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To: [Council, City: Council Agenda Email](#)
Cc: [Executive Leadership Team: ORG - Clerk's Office](#)
Subject: Council Agenda Consent Questions for December 16: Items 6, 8, 9, 10
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Council Question Response

Dear Mayor and Council Members:

On behalf of City Manager Ed Shikada, please find below the staff responses to inquiries made by Council Member Tanaka and Cormack in regard to the December 16, 2019 Council Meeting agenda.

- Item 6: Amendment of Building Eye Contract
- Item 8: Shuttle Service Contract
- Item 9: Approval of Three Contract Amendments for Mobility on Demand FTA Grant
- Item 10: Approval to Extend Term of Contract with Midpen Media Center

Item 6: Amendment of Building Eye Contract

CM Tanaka

1. **Why is the three year contract amount (\$229,250) inconsistent with the previous contract amount of \$50,000? The previous contract amount implies a three year contract should cost \$150,000.**

Please see contract Exhibit C. The previous contract amount only covered the licensing costs for one year for our three modules: code enforcement; building; and, planning. The sum of the cost of those three licenses was \$50,000. Although the previous contract listed an amount for additional services, we were not able to utilize any additional services since the contract limit was budgeted only for the licenses. This amendment adds \$179,250 which includes \$149,250 for the licenses (for three years) plus \$29,250 (equal to \$9,750 per year) for extra work and additional services. Since Building Eye provides a geographical display of building, planning, and code enforcement activity to the public, staff recommends that the contract include an amount for additional contract services in case they are needed to assist with the transition to GIS or to make requested modifications to the system. The contract requires that all extra work and additional services are to be authorized by the City in advance. Building Eye will only be paid for services rendered so if additional services are not needed over the three year contract period, there will be no cost to the City.

Item 8: Shuttle Service Contract

CM Tanaka

1. **How can we ensure the services will uphold the promises that Transmetro made?**

Please see Section E of the contract for the complete liquidated damage terms. The contract terms include liquidated damages for failure to perform services, as follows:

- Non-performance - \$200 per missed trip and \$100 per late departure
- Unsafe/inoperative vehicle - \$250 per day

- Non-compliant vehicle - \$500 per vehicle per day
- Non-compliance with State and Federal safety standards - \$500 per vehicle per day
- Inoperative real-time vehicle tracking information - \$50 per day

In addition, liquidated damages will be assessed for other non-performance items (i.e. dirty vehicles, vehicle signage, emissions compliance, and report submission).

2. Currently, the transportation system which is alongside the Palo Alto school schedules often don't line up as these free shuttle services arrive late in the morning, causing students to be late. Will this contract address this issue?

The contract with Transmetro allows the Office of Transportation to adjust schedules as necessary. Staff will work with the schools to ensure that our schedules provide adequate time for students to arrive on time for school start, as well as lining up the schedules with school dismissal times (allowing times for students to walk between the shuttle stop and their classrooms).

3. What are the plans to increase shuttle ridership and frequency of service?

The first item of importance for increasing ridership is to provide reliable on-time service and real-time travel information. The new contractor has technology that will provide staff with data to ensure that on-time performance is occurring and to evaluate ridership. Additionally, the contract includes terms to require wrapping of the shuttles which will provide a visual branding to help raise awareness.

The current item does not request any additional frequency of service, it is only to continue the service at the existing frequency. Staff will return to Council with options for modifying shuttle services at a later date.

4. What is the reason behind the price difference? Is there a difference in how much they pay their drivers?

Bidders do not submit the breakdown of their costs, and we do not know the current rates that are being paid to the drivers under the existing contract. However, it is not unusual for bids to come in lower in these types of contracts as vendors get an economy of scale through having multiple contracts in an area. Transmetro is headquartered in San Francisco and most of their shuttle operations are in the area. The current contractor, MV Transportation, is an international company headquartered in Texas.

Item 9: Approval of Three Contract Amendments for Mobility on Demand FTA Grant

CM Tanaka

1. What specifically is the money used for in regards to each amendment?

As discussed in the staff report, implementation of certain elements in the grant project has required an extension to the project schedule. As a result of this schedule revision, contracts need to be extended for all relevant supporting contractors.

Prospect Silicon Valley will continue to their work on the following six tasks: (1) Project Administration; (2) Software Enhancement and Development; (3) Employer Pilots; (4) Gap Filling; (5) Policy Work and Knowledge Sharing; and (6) Draft and Final Project Report. The breakdown can be seen in the amended Exhibit "C": Compensation.

Hillary M. Rupert will continue her work as project manager of the project.

RideAmigos will focus on continued maintenance, support, and optimization of the software.

2. Why did the compensation increase by \$26,000?

The contract limit for Prospect SV increased by \$26,000 to cover the work to be completed as a result of the four month extension of the overall project timeline.

3. What warranted this increase?

The contract limit increases for the contract amendments are a result of the four month extension of the overall project timeline.

4. Why are these amendments bundled together?

The three amendments are bundled together because they are all supporting contracts for the Mobility on Demand FTA Grant. The contract extensions are being funded by the remaining FTA grant funds.

5. How have these vendors been performing so far?

The project vendors continue to meet and exceed project expectations and remain committed to success of the project. ProspectSV continues to serve as the project's mobility as a service/mobility on demand "subject matter expert" and is instrumental in supporting the technical requirements of the project.

RideAmigos continues to provide enterprise software support. The software platform allows for the facilitation of trip logging and trip planning, employee engagement, as well as gamification and incentives. The platform also contains a dashboard that allows the City to quickly see key data points - a couple of which are how many non-single occupancy vehicle miles have been traveled by the pilot participants and how many pounds of Co2 have been saved. Hillary Rupert continues to serve as the overall project manager for this complex multi-stakeholder project. She continues to facilitate partnerships, manage the workflow and deliverables, ensure the project stays on track and works closely with the City's grant administrators to ensure the project stays in compliance. The FTA was in Palo Alto for a site visit at the beginning of November. All eight key pilot partners and vendors participated in the almost 1 ½ hour meeting. The FTA left the meeting with "a better understanding and appreciation of the project and what the project is doing." FTA also commented that we have "a very nice group of partners."

6. Where are the mentions of the budget schedules for Amendments 1 and 3?

For the contract with Prospect SV, the amended Exhibit "B": Schedule of Performance and Exhibit "C": Compensation are attached to the contract amendment in Attachment A.

For the contract with Hillary M. Rupert, her work is compensated based on an hourly rate, which is based on the demands of the project.

For the contract with RideAmigos, the amended Exhibit "B": Schedule of Performance is attached to the contract amendment in Attachment C, which outlines the payment schedule.

1. **What will the city receive when the contracts are extended and/or the pilot is complete?**

The City is already receiving non-tangible benefits with the ongoing facilitation of partnerships and relationships with the project partners. It is also on the cutting edge of a mobility project that seeks to address sub-regional transportation challenges and find innovative solutions.

The final deliverable to the FTA, due on March 31, 2020, is a report and findings that captures relevant qualitative and quantitative data. This data will include information detailing the history of the single occupancy vehicle sub-regional challenge and the rationale for each of the cities that joined the pilot. (e.g., traffic congestion increases specific to each community, worksite distance from transit, challenges with recruiting/retaining staff due to long commute distances, limited staffing/technology support for commute programs, etc.) The final deliverable will include a description of each city's objectives and what it hoped to discover during the pilot. (e.g., reduce carbon footprint, increase employee engagement, ROI for different tools/programs/ideas, etc.) In addition, the report will include a description of each city's pilot program including benefits/incentives/subsidies along with any findings and conclusions about the project – both positive and negative.

At a micro-level, ideally, this information will help the City of Palo Alto better understand its transportation challenges and solutions and how transportation demand management will affect or impact the City's programs and single occupancy vehicle reduction rate.

Item 10: Approval to Extend Term of Contract with Midpen Media Center

CM Tanaka

1. **How many viewers are there on TV versus online?**

The Media Center does not track TV viewers due to it being cost prohibitive to collect the data. The Media Center does not track online views, but that data can be seen by checking view counts on YouTube for the meetings. View counts for recent meetings were in the 50-80 views range.

Thank you,
Judy



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