tailoring them to the topics to be discussed and the needs of the project at that time. It is understood that the District will provide current CAD files and base files. HDR's role under this contract is to augment the District's staff to provide geotechnical review, structural calculations, and CAD support to provide up to 7 stamped CAD drawings that will be used to inform the contractor of the overall project design.

Project Management

Lance Jones will serve as the project manager for the Wall Design Project. Lance will manage the contract scope, schedule, and budget for all HDR team project activities outlined for this scope. The project will consist of a 4 month design phase (2019) followed by a 4 month construction phase (2020). Lance will prepare a Project Management Plan (PMP) to that will provide a project description, list of team members (client and HDR), a detailed quality control plan, project schedule, and safety guide. Project management will also occur at the activity level for each team member as shown on the attached breakdown of hours. In addition, Lance will coordinate with the District as needed to verify project performance.

Progress Reports

HDR will prepare monthly progress reports that document project activities and update the project schedule and budget status. Progress reports will include:

- Financial status summary including an earned value analysis by task
- Project schedule and deliverables
- Project Outlook

Meetings and Coordination

In order to facilitate project coordination, meetings with the District will be scheduled as needed to establish an efficient design process.

HDR will consult with sheet pile installation contractors to develop a recommendation for installation of the sheet pile wall and determine feasibility of a sheet pile wall at this location. HDR will also consult with sheet pile fabricators regarding the appropriate corrosion protection elements.

For this Scope of Work, HDR assumed 4 Design Coordination Meetings.

Deliverables:

1. Project Management Plan (electronic copy)
2. Meeting minutes (5 Meetings)
3. Monthly progress reports (9 Months anticipated)

Task 2 – Document Review and Coordination

The District has provided a geotechnical report and preliminary drawings for the project. HDR will review the existing report and drawings and compare them to the geotechnical report for the San Francisquito Project, downstream of Highway 101.

HDR will review the drawings prepared by the District to determine the geospatial location of the proposed wall in relation to the surrounding conditions.

HDR will review the HEC-RAS hydraulic model provided by the District to determine flow rates and velocities for the subject area.

HDR will review the previously prepared specifications, and sheet pile design calculations.

Time is allocated for two internal meetings to collaborate and share information related to the project.

Assumption

1. The District will provide a HEC RAS Hydraulic Model for the proposed design for HDR's use.

Task 3 – Design and Analysis

Site Visit

HDR will conduct site reconnaissance to observe existing conditions in the site area.

Four team members will attend this site visit including the project manager two structural design staff, and one geotechnical engineer. A sheet pile contractor will also be invited to the site visit to provide input related to the constructability of a sheet pile wall at the project location.

Constructability Review

A memorandum will be prepared to inform the district regarding the constructability of a sheet pile wall at the project location. This memorandum will include the following topics:

- Site Accessibility
- Staging Areas
- Construction means and methods

Design and Analysis

From the information obtained during the document review and site visit, HDR will design the proposed wall in accordance with the following USACE Design Manuals:

- EM 1110-2-2502, Retaining and Flood Walls (USACE 1989)
- ETL 1110-2-584, Design of Hydraulic Steel Structures (USACE 2014)
- EC 1110-2-6066, Design of I -Walls (USACE 2011)
- EM 1110-2-2906, Design of Pile Foundations (USACE 1991)
- EM 1110-2-2100, Stability Analysis of Concrete Structures

HDR will also design scour protective measures for the base of the proposed wall to insure a stable foundation material is achieved.

Prepare Design Documentation Report (DDR)

HDR will prepare a technical report to summarize the design criteria, calculations and findings from the analysis conducted under Subtask 2. The wall design will be based on the recommendations and parameters presented in the geotechnical report provided to HDR. The purpose of the technical report will be to provide information for the preparation of construction drawings and specifications for the proposed sheet pile wall. The DDR will cover the document review and final engineering and design phases of the project and will serve as a record of all decisions made during the design process.

Quality Control

The Final Design Report will undergo an internal quality assurance/quality control review prior to submittal to the District.

Deliverables / Assumptions

1. Constructability Review / Recommendations Memorandum
2. Wall Design Criteria and Analysis Report
3. HDR does not anticipate additional geotechnical testing will be required for this design, however, if additional testing becomes necessary, this testing will be performed by others directly for the District, and not a part of this contract.

Task 4 – Construction Documents

Design and CAD Support

HDR will provide construction drawings for the proposed wall. The drawings will provide sufficient information that a bidding contractor can understand the wall construction requirements. These sheets will be signed and stamped by HDR's registered Civil engineer.

Deliverable:

HDR will provide a 60% and Final submittal for this task.

Specifications

Based on the design results from Task 3, HDR will prepare a technical specification specific to the installation of the sheet pile wall. This specification will be prepared according to the District's format for inclusion into the overall specification package.

Deliverable:

HDR will provide a 60% and Final submittal for this task.

Cost Estimate

HDR will prepare a Level 1 estimate of construction costs for activities related to the purchase, preparation and installation of the sheet pile wall. These costs will then be incorporated into the overall project cost estimate prepared by the District.

Deliverables:

HDR will provide a 60% and Final submittal for this task.

Design Documentation Report (DDR)

HDR will update the DDR prepared under Task 3 with any design changes that occurred during reviews for the drawings and specifications.

Quality Control

Each of the construction document submittals will undergo an internal quality assurance/quality control review prior to submittal to the District.

Deliverables:

1. Construction drawings, 7 sheets maximum, 60% and final submittal.
2. A Technical Specification for Sheet Pile Floodwalls, 60% and final submittal.
3. Construction Cost Estimate for activities related to the proposed sheet pile wall, 60% and final submittal.

Assumption:

1. The District will serve as the geotechnical engineer of record for this project.
2. The District will compile all construction packages including plans, specifications and construction cost estimate.
3. The District will provide Standard Specifications and Special Provisions.

Task 5 – Bidding and Construction Support

Construction Meetings

In order to facilitate project coordination, bi-weekly project team teleconference meetings between HDR, the JPA, the District and associated Cities will be scheduled during the project construction period. Construction is currently scheduled to occur from June – October 2020. Other meetings may be scheduled as needed to clarify issues. Ten bi-

weekly project team meetings, each 1 hour in duration, will occur during the project duration.

Site Visits

- HDR shall attend and assist at one pre-construction meeting at the District and on-site. The structural engineer, geotechnical engineer and project manager will be present during this meeting.
- HDR shall perform site visits when requested by the District or by HDR as approved by the District (2 Visits, 8 hours each) in addition to the pre-construction meeting noted above. These meetings will be attended by one member of HDR, as appropriate.

Contractor Submittal Review

HDR shall review construction submittals forwarded by the District. The District will serve as the Construction Manager for the project and will only forward submittals that require HDR's involvement for resolution.

Approximately 5 submittal reviews will be required. HDR estimates 3 hours to review and respond to each submittal.

Deliverables / Assumptions:

1. HDR shall review, respond and return all Contractor Submittals and re-submittals as promptly as possible, but in no case shall Contractor submittals be returned later than five (5) working days from HDR's receipt of the Contractor's submittal from the District. HDR shall review, respond, and return unacceptable or incomplete Contractor's submittals within three (3) working days from receipt of Contractor's submittals by the District.
2. HDR shall notify the District of any submittal review comment that could result in a Change Order.

Requests for Information (RFI)

During the bidding or construction period, the Contractor may ask the District questions on details of the Contract, substitutions, and alternative approaches, etc. If the Contractor's inquiry is related to HDR's design and cannot be readily answered from the construction Contract, the District may request HDR to respond to the inquiry with written clarifications and return the response to the District for the District to address with the Contractor.

For budgeting purposes, HDR estimates 5 RFIs with 2 hours to review and respond to each.

Deliverables / Assumptions:

1. HDR will render written decisions within three (3) working days unless otherwise agreed to between HDR and the District. HDR must notify the District immediately if more time is required to respond to RFI's. The District may approve an extension of time and will document approval in writing.

2. HDR shall evaluate whether its RFI response will result in a change to the requirements of the Contract Documents. If HDR's response to an RFI will change the requirement of the Contract Documents, HDR must promptly notify the District in writing that the response to the RFI is a change to the requirements of the Contract Documents.

Construction Change Order Assistance

As requested by the District, HDR shall be required on an as-needed basis to design, write, or review change order documentation. HDR assignments may include: research and respond back to District whether work proposed by the District or the Contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; and review of cost estimates.

For budgeting purposes, HDR anticipates 3 change orders at 9 hours for each change.

Deliverables / Assumptions:

1. Documentation of change order assistance, as needed.
2. Contractor shall provide printed copies of change order requests in accordance with the contract specifications for review by HDR.
3. Analysis of schedule changes due to change orders, weather delays, and construction claims will be performed by the District.

We are excited to assist the District with this project. If you have any questions, please don't hesitate to contact Lance Jones at 916.817.4746 or Lance.Jones@hdrinc.com.

Sincerely,

HDR Engineering, Inc.



Holly Kennedy, PE
Senior Vice President



Lance Jones, PE
Project Manager

RD 799 - 2012

No.	Task Description	Labor											Expenses			Total		
		Project Manager	Sr. Hydraulics Engineer	Structural Engineer	Sr. Structural Engineer	Sr. Structural Engineer	Sr. Structural Engineer	Geotechnical Engineer	Senior Geotechnical Engineer	CAD Drafting	Sr. Hydraulics Engineer	Admin	Financial	Total Hours	Total Labor (\$)		ODC's	Total Expenses
		Name	Lance Jones	Libby Mesbah	Asha Baradi	Reza Farahani	Kenny Dosanjh	Kevin Gerst	Victor Crosariol	Ed Woo	Analea Bennett	Renator Espinosa	Stella Gardenour				D Bernhardt	
Billing Rates		233	233	135	233	233	228	171	233	122	233	102	119					
1. Project Management and Meetings																		
1.1	Project Setup	2											3	5	\$ 823	\$ 41	\$ 41	\$ 864
1.2	Internal Coordination	38											14	52	\$ 10,520	\$ 526	\$ 526	\$ 11,046
1.3	Progress Reports (11 Reports, March - June 2019, June - Dec 2020)	18											16	34	\$ 6,098	\$ 305	\$ 305	\$ 6,403
1.4	Meetings	4												4	\$ 932	\$ 47	\$ 47	\$ 979
1.5	Project Closeout	3											4	7	\$ 1,175	\$ 59	\$ 59	\$ 1,234
Subtotal		65	0	0	0	0	0	0	0	0	0	0	37	102	\$ 19,548	\$ 977	\$ 977	\$ 20,525
2. Document Review and Coordination																		
2.1	Review Project Data	3	6	4	4				4	8				29	\$ 5,477	\$ 274	\$ 274	\$ 5,751
2.2	Meetings	2			2									4	\$ 932	\$ 47	\$ 47	\$ 979
2.3	Internal Coordination	2		2	2				2	2				10	\$ 1,912	\$ 96	\$ 96	\$ 2,008
Subtotal		7	6	6	8	0	0	0	6	10	0	0	0	43	\$ 8,321	\$ 416	\$ 416	\$ 8,737
3. Analysis and Design																		
3.1	Site Visit	10		10	10									30	\$ 6,010	\$ 500.50	\$ 501	\$ 6,511
3.2	Constructibility Review Recommendations Report	6		4	2				10				20	42	\$ 6,774	\$ 538.70	\$ 539	\$ 7,313
3.3	Modeling & Analysis			30	8	4								42	\$ 6,846	\$ 342	\$ 342	\$ 7,188
3.4	Prepare Design Report		8	14	6					6			3	37	\$ 6,190	\$ 310	\$ 310	\$ 6,500
3.5	QC Review					8			4		4			16	\$ 3,728	\$ 186	\$ 186	\$ 3,914
3.6	Respond to QC Comments			6	2					3				11	\$ 1,642	\$ 82	\$ 82	\$ 1,724
3.7	Independent Technical Review						8							8	\$ 1,824	\$ 91	\$ 91	\$ 1,915
3.8	Respond to ITR Comments			6	4	2				2				14	\$ 2,452	\$ 123	\$ 123	\$ 2,575
Subtotal		16	8	70	32	14	8	0	14	11	4	23	0	200	\$ 35,466	\$ 2,173	\$ 2,173	\$ 37,639
4. Construction Documents																		
4.1	Drafting & Design - 60% Submittal	2	12	12	12					70				108	\$ 16,218	\$ 811	\$ 811	\$ 17,029
4.1.1	60% Submittal QC					4								4	\$ 932	\$ 47	\$ 47	\$ 979
4.2	Drafting & Design - Final Submittal	2	4	6	6					50				68	\$ 9,706	\$ 485	\$ 485	\$ 10,191
4.2.1	Final Submittal QC					4								4	\$ 932	\$ 47	\$ 47	\$ 979
4.3	Specifications - 60% Submittal	2		12	8							8		30	\$ 4,766	\$ 238	\$ 238	\$ 5,004
4.3.1	60% Specification QC					4								4	\$ 932	\$ 47	\$ 47	\$ 979
4.4	Specifications - Final Submittal	2		4	4							4		14	\$ 2,346	\$ 117	\$ 117	\$ 2,463
4.4.1	Final Specification QC					4								4	\$ 932	\$ 47	\$ 47	\$ 979
4.5	Cost Estimate - 60% Submittal	2			4									6	\$ 1,398	\$ 70	\$ 70	\$ 1,468
	60% Cost Estimate QC					2								2	\$ 466	\$ 23	\$ 23	\$ 489
4.6	Cost Estimate - Final Submittal	2			4									6	\$ 1,398	\$ 70	\$ 70	\$ 1,468
	Final Cost Estimate QC					2								2	\$ 466	\$ 23	\$ 23	\$ 489
4.7	Design Documentation Report (DDR)	4		8	8					12			3	35	\$ 5,646	\$ 282	\$ 282	\$ 5,928
	Final DDR QC					3			2	4				9	\$ 1,653	\$ 83	\$ 83	\$ 1,736
Subtotal		16	16	42	46	23	0	0	2	136	0	15	0	296	\$ 47,791	\$ 2,390	\$ 2,390	\$ 50,181
5. Bidding & Construction Support																		
5.1	Construction Meetings	10			10			10						30	\$ 6,990	\$ 350	\$ 350	\$ 7,340
5.2	Site Visits	24			8			8						40	\$ 9,320	\$ 466	\$ 466	\$ 9,786
5.3	Contractor Submittal Review	4			11									15	\$ 3,495	\$ 175	\$ 175	\$ 3,670
5.4	Requests for Information	5			5									10	\$ 2,330	\$ 117	\$ 117	\$ 2,447
5.5	Change Order Assistance	2			9					16				27	\$ 4,515	\$ 226	\$ 226	\$ 4,741
Subtotal		45	0	0	43	0	0	18	16	0	0	0	0	122	\$ 26,650	\$ 1,333	\$ 1,333	\$ 27,983
TOTAL EFFORT		149	30	118	129	37	8	0	40	173	4	38	37	763	\$ 137,776	\$ 7,289	\$ 7,289	\$ 145,065