



City of Palo Alto

City Council Staff Report

(ID # 8772)

Report Type: Consent Calendar

Meeting Date: 6/18/2018

Summary Title: Contract Amendment C&S Engineers Inc.

Title: Approval of Amendment Number 5 With C&S Engineers, Inc. Contract Number C15155208A in the Amount of \$119,227 for Construction Administration Services on the Airport Apron Reconstruction, Capital Improvement Program Project AP-16000

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council:

Approve Amendment No. Five to C & S Engineers, Inc. Contract C15155208A (Attachment A) to increase the contract by \$119,227 for a total not-to-exceed amount of \$1,847,012 for construction administration services related to the Airport Apron Reconstruction project (AP-16000).

Background

As a General Aviation Reliever Airport for three primary Bay Area airports, Palo Alto Airport (PAO) is an important airport in the National Plan of Integrated Airport Systems (NPIAS), thereby qualifying for Federal Aviation Administration (FAA) airport improvement grant money for capital improvements necessary for continued safe and efficient operation of an airport. If eligible, 90% of project costs could be awarded. In accepting grant money, PAO is required by law to meet grant assurances and operate the airport in compliance with FAA requirements. The California Department of Transportation (DOT), pursuant to Public Utilities Code Section 21683.1, is authorized to provide AIP matching grants of up to five percent (5%) of FAA grant amounts. Staff will apply for and seek the maximum amount of state matching grant funds if these funds are available from DOT.

The Airport Apron Reconstruction Project, recommended as an important safety-related maintenance and modernization project in the results of an airport infrastructure analysis, was designed to be constructed according to industry standards, in as many as five phases dependent on financing and the logistics of moving tie-downs and mobilization. Prior to initiating the first phase of construction, a geotechnical analysis was conducted on the subgrade and the material determined to be a very soft clay termed “bay mud.” The inconsistent water table due to San Francisco Bay proximity has resulted in minimum subgrade drainage and compaction that do not meet FAA load-bearing capacity requirements.

To provide on-call design services, construction administration, environmental studies, and planning functions required for FAA Airport Capital Improvement Program projects, PAO contracts with consultants, including C & S Engineers, Inc. On-call consultant services contracts that are compliant with FAA requirements are eligible for 90% reimbursement.

Since October 2014, PAO has had a contract with C & S Engineers, Inc. for on-call consulting services for various capital projects including the Airport Apron Reconstruction Project. Previous staff reports regarding amendments the C & S Engineers, Inc. contract are referenced below:

CMR [4948](https://www.cityofpaloalto.org/civicax/filebank/documents/44370) (<https://www.cityofpaloalto.org/civicax/filebank/documents/44370>)

CMR [6367](https://www.cityofpaloalto.org/civicax/filebank/documents/50107) (<https://www.cityofpaloalto.org/civicax/filebank/documents/50107>)

CMR [7165](https://www.cityofpaloalto.org/civicax/filebank/documents/53575) (<https://www.cityofpaloalto.org/civicax/filebank/documents/53575>)

CMR [7366](https://www.cityofpaloalto.org/civicax/filebank/documents/54567) (<https://www.cityofpaloalto.org/civicax/filebank/documents/54567>)

CMR [8127](https://www.cityofpaloalto.org/civicax/filebank/documents/61157) (<https://www.cityofpaloalto.org/civicax/filebank/documents/61157>)

Discussion

Due to the geotechnical findings, design and preparation of the subgrade has changed from the industry standard for reconstructing pavement. The report recommends 5-10% cement be added to a combination of materials, mixed with existing subgrade and returned to the void, where it should set and cure quickly to provide a stable working platform that meets FAA requirements and ensures PAO has an apron that meets useful life standards.

As required by the FAA, supplemental soil tests will need to be performed to finalize design of the remaining phases of the Airport Apron Reconstruction project (AP-16000). Bidding documents for the next phase(s) will be prepared by C & S to reflect the subgrade preparation as required.

Resource Impact

The engineering firm was selected through a FAA procurement process having a term of 5 years. Since the Airport Enterprise Fund was newly established, this contract was increased when funding was identified. Work performed by C&S under this contract amendment will be done in FY 2019, so approval is subject to the City Council's adoption of the FY 2019 Budget. Funding has been recommended in the Airport Fund Capital Improvement Program Airport Apron Reconstruction project AP-16000 in FY 2019 and is contingent on Council's approval of the FY 2019 Proposed Capital Budget. These costs are eligible for FAA grant reimbursement of 90% which is equal to \$107,304 and has also been recommended as part of the 2019 Proposed Capital Budget .

Environmental Review

The subject project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. Specifically, CIP AP-16000 is categorically exempt from the provisions of CEQA per Section 15301 (Existing Facilities).

Policy Implications

This recommendation does not represent any change to existing City policies.

Attachments:

- Attachment A: C&S Engineers Inc. Contract Amendment No. 5

**AMENDMENT NO. FIVE TO CONTRACT NO. C15155208A
BETWEEN THE CITY OF PALO ALTO AND C & S ENGINEERS, INC.**

This Amendment No. Five to Contract No. C15155208A (“Contract”) is entered into June 18, 2018 by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and C & S ENGINEERS, INC., a New York corporation, located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (“CONSULTANT”).

RECITALS

A. The Contract was entered into on October 27, 2014 between the parties for the provision of On-call engineering services including planning, design engineering, environmental analyses, grant management and construction management.

B. The parties wish to amend the Contract to increase the funding to cover an additional task orders.

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

SECTION 1. Section 4. NOT TO EXCEED COMPENSATION is hereby amended to read as follows:

“The compensation to be paid to CONSULTANT for performance of the Services as amended above, including payment for professional services, shall not exceed One Million Eight Hundred Forty-Seven Thousand Twelve Dollars (\$1,847,012).”

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 hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee

APPROVED AS TO FORM:

City Attorney or Designee

Director of Public Works

Attachment:
EXHIBIT "C": COMPENSATION

C & S ENGINEERS, INC.

DocuSigned by:
By: *Jessica Bryan*
64EC4809214E4D2...
Name: Jessica Bryan

Title: Department Manager

DocuSigned by:
By: *Michael D. Hotaling*
9CC1DB51E6974C8...
Name: Michael D. Hotaling

Title: Senior Vice President

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, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement 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 \$250 shall be approved in advance by the CITY's project manager.