



City of Palo Alto

City Council Staff Report

(ID # 5478)

Report Type: Consent Calendar

Meeting Date: 2/23/2015

Summary Title: Amendment to Metropolitan Group Contract

Title: Approval of an Amendment to Contract C14153012 with Metropolitan Planning Group for Planning Support Services Needed Due to Unanticipated Staff Vacancies Adding \$98,000 for a Not to Exceed Amount of \$150,000

From: City Manager

Lead Department: Planning and Community Environment

Recommended Motion

Staff recommends that Council authorize the City Manager or his designee to amend Contract C14153012 with Metropolitan Planning Group to increase the contract limit by \$98,000 to an amount not to exceed \$150,000.

Recommendation

Authorize the City Manager or his designee to amend Contract C14153012 with Metropolitan Planning Group to increase the contract limit by \$98,000 to an amount not to exceed \$150,000.

Executive Summary

The Planning and Community Environment Department (PCE) routinely uses consultants to secure specific expertise and to help with the fluctuations of the day to day workload. These contracts are reaching their limits and will be exhausted soon if not amended.

Background

PCE has historically maintained contracts with several consultants to provide various on-call planning services. In recent years, the department has relied on on-call service providers to work on special projects requiring particular areas of expertise or to address increases in workload, particularly as the economy has rebounded and development activity increased.

Discussion

Following a competitive solicitation and selection process, Council approved five on-call environmental and four on-call planning consulting contracts in February, 2014 (Staff Report 4018). The on-call planning consultation contracts are with: Arnold Mammarella, Architecture and Consulting; The Planning Center/DCE; Dudek; and, Metropolitan Planning Group.

On-call planning consultants are used as project managers to manage applications for planning entitlements or as independent technical consultants. Although the contracts are for a period of three years, the department took a cautious approach, limiting contract capacity to modest amounts. This provided the department an opportunity to see which consultant would work best with current workload needs without overextending the City's contracts. When consultant assistance is needed, consultants are chosen from the contracted group based upon their experience, specific expertise, availability, and cost per activity or project.

Due to unanticipated staff shortages and workload, the department needs additional contract support immediately. Based on the types of work and the consultant's experience in these areas, the Metropolitan Planning Group is most suited to provide the support needed by the department at this time.

The amount of assistance needed will exceed the contract limit unless this contract is amended. Staff requests Council's authorization to amend the contract accordingly.

Resource Impact

Sufficient funding, through the use of salary savings and unencumbered contract dollars, is available within the Planning and Community Environment department's FY 2015 budget to fund the increase to the contract.

Attachments:

- Attachment A: Metropolitan Planning Group Contract Amendment 1 (PDF)

**AMENDMENT NO. 1 TO CONTRACT NO. C14153012
BETWEEN THE CITY OF PALO ALTO AND
METROPOLITAN PLANNING GROUP, INC.**

This Amendment No. 1 to Contract No. C14153012 (“Contract”) is entered into February 23, 2015, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and METROPOLITAN PLANNING GROUP, INC., a California corporation, located at 579 Clyde Avenue, Ste. 340, Mountain View, California, 94043, Telephone (650)938-1111(“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the provision of planning and planning review on an on-call basis.

B. City intends to increase compensation from \$52,000.00 by \$98,000.00 to \$150,000.00 for continuation of services as specified in Exhibit “A” Scope of Services.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 4 is hereby amended to read as follows:

“SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The applicable rates and schedule of payment are set out in Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

”

SECTION 2. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

a. Exhibit “C” entitled “COMPENSATION”.

SECTION 3. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

CITY OF PALO ALTO

METROPOLITAN PLANNING GROUP,
INC.

APPROVED AS TO FORM:

DocuSigned by:
Geoff Bradley
24107B20D03C441...

PRESIDENT

Attachments:

EXHIBIT "C": COMPENSATION

EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$150,000.00. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

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

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

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

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$0.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

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

Certificate of Completion

Envelope Number: 01628F5393A7482B9129B36D2F1AD3D1	Status: Completed
Subject: Please DocuSign this document: C14153012 AMENDMENT NO 1.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Chris Anastole
	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original	Holder: Chris Anastole	Location: DocuSign
1/27/2015 11:29:39 AM PT	chris.anastole@cityofpaloalto.org	

Signer Events

Geoff Bradley
geoff@mplanninggroup.com
PRESIDENT
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Using IP Address: 208.74.182.9

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Sent: 1/27/2015 11:32:43 AM PT
Viewed: 1/27/2015 11:46:51 AM PT
Signed: 1/27/2015 11:49:38 AM PT

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 11:46:51 AM PT
ID: b56828d5-a829-4024-90ce-d5190da561c7

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Robin Ellner
robin.ellner@cityofpaloalto.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/27/2015 11:49:39 AM PT

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 7:44:10 AM PT
ID: 2bb3c8b3-6220-4818-a88d-204d7d57a94e

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/27/2015 11:49:39 AM PT
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Signing Complete	Security Checked	1/27/2015 11:49:39 AM PT
Completed	Security Checked	1/27/2015 11:49:39 AM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, City of Palo Alto (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palo Alto:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

To advise City of Palo Alto of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Palo Alto

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palo Alto

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.