



City of Palo Alto

City Council Staff Report

(ID # 10634)

Report Type: Consent Calendar

Meeting Date: 11/18/2019

Summary Title: Page and Turnbull Contract Amendment to Increase by \$50,000 and Extend Term to Oct. 2021

Title: Approval of Amendment Number 4 to Contract Number S17166441 With Page and Turnbull for Historic Planning On-call Services to Extend the Contract Term to October 2021 and Increase the Contract Limit by \$50,000 for a Total Not-to-Exceed Amount of \$134,500. This Project is Exempt From the California Environmental Quality Act (CEQA)

From: City Manager

Lead Department: Planning and Development Services

Recommendation

Staff recommends that the City Council authorize the City Manager or his designee to approve Amendment 4 to Contract S17166441 (Attachment A) with Page and Turnbull to increase the contract not-to-exceed by \$50,000 (to \$134,000) and extend the term to October 2021 for additional historic planning work on an on-call basis.

Background

Planning has historically maintained contracts with several consultants to provide various on-call planning services. The department relies on on-call service providers to work on special projects requiring particular areas of expertise, when staff vacancies are high, or to address increases in workload.

Under separate contracts with the City, Page and Turnbull created the Eichler Guidelines and the Professorville Guidelines for Palo Alto. Page and Turnbull was also selected to provide on-call historic expertise as a result of an informal solicitation conducted by the department in 2016. The strong familiarity and understanding of the City's Historic Planning program makes Page and Turnbull uniquely qualified to provide historic planning expertise. The department utilizes this expertise only when necessary.

The existing Page and Turnbull on-call contract expires shortly. Staff requests Council approval of a contract amendment to increase contract authority to \$134,500 and extend the term of the contract through October 30, 2021.

Resource Impact

Based on the past rate of contract usage, staff projects an expenditure of approximately \$25,000 per year. There is sufficient funding in the Fiscal Year 2020 Adopted Operating Budget for the first year of the contract amendment within the Planning and Development Service's Current Planning contracts budget. Funding for the second year will be included as part of the base budget in the development of the FY 2021 Budget and is subject to City Council approval.

Stakeholder Engagement

An informal solicitation was conducted as well as outreach to other city departments involved in the review and administration of City contracts.

Environmental Review

This project is exempt from environmental review under Section 15061 of the California Environmental Quality Act Guidelines.

Attachments:

- Attachment A: Amend #4 S17166441 Page and Turnbull

**AMENDMENT NO. 4 TO CONTRACT NO. S1716441
BETWEEN THE CITY OF PALO ALTO AND
PAGE & TURNBULL, INC.**

This Amendment No. 4 (this "Amendment") to Contract No. S1716441 (the "Contract" as defined below) is entered into as of October 21, 2019, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PAGE & TURNBULL, INC., a California corporation, located at 170 Maiden Lane Street, Fifth Floor, San Francisco, California, 94108 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of October 17, 2016, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term and increase the compensation from \$84,500.00 by \$50,000.00 to \$134,500.00 for the continuation of services as specified in Exhibit "A" Scope of Service.

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. S17166441 between CONSULTANT and CITY, dated October 17, 2016, as amended by:

Amendment No.1, dated June 7, 2018

Amendment No.2, dated February 25, 2019

- 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 October 30, 2021, 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” (“Basic Services”), and reimbursable expenses, shall not exceed One Hundred Thirty-Four Thousand Five Hundred Dollars (\$134,500.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. 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. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “C” entitled “COMPENSATION”, AMENDED, REPLACES PREVIOUS.
- b. Exhibit “C-1” entitled “SCHEDULE OF RATES”, AMENDED, REPLACES PREVIOUS.

SECTION 5. 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 6. 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

PAGE & TURNBULL, INC.

City Manager (Contract over \$85k)

Name: Ruth Todd

Title: Principal

APPROVED AS TO FORM:

City Attorney or designee

Attachments:

EXHIBIT "C": COMPENSATION, AMENDED, REPLACES PREVIOUS.

EXHIBIT "C-1": SCHEDULE OF RATES, AMENDED, REPLACES PREVIOUS.

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 except as expressly modified below 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, except as expressly modified below.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$200.00 shall be approved in advance by the CITY's project manager.

As of the effective date of Amendment No. 3 to this Agreement, reimbursable expenses shall be billed at cost and limited to the following:

- Cost of printing or duplication of drawings, specifications, reports and cost estimates.
- Tolls, parking fees, and local travel charged in accordance with IRS code.
- Long distance telephone service and facsimile charges.
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.
- Postage and delivery charges.

- Travel, lodging, subsistence and out-of-pocket expenses for authorized travel in connection with contract services.
- Fees for consultant services and subcontractors retained with approval of client shall include a mark-up of 15%.

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.

EXHIBIT "C-1"
SCHEDULE OF RATES

PAGE & TURNBULL PROFESSIONAL FEE SCHEDULE

Principal	\$240.00/ hour
Project Manager	\$150.00/ hour
Architectural Historian	\$110.00/ hour
Cultural Resources Planner	\$120.00/hour
Graphic Designer	\$120.00/ hour

AMENDMENT No. 4

The following rates are effective as of the effective date of Amendment No. 4 to this Agreement, and replace the rates stated above. Rates increase annually on 1 January by 3-5% typically.

Founding Principal	\$285.00–\$380.00
Principal	\$225.00–\$285.00
Associate Principal	\$145.00–\$225.00
Senior Associate	\$115.00–\$185.00
Associate	\$100.00–\$150.00
Architect	\$150.00–\$200.00
Designer, Conservator, or Planner	\$ 95.00–\$160.00
Senior Historian	\$ 130.00–\$170.00
Historian	\$ 90.00–\$150.00
Administrative / Graphics Personnel	\$ 90.00–\$175.00
Architectural Assistant	\$ 85.00–\$ 100.00