



City of Palo Alto

City Council Staff Report

(ID # 7396)

Report Type: Consent Calendar

Meeting Date: 12/12/2016

Summary Title: Parks, Trails, Natural Open Space and Recreation Master Plan Contract and Budget Amendment

Title: Approve and Authorize the City Manager to Execute Contract Amendment Number One to Contract Number C14150749 in the Amount of \$138,719 for Project Consultant MIG for Additional Services; and Approve a Budget Amendment in the Capital Improvement Fund (Project PE-13003)

From: City Manager

Lead Department: Public Works

Recommendations

Staff recommends that the City Council

1. Approve and authorize the City Manager or his designee to execute Amendment No. 1 to Contract No. 14150749 with MIG (Attachment A) for \$138,719 for Design Services Including \$20,000 in Additional Services for a total contract amount not to exceed \$515,384 for the Parks, Trails, Open Space and Recreation Master Plan Project (PE-13003).
2. Amend the Fiscal Year 2017 Budget Appropriation Ordinance for the Capital Improvement Fund budget by
 - a. Increasing the Parks, Trails, Open Space and Recreation Master Plan Project (PE-13003) appropriation by \$94,732; and
 - b. Decreasing the Infrastructure Reserve by \$94,732.

Background

The Council approval in 2014 of the Parks, Trails, Natural Open Space and Recreation Master Plan (Master Plan) Capital Improvement Project (PE-13003) initiated the analysis and review of Palo Alto's parks and recreation system for future renovations and capital improvement needs. The Master Plan

recommendations include changing needs and the evolving demands for future recreation, programming, environmental and maintenance investments.

The planning process to develop the Master Plan consists of three phases.

- *Phase 1: Specific Site and Program Analysis and Community Engagement*
Development of a comprehensive inventory and analysis of all Palo Alto parks, trails, developed natural open space areas (picnic areas, parking lots), and recreational facilities and programs; analysis of current and forecasted demographic and recreation trends; and analysis of community recreation needs. Identification of community and stakeholder needs, interests, and preferences for system enhancements using a proactive community engagement process with a broad range of activities.
- *Phase 2: Developing and Prioritizing Project and Program Opportunities*
Preparation of goals, policies and programs, identification of capital projects, needed renovations and other improvements, and prioritization of projects into an implementation timeline of short (5-year), medium (10-year), and long-term (20-year) ranges.
- *Phase 3: Drafting of the Master Plan, Review and Adoption*
Public, Parks and Recreation Commission (PRC) and Council review, and Council approval process to adopt the Master Plan.

A master planning services contract with MIG, a planning consulting firm, was approved in December 2013.

Discussion

The Master Plan completion requires additional time and effort to analyze and develop recommendations for this city-wide study. Based on requests from the Parks and Recreation Commission, additional work is needed, exceeding the authorized Additional Services budget and requiring a contract amendment. In addition, the Master Plan's new policies, programs, and park concepts require an environmental assessment to allow the final master plan document to be incorporated by reference into the City's updated Comprehensive Plan. The environmental assessment was not included in the project's original scope. The new project schedule shows adoption of the Master Plan in spring of 2017.

Staff asked the consultant to perform additional tasks, beyond the original scope and together negotiated the amendment scope and terms.

These tasks include

- additional analysis of the park and recreation system as requested by the Parks and Recreation Commission, meetings and project coordination totaling \$47,084;
- preparation of an environmental assessment totaling \$71,635; and
- additional services (future) totaling \$20,000.

Resource Impact

The available unencumbered budget in the project equals \$43,987. The remaining work to complete the Master Plan exceeds the authorized contract amount by \$138,719, resulting in the need for an adjustment to the FY 2017 budget to increase the Master Plan CIP project by \$94,732 and decrease the Infrastructure Reserve by \$94,732.

Including Amendment No. 1, the contract with MIG totals \$515,384 (summary below). The Master Plan process has been ongoing for three years. The total cost to complete the Master Plan, including \$559,000 in staff time, \$515,384 for the MIG contract, and \$28,588 in other contract expenses for the three year process to date, is approximately \$1.1 million.

MIG Contract Amendment No. 1	\$138,719
MIG Original Contract	\$376,665
Total MIG Contract:	\$515,384

Policy Implications

Approval of the design services for this contract is consistent with City policies.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA), the preparation of a draft Mitigated Negative Declaration will analyze the proposed project, including the Master Plan park concepts. Park concept plans do not constitute approval of

the project and a separate environmental assessment will be performed once the community provides specific input when the project is funded.

Next Steps

December 2016 - February 2017: Environmental assessment and circulation

January 2017 Council Study Session: Draft Master Plan review

Spring 2017: Master Plan Adoption

Attachments:

- Attachment A: Contract Amendment C14150749 (PDF)

**AMENDMENT NO. 1 TO CONTRACT NO. C14150749
BETWEEN THE CITY OF PALO ALTO AND MIG, INC.**

This Amendment No. 1 to Contract No. C14150749 (“Contract”) is entered into on December 5, 2016, by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“CITY”), and **MOORE IACOFANO GOLTSMAN, INC. dba MIG, INC.**, a California corporation, located at 800 Hearst Ave., Berkeley, CA 94710 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the development and drafting of the Parks, Trails, Natural Open Space and Recreation Master Plan (“Project”).

B. The parties wish to amend the Contract by increasing the compensation by \$138,719 and to extend the term through June 30, 2017 for additional scope of design services and an environmental assessment in accordance with the California Environmental Quality Act (CEQA)

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

SECTION 1. Section 1, **SCOPE OF SERVICES** is hereby amended to read as follows:

Consultant shall perform the services described in Exhibit “A-1” as an addition to the Scope of Services described in Exhibit “A” of the original contract in accordance with the terms and conditions contained in this Agreement and this Amendment No.1. The performance of all Services shall be to the reasonable satisfaction of the CITY.

SECTION 2. Section 2, **TERM** is hereby amended to read as follows:

The term of this Agreement shall be from the date of its full execution through June 30, 2017 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. Section 3, **SCHEDULE OF PERFORMANCE** is hereby amended as follows:

Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B” and Exhibit B-1”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. Section 4, NOT TO EXCEED COMPENSATION is hereby amended to read as follows:

The total compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" and Exhibit A-1", including both payment for professional services and reimbursable expenses, shall not exceed **Four Hundred Forty Seven Thousand Two Hundred Fifty Four Dollars (\$447,254)**. In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed **Five Hundred Fifteen Thousand Three hundred Eighty Four dollars (\$515,384)**. 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" and "C-2". 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" and Exhibit "A-1".

SECTION 5. The following exhibit(s) to the Contract is/are hereby added to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A-1" entitled "SCOPE OF SERVICES".
- b. EXHIBIT "B-1" entitled "SCHEDULE OF PERFORMANCE".
- c. Exhibit "C-2" entitled "COMPENSATION".

SECTION 6. 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

MIG, INC.

City Manager (Contract over \$85k)
Purchasing Manager (Contract over \$25k)
Contracts Administrator (Contract under \$25k)

Officer 1

DocuSigned by:
By: *Lauren Schmitt*
54008E162B5C40C
Name: Lauren Schmitt

Title: Principal

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

Officer 2 (Required for Corp. or LLC)

DocuSigned by:
By: *Carolyn Verheyen*
4ACB26EE41DF496...
Name: Carolyn Verheyen

Title: secretary

Contracts Administrator
(Checklist Approval)

Attachments (If applicable):

- a. Exhibit "A-1" entitled "SCOPE OF SERVICES".
- b. EXHIBIT "B-1" entitled "SCHEDULE OF PERFORMANCE".
- c. Exhibit "C-2" entitled "COMPENSATION".

**EXHIBIT A-1
SCOPE OF SERVICES
AMENDMENT NO. 1**

BACKGROUND

CONSULTANT is under current contract to provide the necessary analysis and community outreach work required to draft the Parks, Trails, Natural Open Space and Recreation Master Plan for the City of Palo Alto. Due to the expanded analysis work, extended project schedule and coordination, including preparation of an environmental assessment in accordance with the California Environmental Quality Act (CEQA), additional funding is required to complete the Master Plan.

The purpose of this amendment is to provide funding for design services and to perform an Environmental assessment.

Task 1: Additional Analysis, Meetings and Coordination

The Consultant provided additional analysis for the completion of the Parks, Trails, Natural Open Space and Recreation Master Plan as follows:

1. Develop a potential project and program matrix.
2. Additional meetings resulting from the projects extended schedule.
3. Additional project coordination resulting from the project extended schedule.

Task 2: Environmental Assessment

The Consultant shall prepare an environmental assessment in accordance with the requirements of the California Environmental Quality Act (CEQA) for the completion of the Parks, Trails, Natural Open Space and Recreation Master Plan..

CONSULTANT shall complete the following steps associated with completing the environmental assessment of the project:

1. Initial Project Review
2. Preparation of Project Description
3. Preparation of Administrative Draft of the Initial Study
4. Preparation of the Public Review of the Initial Study
5. Response to Public Comment
6. Draft a Mitigated Negative Declaration (MND)
7. Revisions necessary to gain Council Adoption of the Document
8. Necessary Meetings/Hearings
9. Project Management

**EXHIBIT “B-1”
SCHEDULE OF PERFORMANCE
AMENDMENT NO. 1**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone 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. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion Weeks from NTP
Task 1: Additional Analysis, Meetings and Project Coordination	28
Task 2: Environmental Assessment	28

**EXHIBIT C-2
COMPENSATION
AMENDMENT NO. 1**

The CITY agrees to compensate the 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 of the original contract 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. The 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.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Additional Analysis)	\$47,084
Task 2 (Environmental Assessment)	\$71,635
Sub-total Basic Services	\$118,719
Additional Services (Not to Exceed)	\$20,000
Maximum Total Compensation for Amendment No.1	\$138,719

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.
- C. Presentation boards and mounting.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500.00 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 expense, for such services based on the rates set forth in Exhibit C-1of the original contract. 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