



City of Palo Alto City Council Staff Report

(ID # 12153)

Report Type: Consent Calendar

Meeting Date: 4/26/2021

Council Priority: Grade Separations

Summary Title: Approval of Amendment # 3 to Contract C18171057 with AECOM

Title: Approval of Amendment No. 3 to Contract C18171057 with AECOM for continued services for the Connecting Palo Alto Rail Grade Separation (PL-17001) effort and to increase compensation by \$80,000 for a total not-to-exceed amount of \$2,874,658

From: City Manager

Lead Department: Transportation Department

Recommendation

Staff recommends that the City Council approve and authorize the City Manager or his designee to execute Amendment No. 3 to Contract C18171057 with AECOM for continued services for the Railroad Grade Separation and Safety Improvements Capital Improvement Project (CIP PL-17001) effort and to increase compensation by \$80,000 for a total not-to-exceed amount of \$2,874,658.

Background

The City Council approved a contract with AECOM to serve as the primary consultant for the Connecting Palo Alto rail grade separation project on April 16, 2018. The approved contract (C18171057), for \$1,278,660, is shown with the staff report [\(CMR 9100\)](#).

In addition, City Council also authorized Amendment No. 1 on June 24, 2019 [\(CMR 10463\)](#) and Amendment No. 2 on June 23, 2020 [\(CMR 11273\)](#) to the AECOM contract. These contract amendments provided for additional services supporting rail grade separation project outreach efforts and providing assistance to City for technical support for review of the selected rail grade separation alternatives by the Expanded Community Advisory Panel (XCAP). The proposed contract amendment is attached to this report as Attachment A.

Discussion

The consultant contract and additional services include the following tasks. These have been completed to provide for the technical support and completion of technical studies for the

review of the alternatives in consideration for Grade Separations along the Caltrain corridor at Churchill Avenue, Meadow Drive, and Charleston Avenue crossings by the XCAP. The project study report will be completed as part of the next step of the process as the Council reviews the XCAP recommendations and provides direction in furthering the development of these alternatives.

- Project Management – until December 2020 providing general project management tasks required for managing all aspects of the planning effort (administration, coordination, and quality control). This task also accounts for meetings with outside agencies relevant to the project (e.g., Caltrain).
- Community Engagement – the virtual Town Hall meeting and platform, 3-D renderings/photo simulations and 360-degree color 3-D animated videos of the alternatives and the 11x17 informational fact sheets for all nine (9) alternatives.
- Conceptual Plan Development - Preliminary civil engineering was conducted to help the XCAP and the City Council review the proposed alternatives.
- Traffic engineering at Churchill, Meadow and Charleston:
 - Draft and final traffic memoranda
- Preliminary construction cost estimates

With the onset of COVID19, the XCAP deliberation process was delayed beyond the expected completion date. This resulted in additional meetings and support from the Consultant. In addition, the Consultant conducted the noise and vibration analysis and prepared the report to support the XCAP review of various alternatives. AECOM also reduced their fees for the most recent contract amendment, in light of the fiscal challenges caused by COVID19.

The XCAP has now completed its review and provided the final report to the City Council ([CMR 11797](#)). With the completion and delivery of the XCAP report, Staff anticipated the need for additional support from the consultant to support the Grade Separation workplan for review of the proposed alternatives. Based on the grade separation workplan proposed to the City Council tonight (CMR 12185), Staff anticipates the services of the consultant to provide for such support at three to four additional City Council meetings.

Therefore, Staff requested AECOM to provide the proposal for ongoing meeting support on a time and material basis for “not to exceed” cost per meeting including support from subconsultants as needed at these meetings. This amendment provides for additional AECOM and Sub Consultants support for up to four (4) meetings on time and material basis to the existing AECOM Contract for Rail Grade Separation Project.

Timeline

At the direction of the City Council's on the rail grade separation work plan, staff will coordinate with the Consultant to provide technical and professional assistance needed to support Council meeting discussions for decision making on alternative selection for rail grade separation at the Churchill Avenue, Meadow Drive, and Charleston Road Crossings along Caltrain corridor.

Resource Impact

Funding required for Contract Amendment 3 is available in the FY 2021 Adopted Capital Budget in the Railroad Grade Separation and Safety Improvement project, PL-17001. The existing AECOM Contract including Amendment 1 and Amendment 2 is in the amount of \$2,794,658. Based on the amount of the Contract Amendment No. 3 of \$80,000, the total contract amount for the AECOM Contract will be increased to \$2,874,658. It is important to note that this amendment only provides funding for additional meeting support and does not presume or allow for additional work beyond the current recommended path forward. Should the City Council choose to adjust current direction or add additional scope and work, staff will need to assess needs and return to the City Council with additional amendments to this contract.

Funding for future fiscal years is subject to City Council approval through the annual budget process.

Stakeholder Engagement

Since June 2019, the XCAP has been conducting regular meetings for the review of the various alternatives in consideration at the Churchill Avenue, Meadow Drive, and Charleston Road crossings along the Caltrain corridor. Staff in coordination with AECOM consultants provided continuous support to the XCAP and conducted other community engagement activities. In addition to the XCAP, to further engage the community, as part of the project, City hosted a [Virtual Town Hall](#) from August 19, 2020 to September 14, 2020 gaining over 1,000 unique visitors to the online platform. This virtual platform was designed to inform the community and seek feedback on the proposed alternatives for the grade at the three separation grade crossing locations.

A summary report of the virtual Town Hall was provided as an informational report to the City Council on [November 30, 2020](#). Earlier in 2020, before the pandemic began, the City also hosted two well attended Rail Town Hall meetings and smaller neighborhood specific open house meetings to gain community input on the rail alternatives and answer community questions. Staff also developed and released online surveys and used social media, the City's website and electronic newsletters to, inform, answer questions and gain feedback from the community on this important City priority.

Policy Implications

Goals and policies from the Palo Alto 2030 Comprehensive Plan that are supported and advanced by the proposed project include:

- | | |
|----------|--|
| Goal T-1 | Create a sustainable transportation system, complemented by a mix of land uses, that emphasizes walking, bicycling, use of public transportation and other methods to reduce GHG emissions and the use of single-occupancy motor vehicles. |
|----------|--|

- Policy T-1.19 Provide facilities that encourage and support bicycling and walking.
- Policy T-1.10 Support Caltrain modernization and electrification capacity and service enhancements and extension to Downtown San Francisco.
- Policy T-1.25 Pursue transportation funding opportunities for ongoing transportation improvements that will help mitigate the impacts of future development and protect residents' quality of life. When other sources are unavailable, continue to fund improvements, operations and maintenance through the general fund.

GOAL T-2 Decrease delay, congestion and VMT with a priority on our worst intersections and our peak commute times, including school traffic.

- Policy T-2.3 Use motor vehicle LOS at signalized intersections to evaluate the potential impact of proposed projects, including contributions to cumulative congestion. Use signal warrants and other metrics to evaluate impacts at unsignalized intersections.

Goal T-3 Maintain an efficient roadway network for all users.

- Policy T-3.5 When constructing or modifying roadways, plan for use of the roadway by all users.
- Policy T-3.6 Consider pedestrians, bicyclists, e-bikes and motorcycles when designing road surfaces, curbs, crossings, signage, landscaping and sight lines.
- Policy T-3.14 Continue to prioritize the safety of school children in street modification projects that affect school travel routes, including during construction.

GOAL T-6 Provide a safe environment for motorists, pedestrians and bicyclists on Palo Alto streets

- Policy T-6.1 Continue to make safety the first priority of citywide transportation planning. Prioritize pedestrian, bicycle and automobile safety over motor vehicle level of service at intersections and motor vehicle parking.
- Policy T-6.3 Continue to work with Caltrain to increase safety at train crossings, including improving gate technology and signal coordination.

Goal T-8 Influence the shape and implementation of regional transportation policies and technologies to reduce traffic congestion and GHG emissions.

Environmental Review

The recommendation in this report does not constitute a project in accordance with the California Environmental Quality Act and is therefore not subject to environmental review.

Attachments:

- Attachment A: C18171057 AECOM Amend No 3 - Rail Grade Separation Project

**AMENDMENT NO. 3 TO CONTRACT NO. C18171057
BETWEEN THE CITY OF PALO ALTO AND
AECOM TECHNICAL SERVICES, INC.**

This Amendment No. 3 (this “Amendment”) to Contract No. C18171057 (the “Contract” as defined below) is entered into as of April 23, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and AECOM TECHNICAL SERVICES, INC., a California corporation, located at 300 Lakeside Drive, Suite 400, Oakland, CA 94612 (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered by and between the Parties hereto for the provision of providing additional support to City staff for additional meetings with XCAP and City Council, as detailed therein.

B. The Parties now wish to amend the Professional Service Agreement Contract in order to increase the total compensation by \$80,000.00 from \$2,794,658.00 to \$2,874,658.00 for additional services not included in the previous scope of work and extend the term by one year to April 22, 2022.

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

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. 18171057 between CONSULTANT and CITY, dated April 23, 2018.

Amendment No.1, dated June 24, 2019

Amendment No.2, dated June 23, 2020

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2. “TERM” of the Contract is hereby amended to read as follows:

“SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through April 22, 2022, unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. Section 4. "NOT TO EXCEED COMPENSATION" of the Contract 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" as amended by Exhibits "A-1" and "A-2" (referred to collectively as Exhibit "A" or the "Basic Services"), and reimbursable expenses, shall not exceed Two Million Eight Hundred Seventy Four Thousand Six Hundred Fifty-Eight Dollars (\$2,874,658.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services, and reimbursable expenses shall not exceed Two Million Eight Hundred Seventy Four Thousand Six Hundred Fifty-Eight Dollars (\$2,874,658.00). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. 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. 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 at Exhibit "A"."

SECTION 4. Exhibit "A-3" to this Amendment (attached hereto and incorporated herein) shall amend, but not replace, Exhibit "A" attached to the original Contract, Exhibit "A-1" attached to Amendment No. 1, and Exhibit "A-2" attached to Amendment No. 2 to the Contract. References to "Exhibit A" in the Contract shall mean Exhibits "A", "A-1", "A-2", and "A-3" read together. To the extent the provisions of Exhibit "A-3" directly conflict with original Exhibit "A", Exhibit "A-1", or Exhibit "A-2", the provisions of Exhibit "A-3" will control.

SECTION 5. The following exhibits to the Contract are hereby amended or added to read as set forth in the attachments to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-3" entitled "AMENDMENT NO. 1, ADDITIONAL SCOPE OF SERVICES", ADDED
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS
- c. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS
- d. Exhibit "C-4" entitled "HOURLY RATE SCHEDULE", AMENDED, REPLACES PREVIOUS.

SECTION 6. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 7. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

**CONSULTANT:
AECOM TECHNICAL SERVICES, INC.**

By: 
Name: R. Martin Czarnecki
Title: Authorized Signatory

By: 
Name: Etty Mercurio
Title: Vice President

Attachments:

EXHIBIT "A-3": AMENDMENT NO. 2, ADDITIONAL SCOPE OF SERVICES, ADDED
EXHIBIT "B": SCHEDULE OF PERFORMANCE, AMENDED
EXHIBIT "C": COMPENSATION, AMENDED
EXHIBIT "C-4": HOURLY RATE SCHEDULE, AMENDED

EXHIBIT "A-3"
SCOPE OF SERVICES
ADDITIONAL SERVICES

This Exhibit "A-3" Additional Scope of Services amends Exhibit "A" Scope of Services, as previously amended by Exhibit "A-1" and Exhibit "A-2", and should be read together therewith. To the extent the provisions of Exhibit "A-3" directly conflict with original Exhibit "A", Exhibit "A-1", or Exhibit "A-2", the provisions of Exhibit "A-3" will control.

AMENDMENT NO. 3:
ADDITIONAL SERVICES

CONSULTANT will provide additional support to City staff for additional meetings with XCAP and the City Council not included in the original scope of work Exhibit A, amended by Exhibit "A-1", and Exhibit "A-2". The additional services will include the preparation and attendance of up to four meetings, dates to be determined.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

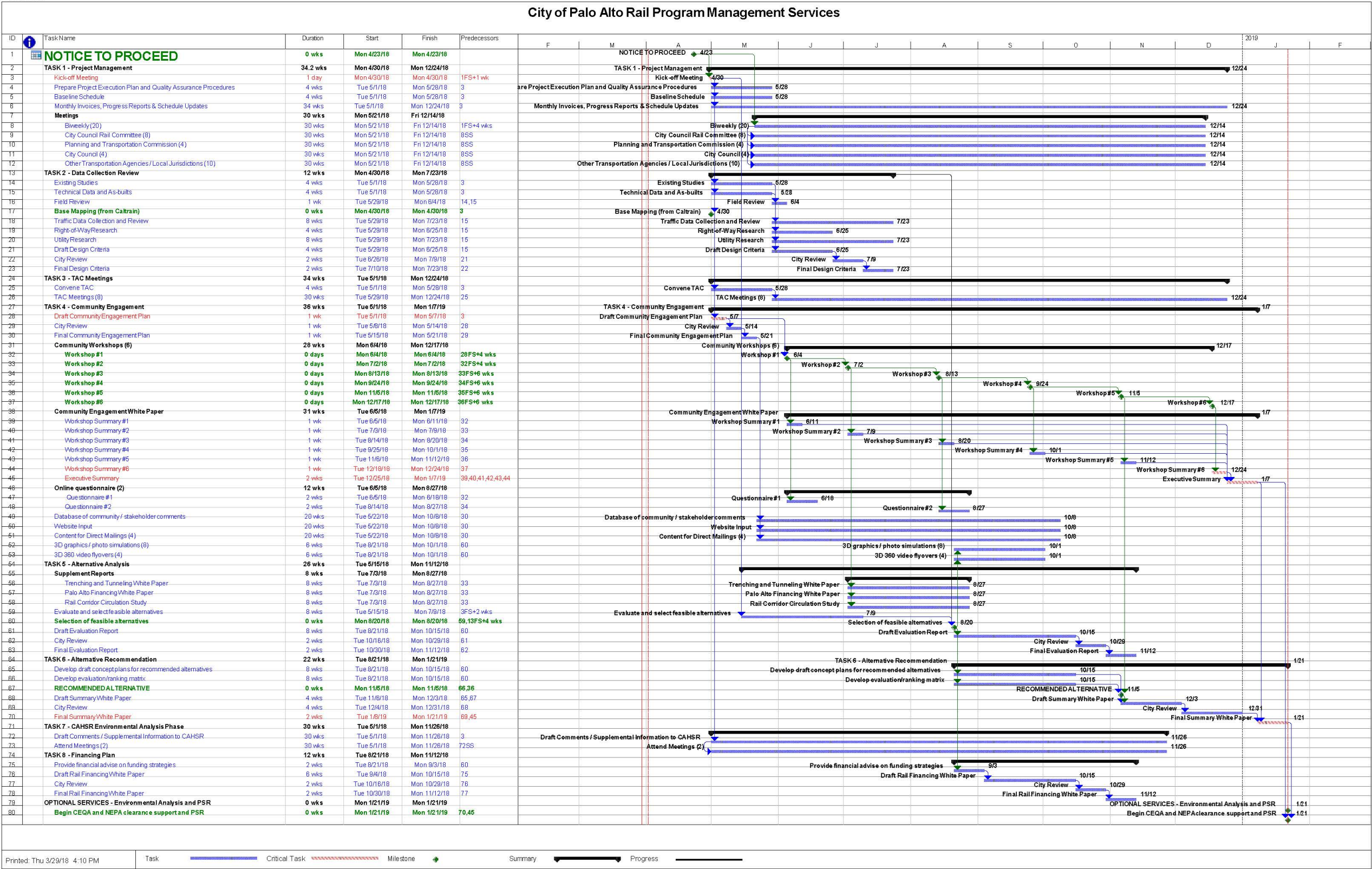
CONSULTANT shall perform the Services so as to complete each task within the number of days/weeks specified on Attachment "B" Schedule of Performance. Attachment "B" reflects the currently anticipated schedule.' CONSULTANT will regularly update the schedule in consultation with CITY's Project Manager. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

(See following page for Schedule included in Amendment No. 2)

AMENDMENT NO. 3:

The dates of up to four meetings in additional services are to be determined.

ATTACHMENT "B" Schedule of Performance



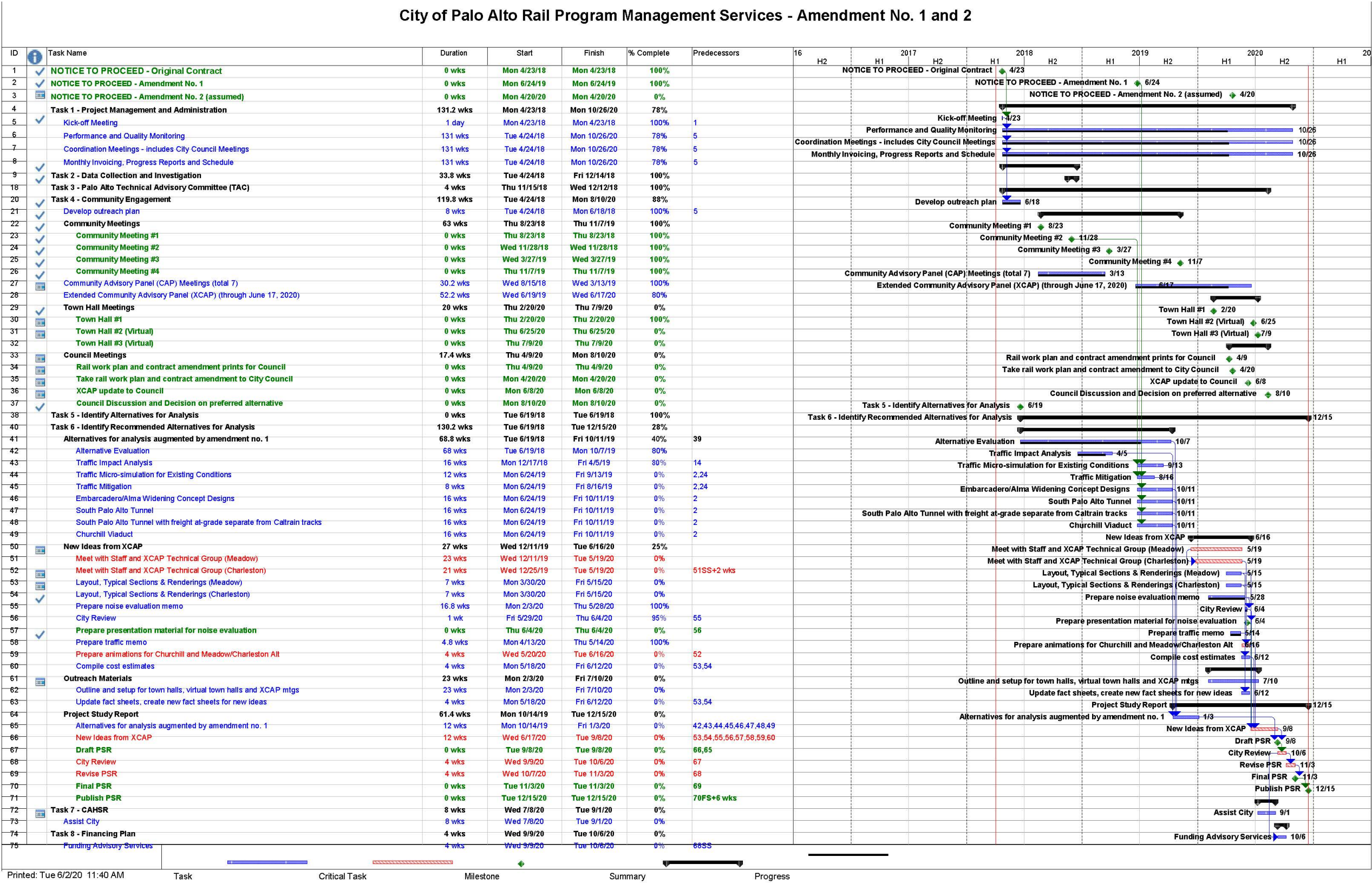


EXHIBIT "C"

COMPENSATION

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

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

TASK		ORIGINAL CONTRACT NOT TO EXCEED AMOUNT	NOT TO EXCEED AMOUNT ADDED OR (SUBTRACTED) BY AMENDMENT NO 1	NOT TO EXCEED AMOUNT ADDED BY AMENDMENT NO 2	NOT TO EXCEED AMOUNT ADDED BY AMENDMENT NO 3
Task 1	Project Management	\$225,184.00	\$136,825	\$48,827	\$0
Task 2	Data Collection & Review	\$121,117.20	\$12,360	\$0	\$0
Task 3	Convene Technical Committee Meetings	\$51,873.60	(\$39,806)	\$0	\$0
Task 4	Community Engagement	\$285,885.60	\$470,050	\$79,626	\$0
Task 5	Identify Alternative	\$177,420.00	\$0	\$0	\$0
Task 6	Identify Recommended	\$312,523.20	\$387,406	\$178,419	\$0
Task 7	Assist with CAHSR Analysis Phase	\$32,424.00	\$0	\$0	\$0
Task 8	Financing Plan	\$28,032.00	\$59,290	\$0	\$0
	Reimbursables and Other	\$44,200.00	\$0	\$3,000	\$0
	Additional Services	0	\$180,000	\$0	\$80,000
	TOTAL CONTRACT AMOUNT	\$1,278,66	\$1,206,126	\$309,872	\$80,000
	MAXIMUM TOTAL	\$2,874,658.00			

TOTAL BASIC SERVICES (AMENDMENT NO. 2)	\$ 306,872.00
TOTAL BASIC SERVICES (AMENDMENT NO. 1)	\$1,026,126.00
TOTAL BASIC SERVICES (ORIGINAL CONTRACT)	\$1,234,460.00
Reimbursable Expenses	\$47,200.00
Additional Services	\$180,000.00
Additional Services (AMENDMENT NO. 3)	\$80,000.00
Maximum Total Compensation	\$2,874,658.00

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 \$2,500.00 shall be approved in advance by the CITY's project manager.

EXHIBIT “C-4” HOURLY RATE SCHEDULE

AMENDMENT NO. 3:

Table 1. Estimated Cost for Each Meeting with City Council or XCAP

		AECOM				Hexgon	Total
		\$326.20	\$280.95	\$220.98	\$206.80	\$290.00	
		Etty	Millette	Peter	Paul	Gary	
		Mercurio	Litzinger	DeStefano	Burge	Black	
	Meeting Preparation	4	16	20	4	8	52
	Attendance	4	4	4		4	16
	Total Hours	8	20	24	4	12	68
	Subtotal Cost	\$2,609.60	\$5,619.00	\$5,303.52	\$827.20	\$3,480.00	\$17,839
10%	Contingency						\$1,784
	Total (rounded to nearest \$1,000)						\$20,000

AECOM 2021 RATE SCHEDULE

The services under this Agreement will be compensated in accordance with the following consultant rate schedule and adjusted annually

Name/Position/Title	Fully-Burdened Hourly Rates**
Principal Professional/Project Director	\$289 - \$412
Senior Project Manager	\$228 - \$358
Project Manager	\$208 - \$292
Lead Project Professional/Engineer	\$215 - \$394
Senior Project Professional/Engineer	\$164 - \$237
Sr. Designer/Lab, Field, or CADD Supervisor	\$144 - \$188
Sr. Technician*	\$126 - \$188
Sr. CADD Technician/Sr. Illustrator/Designer*	\$126 - \$183
Project Professional/Engineer	\$126 - \$214
Project Administrator/Controller	\$119 - \$183
Staff Professional/Engineer	\$106 - \$132
Junior Professional/Engineer	\$63 - \$107
Word Processor/Project Assistant/Editor*	\$71 - \$145
Technician*	\$63 - \$158
CADD Technician/Illustrator*	\$71 - \$130
Clerk/Administrator/Intern*	\$38 - \$117

* Overtime premium charged at cost where required by law for non-exempt employees

** Bill rates are computed as actual pay rate at time of service plus current FAR multiplier plus 10% fee (raw labor + 130.70% for FY 2020 plus 10% fee = 253.77%)

** Salaries are adjusted each January 1, but individual merit or promotional increases may occur at any time.

Hexagon 2021 Billing Rates

<u>Professional Classification</u>	<u>Rate per Hour</u>
President	\$290
Principal	\$250
Senior Associate II	\$230
Senior Associate I	\$215
Associate II	\$195
Associate I	\$175
Planner/Engineer II	\$155
Planner/Engineer I	\$125
Admin/Graphics	\$110
Senior CAD Tech	\$95
Technician	\$75

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2021 and subject to change January 1, 2022.