

**San Francisquito Creek Joint Powers Authority**

**October 22, 2009 Board Meeting**

**Agenda Item 6**

**Executive Director's Report**

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

- a) Agreement to Fund Planning and Design of the JPA's Initial Capital Project on San Francisquito Creek Between East Bayshore Road and San Francisco Bay

At the September 24, 2009 JPA Board meeting, staff updated the Board on the progress of the JPA's Initial Capital Project between East Bayshore Road and San Francisco Bay to provide flood protection and other benefits downstream of Highway 101.

At that time, selection committees comprised of staff representatives from East Palo Alto, Palo Alto, Santa Clara Valley Water District (SCVWD), Stanford and the JPA had completed interviews of candidate consultants to conduct Design Services and Environmental Planning for the project. The selection panels had begun deliberations with the intent of arriving at a recommended consultant for each contract by the October 22, 2009 JPA Board meeting. In late September, both the Design and Environmental Planning selection panels came to consensus on the preferred candidate consultant for each contract, and recommendations from both panels were collectively supported by the JPA's Technical Advisory Committee.

At today's meeting, I request that the Board consider the following items to move the project forward:

- a. A Funding Agreement between the JPA, SCVWD and San Mateo County Flood Control District
- b. A Design Services Consultant Contract with HDR, Inc.
- c. An Environmental Planning Consultant Contract with Jones and Stokes Associates, Inc.

The JPA has worked with the staffs and legal counsels of the SCVWD and the San Mateo County Flood Control District (SMCFCD) to develop the *Agreement For Funding of the Planning and Design of the Initial Capital Project on San Francisquito Creek Between East Bayshore Road and San Francisco Bay*, which is being presented to the Board for approval this afternoon.

Under this Agreement, SCVWD will provide \$1,000,000 and SMCFCD will provide \$400,000 towards the completion of the Design and Environmental Planning needed to construct the "downstream" initial capital project, as unanimously endorsed by the JPA Board at its July 2009 meeting.

This Agreement stipulates that certain allowable expenses incurred by the JPA in conducting the project, such as those incurred due to increased legal, accounting, materials and supplies needs, shall be billable against the contributions made by SCVWD and SMCFCD up to a total of \$45,000 during the life of the planning and design phase of the project. The SCVWD is also developing a separate Letter of Understanding, which would define the roles and responsibilities of JPA and the Santa Clara Valley Water District staff in managing the work of the consultants.

The Scope of Services, Schedule of Performance, and Compensation for each consultant contract are contained as Exhibits A, B, and C respectively. Following execution of the contracts, JPA staff will finalize the schedule with both firms together, and thus these will likely be adjusted. Staff will advise the Board of any changes made to the Scope or Schedule of either of the contracts at the Board meeting immediately after a change is made. The 'not to exceed' compensation amount in each contract may only be changed by an amendment approved by the JPA Board of Directors.

**Proposed Board Action:** Pass Resolution No. 09-10-22-A to authorize the Executive Director to sign an Agreement (attachment "Agenda Item 6.a.") with the SCVWD and SMCFCD to fund Planning and Design of the initial Capital Project.

**San Francisquito Creek Joint Powers Authority**

**October 22, 2009 Board Meeting**

**Agenda Item 6**

**Executive Director's Report**

b) Design Services Contract with HDR, Inc. for Floodwater Conveyance Improvements from East Bayshore Road to San Francisco Bay

The Design Services selection committee recommended HDR, Inc. to conduct design services on the downstream project. Over the past two weeks, we have negotiated a contract with this firm that is within the budget allowed by the funding agreement mentioned above. Thus, at this time, I request authorization from the Board to enter into a contract with HDR to provide detailed design plans, specifications, and cost estimates to construct 100-year (1%) flood protection for the communities of East Palo Alto and Palo Alto between Highway 101 and San Francisco Bay.

This contract is written as not to exceed \$695,000, including approximately \$80,000 for bidding and construction support during the construction phase of the project. Attached is the contract, and three exhibits, including Scope of Services, Schedule of Performance, and Compensation, which together comprise Agenda Item 6.b.

**Proposed Board Action:** Pass Resolution No. 09-10-22-B authorizing the Executive Director to execute a contract (attachment "Agenda Item 6.b.") with HDR, Inc. for design services of the initial Capital Project.

c) Environmental Planning Contract with Jones & Stokes Associates, Inc. for Floodwater Conveyance Improvements from East Bayshore Road to San Francisco Bay

The Environmental Planning selection committee recommended Jones and Stokes Associates, Inc. to conduct design services on the downstream project. Over the past two weeks, we have negotiated a contract with this firm that is within the budget allowed by the funding agreement mentioned above. Thus, at this time, I request authorization from the Board to enter into a contract with Jones and Stokes to provide the Initial Study, Environmental Impact Report, and all other environmental planning elements needed to satisfy the California Environmental Quality Act (CEQA) requirements for the project.

This contract is written as not to exceed \$592,000. It does not include tasks that the JPA may request that the consultant undertake, such as preparing a federal Environmental Impact Statement or develop a mitigation monitoring plan. Attached is the contract, and three exhibits, including Scope of Services, Schedule of Performance, and Compensation, which together comprise Agenda Item 6.c.

**Proposed Board Action:** Pass Resolution No. 09-10-22-C to authorize the Executive Director to execute a contract (attachment "Agenda Item 6.c.") with Jones and Stokes Associates, Inc. for environmental planning services of the initial Capital Project.

Submitted by:



Len Materman  
Executive Director