



CITY OF
**PALO
ALTO**

**CITY OF PALO ALTO
CITY COUNCIL
Special Meeting
Monday, May 22, 2023
Council Chambers & Hybrid
5:30 PM**

Agenda Item

6. Approve the Services Agreement between the City of Palo Alto and the Peninsula Corridor Joint Powers Board (Caltrain) for the Connecting Palo Alto Grade Separation Projects and Authorize the City Manager to Execute the Agreement; CEQA status – not a project. *Q&A*



City Council Staff Report

From: City Manager

Report Type: CONSENT CALENDAR

Lead Department: Transportation

Meeting Date: May 22, 2023

Report #:2304-1237

TITLE

Approve the Services Agreement between the City of Palo Alto and the Peninsula Corridor Joint Powers Board (Caltrain) for the Connecting Palo Alto Grade Separation Projects and Authorize the City Manager to Execute the Agreement; CEQA status – not a project.

RECOMMENDATION

Rail Committee and Staff recommend the City Council approve the Services Agreement between the City of Palo Alto and Peninsula Corridor Joint Powers Board (PCJPB/Caltrain) in the amount of \$106,677 for Caltrain to provide technical input on the conceptual designs of rail grade separations of the Connecting Palo Alto Grade Separation Project and authorize the City Manager or their designee to execute the agreement.

EXECUTIVE SUMMARY

The Connecting Palo Alto rail grade separation project involves working on the active railroad crossings owned and operated by Peninsula Corridor Joint Power Board (Caltrain). Therefore, the project requires coordination with Caltrain as the City undertakes the conceptual design phase for selecting preferred alternative(s). This agreement between the City of Palo Alto and Caltrain will allow for Caltrain to provide technical comments in compliance with Caltrain planning and design criteria as the City selects the preferred alternative(s), and to set up a process for developing the cooperative agreement for future project development.

The Rail Committee has reviewed the proposed Service Agreement between the City of Palo Alto and Caltrain on April 26, 2023 and unanimously recommend approval of the Agreement to the City Council.

BACKGROUND

Rail Grade Separation at crossings in Palo Alto along the Caltrain corridor is an ongoing project. Over the past several years, the City has been working on developing conceptual plans to review various alternatives for rail grade separations at the three crossings of Churchill Avenue,

Meadow Drive, and Charleston Road.

With the support of consultants and community input, project alternatives were developed and reviewed with the goal of selecting the preferred alternative for grade separation at these crossings. A Citizen Advisory Panel (CAP) was created in 2018 for advising staff and consultants on developing alternatives, improving community outreach, and communications efforts, and the Expanded Community Advisory Panel (XCAP) was created in 2019 for the evaluation of the Connecting Palo Alto railroad grade separation alternatives at the three crossings.

In 2021 after receiving XCAP recommendations, the City Council selected the preferred alternative and backup alternative for Churchill Avenue and narrowed alternatives in consideration to the three alternatives at Meadow Drive and Charleston Road. In addition, the Council directed staff to perform additional studies to further assist the review of the alternatives in consideration for the selection of preferred alternative(s) and reinitiated the Rail Committee. Staff is currently working on the refinement of partial underpass alternative at Churchill Avenue, Underpass Alternatives at Meadow Drive and Charleston, and conducting additional studies that would assist in further review of the alternatives.

DISCUSSION

The Rail Grade Separation Project involves working on the active railroad crossings owned and operated by Peninsula Corridor Joints Power Board (Caltrain). Therefore, the project requires coordination with Caltrain as the City undertakes the conceptual design phase for the selection of preferred alternative(s).

This coordination will support the review of the conceptual plans for compliance with Caltrain planning and design criteria and other documentation in the early phase of the project development. Additional Agreements and/or Amendments will be necessary as the City progresses towards completion of the project. These future Agreements and/or Amendments will include updated schedules and budgets as appropriate. Therefore, future Agreements and/or Amendments may include but may not limited to the following tasks:

- ***Coordination during Advanced Conceptual Design/Preliminary Design (Up to 15% Design):*** Caltrain planning coordination, technical review and comments of advanced design alternatives (LPAs) further developed by the City, if needed, prior to Preliminary Engineering/Environmental Clearance phase.
- ***Alternative Contract Delivery Analysis*** to recommend the optimal contract delivery method based on the selected LPAs' unique characteristics and complexities. Document recommendations in an Alternative Project Delivery Decision Report.
- ***Development of a Cooperative Agreement*** to address funding, roles and responsibilities, budgets, and schedule for the subsequent phases.

- ***Development of the Request For Proposals (RFP/s)*** for advancing the project to the subsequent phases in accordance with the consensus alternative delivery method recommendation. The scope of work for the RFPs will vary as necessary based on the recommended contract delivery method selected for the project.

Based on the Caltrain review and comments, additional work may be required to perform changes to the project plans, profiles, renderings, studies, other associated documents, and prepare submittals required for finalizing the Local Preferred Alternative and completion of the final conceptual design phase package. The scope of work in the existing contract with AECOM Consultants does not cover this work. Therefore, staff will need to procure the services of the consultant through an amendment to the existing contract of the consultant, obtain a new consultant to perform this additional work, or integrate it into future phases of project design. Also, staff will coordinate with the Valley Transportation Authority (VTA) for an amendment to the existing agreement to include this work for funding through the 2016 Measure B Grade Separation funding.

On April 26, 2023, the Rail Committee reviewed the proposed Service Agreement between the City of Palo Alto and Caltrain and unanimously recommended approval of the agreement to the City Council. Therefore, staff recommends that the City Council approves the Service Agreement with Caltrain and authorize the City Manager to execute the agreement.

RESOURCE IMPACT

Funding to accommodate a portion of this work through Fiscal Year 2023 is available in the Railroad Grade Separation and Safety Improvements project (PL-17001). Funding for the remaining portion of the agreement will be considered during the Fiscal Year 2024 budget process, and funding for amendments to the agreement and/or future agreements will be requested as needed or appropriated through the annual budget process.

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.

STAKEHOLDER ENGAGEMENT

This agreement will provide a formal structure for Caltrain to provide technical comments on the rail crossing alternatives as the City moves forward on selecting a preferred alternative(s). The agreement was discussed at the Rail Committee's regular meeting on April 26, 2023 where public comment was taken.

ATTACHMENTS

Attachment A: Services Agreement

APPROVED BY:

Philip Kamhi, Chief Transportation Official

SERVICES AGREEMENT
BETWEEN
PENINSULA CORRIDOR JOINT POWERS BOARD
AND THE CITY OF PALO ALTO
FOR THE
CONNECTING PALO ALTO PROJECT

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between the Peninsula Corridor Joint Powers Board, hereinafter referred to as “PCJPB” or “Caltrain,” and the City of Palo Alto, hereinafter referred to as “City,” as of the last date of signature set forth in the signature blocks.

I. RECITALS

1. Project Description

The City of Palo Alto is the project sponsor for the proposed grade separation of the Caltrain right-of-way (ROW) at Churchill Avenue, Meadow Drive, and Charleston Road, in Palo Alto. The Project envisions separating these roads from the Caltrain rail alignment at these three current at-grade crossings, respectively located at mileposts 30.88, 32.86, and 33.20. Additionally, the Project would include a new bicycle and pedestrian undercrossing at either Kellogg Avenue or Seale Avenue. (See Appendix A). The City of Palo Alto is entering into this Agreement with Caltrain.

2. Project Background

The City of Palo Alto initiated the plan to consider grade separation at all four of the existing at-grade crossings in Palo Alto a decade ago. Since 2017, the City's focus has been on the three (3) grade crossings of Churchill Avenue, Meadow Drive, and Charleston Road as part of the Railroad Grade Separation and Safety Improvements Capital Improvement Project, also referred to as “Connecting Palo Alto”. The crossing at Palo Alto Avenue was separate to be integrated with the Downtown Coordinated Area plan.

On May 23, 2022, the City Council approved an amendment to the City’s contract with AECOM – referred to in this Agreement as the “City’s Design Engineer” for the Railroad Grade Separation and Safety Improvements Capital Improvement Project. The amendment directs AECOM to conduct additional studies, outreach, and support to city staff to identify and develop the City’s locally preferred alternatives for the three grade separations.

Currently, five (5) conceptual alternatives are under consideration, either as preferred or back-up alternatives:

- Churchill Avenue:
 - **Churchill Avenue Partial Underpass.** This alternative includes a pedestrian underpass at Kellogg Avenue or Seale Avenue. It was selected by the Palo Alto City Council as the locally preferred alternative in November 2021.
 - **Churchill Avenue Closure with Mitigation.** This alternative includes two (2) options and is the “back-up alternative” for Churchill Avenue.
- Meadow Drive and Charleston Road:
 - **Meadow Charleston Trench.**
 - **Meadow Charleston Hybrid.**
 - **Meadow Charleston Underpass.**

Since Project initiation, the Palo Alto City Council has created two (2) advisory panels to inform the alternatives analysis and decision-making processes. These advisory panels are the Citizen Advisory Panel, created in 2018 for advising staff and consultants on developing alternatives and improving community outreach and communications efforts, and the Expanded Community Advisory Panel, created in 2019, for the evaluation of the Connecting Palo Alto railroad grade separation alternatives at the three crossings. The City Council also has a Rail Committee.

3. Caltrain Processes Background

Upon invitation, Caltrain presents updates on capital project efforts adjacent to the City of Palo Alto-led grade separation projects at the City’s Rail Committee. In September 2022, Caltrain staff briefed this committee on the San Francisquito Creek Bridge’s due diligence effort. Topics included: inspection methodology, bridge monitoring plan, estimated timing of bridge replacement, proposed coordination strategy with the City, and project next steps.

In December 2022, Caltrain staff presented information to the Rail Committee pertaining to the Service Agreement process. Presentation topics included: update from ongoing coordination between City and Caltrain, technical guidance still needed by City, the purpose and need for service agreements, present and future City/Caltrain service agreement scope, timing for project handoff to Caltrain, and project next steps.

Since about 2018, Caltrain has received correspondence from the City of Palo Alto documenting the City’s desire to explore grade exceptions, requesting the elimination of the four-tracking requirements in Palo Alto, and requesting the review of several design criteria including, but not limited to,

increasing the maximum allowable grade design and reducing vertical clearance standards. Caltrain provided responses to the City's inquiries on these topics in December 2018 and August 2022.

In its response to the City of Palo Alto, Caltrain described how it would address the technical questions surrounding the City's three grade separation projects. This third-party Service Agreement provides a framework for Caltrain staff to review specific technical and design related questions as they pertain to the grade separation alternatives under consideration, their specificities, and uniqueness. The questions to be addressed include the curve of the track alignment at Palo Alto Ave, the vertical clearance standard, and the thickness of the bridge deck.

Regarding four track refinement, Caltrain is currently engaging in further work to refine the four-track segments through the Corridor Crossings Strategy in order to support the Board adopted service vision. This analysis will involve consideration of four-tracking along the entire Caltrain Corridor; this geographic scope is required to complete the analysis. The analysis will also include consultation with UPRR. Caltrain expects to complete this work by the end of 2023, but should note that it will require JPB action to finalize.

Should the City's timeline for advancing these projects not accommodate the timing needed to determine the limits of a future four-track segment in northern Santa Clara County, Caltrain would require the City of Palo Alto to pursue a design that does not preclude a four-track segment. In this instance, Caltrain staff would assist City staff in determining the most appropriate path forward to revise the current alternatives under consideration.

4.1 Third Party Service Agreement During Early Conceptual Design (and Selection of Locally Preferred Alternative (LPA))

As the third-party project sponsor, the City is required to coordinate with Caltrain staff as the City undertakes the conceptual design phase of the capital project development process and prepares for the City Council's selection of LPAs.

This coordination is needed to verify compliance with Caltrain planning and design criteria and other documentation as mentioned above and included below in Section II. This Agreement outlines necessary Caltrain participation and technical review, as well as an associated budget and schedule for Caltrain staff time that is reflective of the level of support required during this early phase of the project. The level of Caltrain involvement is based on Caltrain's assessment of the project's scale, complexity, and the specific requests expressed thus far by the City of Palo Alto in previous correspondence to Caltrain.

The purpose of this initial Agreement is for Caltrain to provide early coordination and technical input and expertise to inform the process, while the City manages the development of alternatives, considers tradeoffs, and ultimately selects the LPAs to advance for community input and consideration of potential environmental consequences. Typically, the conceptual design phase culminates in the production of 15% design documents that reflect the community's LPAs and compliance with

Caltrain's standards and requirements. *For more information on Design Standards, see Section 4.2.* However, Caltrain understands the City may reach final decisions on the LPAs before or without producing the full list of 15% design documents. Under this scenario, Caltrain will work with City staff to determine the necessary deliverables needed to advance the projects to the next design phase.

This first Agreement of several provides the initial framework for Caltrain staff to assist the City as it advances development of the conceptual designs for the alternatives described above in Section I.2 (Project Background). It is assumed by the parties that multiple Agreements and/or amendments will be needed as the City progresses towards completion of the conceptual design phase. These future Agreements and/or amendments will include updated schedules and budgets as appropriate.

On a broad level, it is anticipated that agreements for future work phases will include tasks such as those identified below. It is assumed by the parties that the City of Palo Alto and Caltrain will collaboratively develop future scopes of work to reach consensus on the work needed to advance the project to the next phase.

It is understood that the conceptual plans being developed by the City for the selection of its LPAs will require additional design work for the Preliminary Engineering and Environmental phase of the project and that there will be significant community involvement during all phases of the project. Future Agreements and/or amendments may include but may not be limited to the following tasks:

- **Coordination during Advanced Conceptual Design (Up to 15% Design):** Caltrain planning coordination, technical review and comments of advanced design alternatives (LPAs) further developed by the City prior to Preliminary Engineering/Environmental Clearance phase.
- **Alternative Contract Delivery Analysis** to recommend the optimal contract delivery method based on the selected LPAs' unique characteristics and complexities. Document recommendations in an Alternative Project Delivery Decision Report.
- **Development of a Cooperative Agreement** to address funding, roles and responsibilities, budgets, and schedule for the subsequent phases.
- **Development of the Request For Proposals (RFP/s)** for advancing the project to the subsequent phases in accordance with the consensus alternative delivery method recommendation. The scope of work for the RFPs will vary as necessary based on the recommended contract delivery method selected for the project.

The scope of work specified in the agreement may be modified by mutual written agreement of the project managers so long as the work is completed within the timeline and budget of the agreement.

4.2 Caltrain Design Standards

Determination of compliance with Caltrain's standards is typically achieved through review of Preliminary (15%) Design Submittal Checklist items (See Appendix C) and namely, the Preliminary

15% Design Criteria and Basis of Design. Caltrain's Engineering Standards include design criteria, specifications, drawings, design and maintenance of structures, excavation support systems and CADD standards.

Given the City-led conceptual design phase is not scoped to produce all Preliminary (15%) Design deliverables listed in the Checklist, Caltrain will assist City staff and their conceptual design consultants with interpreting Caltrain standards and incorporating them into the alternatives currently under considerations.

It is understood by all parties that Caltrain's Engineering Standards (Design Criteria, Standard Drawings and Standard Specifications) are currently being updated to accommodate for an electrified rail environment. Caltrain will work with the City to identify and communicate those standards which are currently being updated and their planned completion, as well as how best to incorporate these updated standards into project documents.

II. TERMS OF AGREEMENT

1. Scope of Work

To support the review and coordination of the City's initial conceptual design phase and selection of LPAs, the tasks described in this Scope of Work will be completed by Caltrain under this Agreement.

It is assumed that regular coordination and document review meetings will be held between participating parties on an as-needed basis among staff for the City and Caltrain.

Caltrain will provide a Project Manager who is knowledgeable about the project and Caltrain processes, and who will lead the coordination efforts among Caltrain and City staff. The City will provide a Project Manager who is knowledgeable about the project and the City's processes, and who will be the main point of contact for Caltrain.

1.1. Coordination during early Conceptual Design and Selection of LPAs:

This Agreement assumes the City will ultimately provide Caltrain with many of the deliverables listed in the Preliminary (15%) Design Submittal Checklist by the end of the early conceptual design phase. Items listed in Appendix C, are provided for the City's information and planning purposes, as these design-related items are typically needed and, in some cases, required for Caltrain to determine the feasibility and constructability of a proposed project. As the City progresses through the conceptual design phase, Caltrain will work with the City to determine which of these items are needed to determine the presence of any fatal flaws in the proposed concept designs. Caltrain will also work with the City to determine which of these items can be provided in a subsequent work phases.

The following services will be delivered by Caltrain staff as part of the Coordination during early Conceptual Design, and Selection of LPAs task:

- Caltrain planning and technical review of design alternatives developed to date by the City.
- This initial Agreement assumes up to 3 rounds of Caltrain review and comment of up five (5) conceptual design alternatives. This Agreement also assumes that the first round of review will be performed on the current five (5) design alternatives still under consideration and the second and third rounds of review will be performed after the City's revision/s of the alternatives based on Caltrain comments.

This technical work typically includes the following activities:

- Identify potential impacts to PCJPB facilities and their access as well as impacts to operations and maintenance for each alternative.
- Identify potential access impacts to PCJPB facilities as they relate to people walking, biking, and using buses or shuttles to access Caltrain for each alternative. This includes wider streets, less direct routes, or degradation of existing facilities.

- Identify specific facilities that may be affected by the various alternatives (Third-party fiber optic cable, PCJPB fiber backbone, Positive Train Control, Communications, Overhead Catenary Systems, Track, Right-of-Way access, etc.).
 - Provide any clearances that will need to be considered as part of design – separation from track (vertical and horizontal), separation from catenary, clearance to utilities, etc.
 - Consider potential environmental impacts, as well as necessary environmental clearances and resource agency permits for PCJPB to obtain at later design stages.
 - Include any considerations the City should be aware of to reduce risk/cost.
 - Review of engineer's cost estimates for the alternatives being considered.
- Caltrain review of community engagement and outreach plans and materials and attendance at community meetings as appropriate.
 - Ongoing project coordination between the City and Caltrain staff (planning, engineering, operations, maintenance, outreach, environmental). This coordination includes Caltrain staff assisting the third-party project sponsor with ongoing questions related to planning, engineering, delivery, operations, maintenance, and outreach.
 - Up to ten (10) meetings/workshops with City and Caltrain staff.
 - Provide technical review, input, and expertise, including participation in the City's working meetings with their Design Engineer and public outreach meetings.

2. Project Delivery Process & Schedules

2.1 Capital Projects Delivery

Caltrain has an internal capital projects delivery process that defines distinct phases and periodic check-ins after each project phase. This methodology is used as quality control oversight by Caltrain leadership to ensure that projects proceed in alignment with scope, budget, and schedule as approved in the capital budget. The span of this Agreement is included as part of Phase Gate 2.

2.2 Estimated Milestones

This information is offered for reference. As project-specific schedules are developed, these check-in points will be identified as milestones in accordance with this process. For this project, the initial estimated milestone dates are:

Gate 1 - Project Initiation (per Caltrain internal process)	October 2022
Gate 2 - 15% Development Complete	TBD
Gate 3 - 35% Development Complete	TBD
Gate 4 - 65% Development Complete	TBD
Gate 5 - 100% Development Complete	TBD
Gate 6 - Substantial Completion	TBD

Gate 7 - Start-Up / Turnover Complete	TBD
Gate 8 - Project Closeout Complete	TBD

As it relates to the Agreement's Scope of Work, the estimated timelines and milestones are included below. These timelines assume concurrence from Palo Alto City Council for the selection of the LPAs. These timelines may be adjusted as circumstances require upon the written agreement of the parties, which shall not be unreasonably withheld.

Service Agreement Estimated Timeline	2023												2024											
	Caltrain FY23			FY24												FY25								
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			
1. Coordination during early Conceptual Design, and Selection of LPAs																								
Ongoing project coordination between the City and Caltrain staff (planning, engineering, operations, maintenance, outreach, environmental)																								
Up to three (3) rounds of Caltrain review of the City's five conceptual design alternatives																								
Caltrain review of community engagement and outreach plans and materials																								
Caltrain review of available project deliverables from the Preliminary (15%) Design Submittal Checklist by the end of the early conceptual design phase																								

3. Work Product Review Periods

The estimated timeline above includes City and Caltrain review periods.

It is understood that Caltrain will require time to perform review of five (5) municipal alternatives. The durations of these reviews will be based upon the size and complexity of the project and its deliverables, and Caltrain will endeavor to meet the established timeframes.

It is understood that the City of Palo Alto will require up to three (3) weeks to review documents produced by Caltrain and Caltrain will require up to three (3) weeks to review documents produced by the City and/or its consultants, unless different review schedules are agreed upon by all parties in advance.

4. Budget, Reporting, and Payment

As consideration for the services provided by Caltrain under this Agreement, the City will pay the costs for Caltrain's services, as estimated herein. Costs associated with activities described within this Agreement have been estimated based on Caltrain's current understanding of the project to date and information provided by the City. This estimate also assumes that Caltrain staff will work with City staff to develop subsequent scopes of work for subsequent agreements and amendments.

This estimate is not intended to represent final project costs or bid cost. Every effort will be made by all parties to keep the overall project's cost as low as possible while delivering the intended scope and objectives within schedule.

4.1 Progress Reports

Caltrain will provide the City with quarterly progress reports on expenditures, and the City will provide Caltrain with quarterly progress reports on work activities completed and project status.

4.2 Estimated Budget

The overall estimated budget for the tasks outlined in this Agreement is estimated at: **\$106,676.4** which includes \$17,779.4 in contingency funds (20% of the budget estimate total). See Appendix B for budget details.

4.3 Caltrain Fully Burdened Unit Cost Rates and Contingency Funds

Caltrain's billing rates are designed to ensure reimbursement of actual costs to Caltrain for services provided on third-party projects.

Caltrain's billing rates include actual salaries and fringe benefit costs, which are billed as direct labor costs. Additionally, Caltrain rates also include indirect labor costs in the form of Internal Cost Allocation Plan (ICAP) rates, which reflect actual overhead costs that are not efficient to charge directly to the project, such as financial services.

Both fringe benefit costs and estimated ICAP rate are updated on a fiscal year (FY) basis. More details on the current rates applied to San Mateo County Transit District ("District") labor including Caltrain, Consultants and Non-labor, in Appendix E.

Contingency provides funds for additional hours. Contingency funds will not be utilized without prior written (via email) authorization from the City. However, the City's authorization for the release of contingency funds will not be unreasonably withheld.

It is understood that Caltrain may submit a written request to the City for annual labor rate update, no later than 30 days before the start of the succeeding fiscal year, to be effective the first day of the subsequent fiscal year, or the date of Caltrain's request, whichever date is later. Caltrain may also submit a written request to the City for labor rate changes upon staff changes. Increases in future negotiated fully burdened billing rates, if requested, shall be limited to an annually negotiated, not-to-exceed percentage, according to the Construction Cost Index from the Engineering News Record for

the San Francisco Bay Area. Caltrain's requests for new rates shall be subject to approval by the City, which approval shall not be unreasonably withheld.

4.4 Payment and Invoices

The PCJPB will invoice the City for work performed under this Agreement quarterly in arrears. Payment by the City is due 30 days following the date of each invoice.

5. Term of Agreement

a. It is understood by all parties that this Agreement will terminate on **December 31, 2024**, unless Caltrain (e.g., Capital Development or Planning PM) and the City (e.g., Public Works Director) mutually agree to extend the duration of this Agreement or the Agreement is earlier terminated pursuant to paragraph (b).

b. Either party may terminate this Agreement by providing 30 days prior written notice, provided that City shall reimburse Caltrain for all costs incurred by Caltrain through the termination of the Agreement.

6. Governing Law

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of California.

7. Amendments

This Agreement may be amended at any time and from time to time, provided such amendments are in writing and executed by the Parties.

8. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written understanding on the same subject.

IN WITNESS WHEREOF, PCJPB and the City execute this Agreement as follows with the intent to be legally bound:

PENINSULA CORRIDOR
JOINT POWERS BOARD

CITY OF PALO ALTO

By:

By:

Michelle Bouchard
Executive Director

Ed Shikada
City Manager

Date

Date

Approved by:

Philip Kamhi
Chief Transportation Official

Date

Approved as to Form:

Approved as to Form:

James C. Harrison
General Counsel

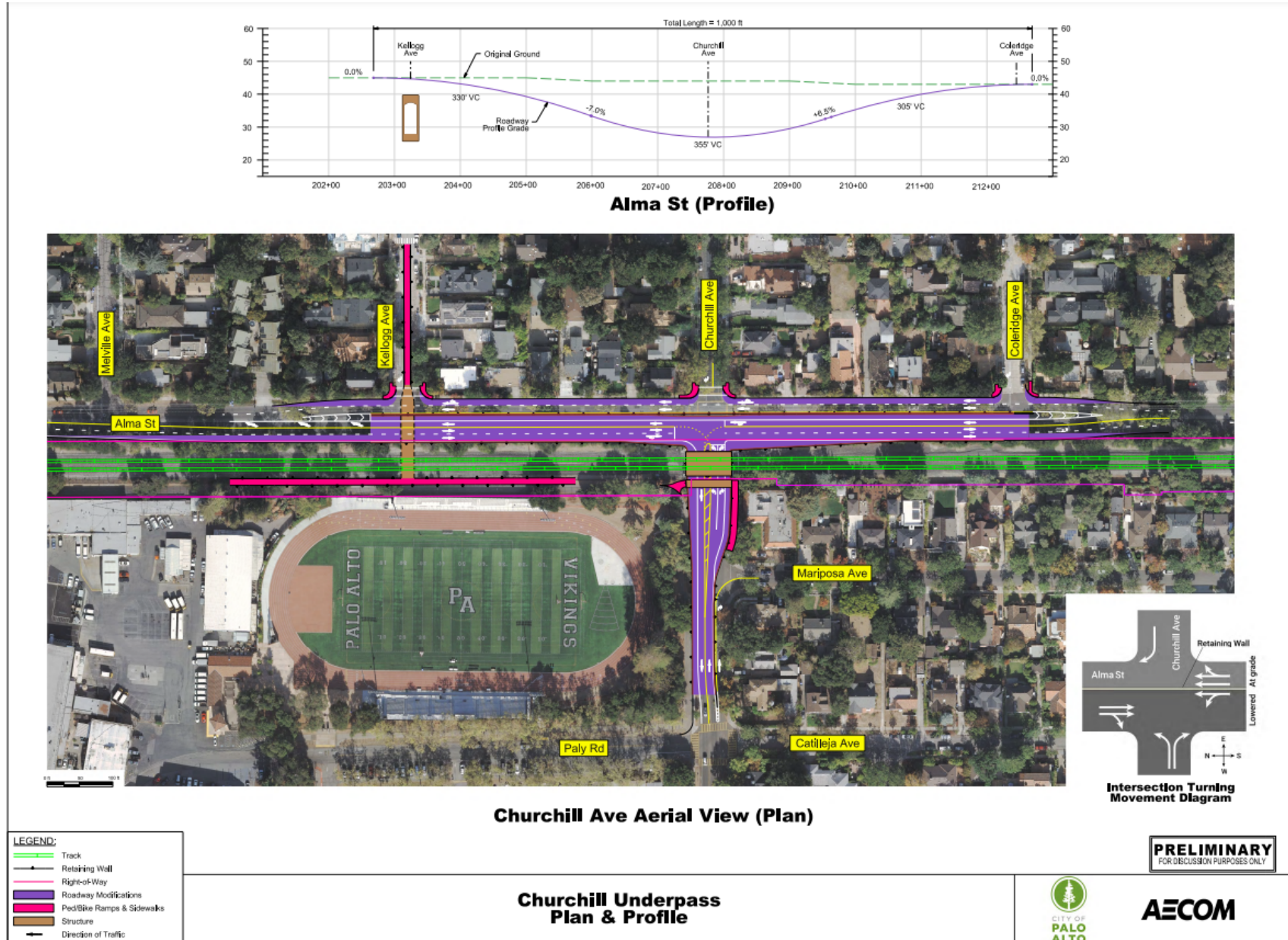
Tim Shimizu
Assistant City Attorney

Date

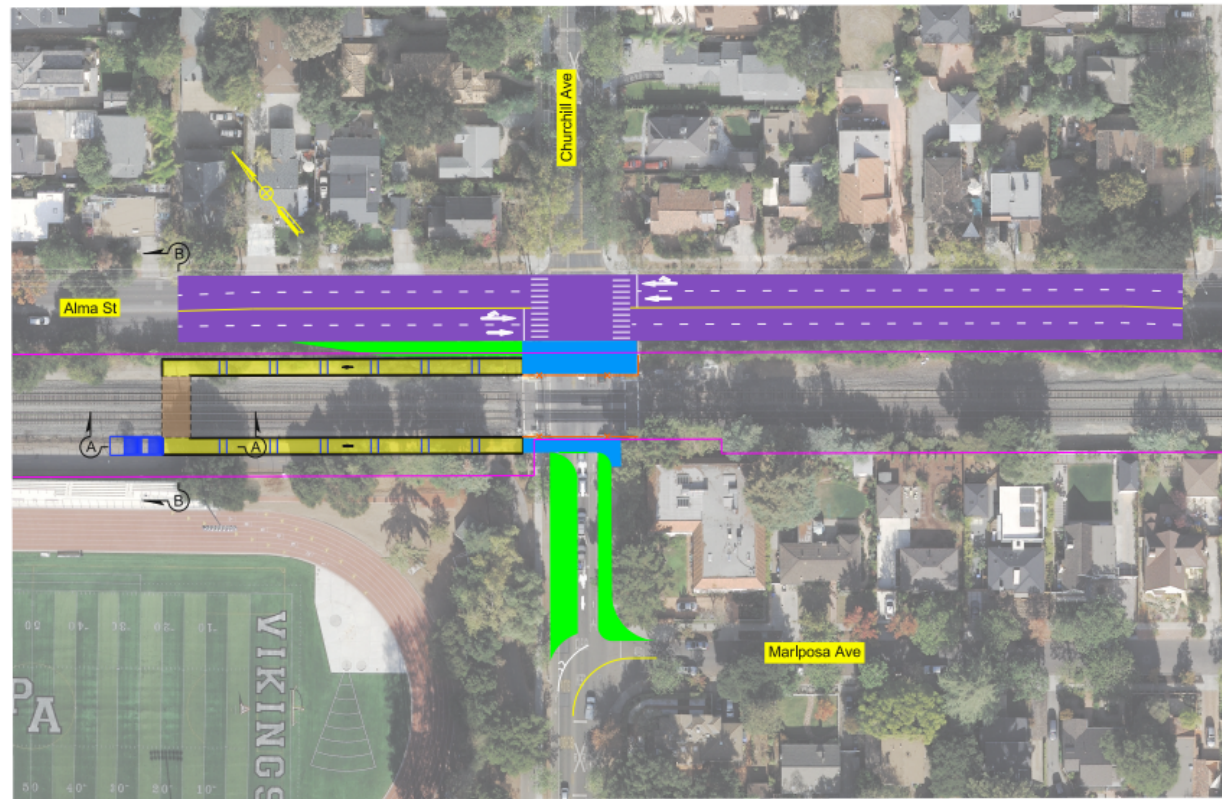
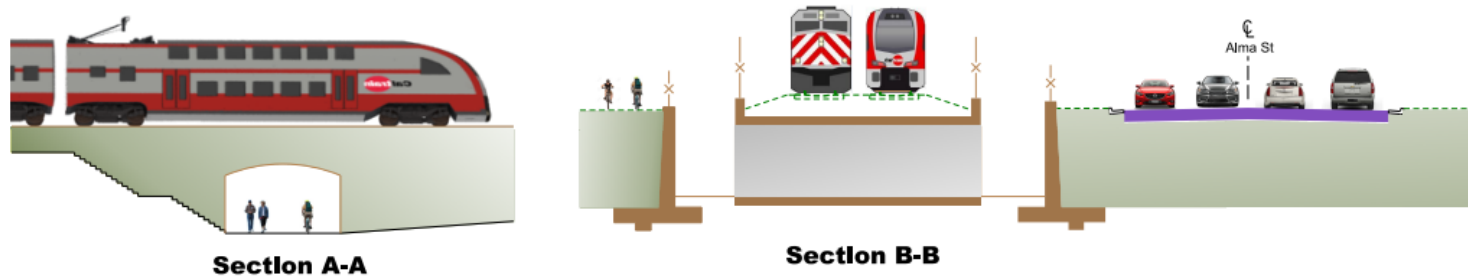
Date

Appendix A – CONNECTING PALO ALTO PROJECT DRAWINGS

Appendix A.1 – CHURCHILL AVENUE PARTIAL UNDERPASS DRAWINGS



Appendix A.2 – CHURCHILL AVENUE CLOSURE WITH MITIGATIONS (OPTION 1)



Churchill Avenue (Plan)

LEGEND	
	Fence
	Right-of-Way
	Ramp
	Landscaping
	Roadway Modifications
	Sidewalk Modifications
	Undercrossing Structure
	Stairway

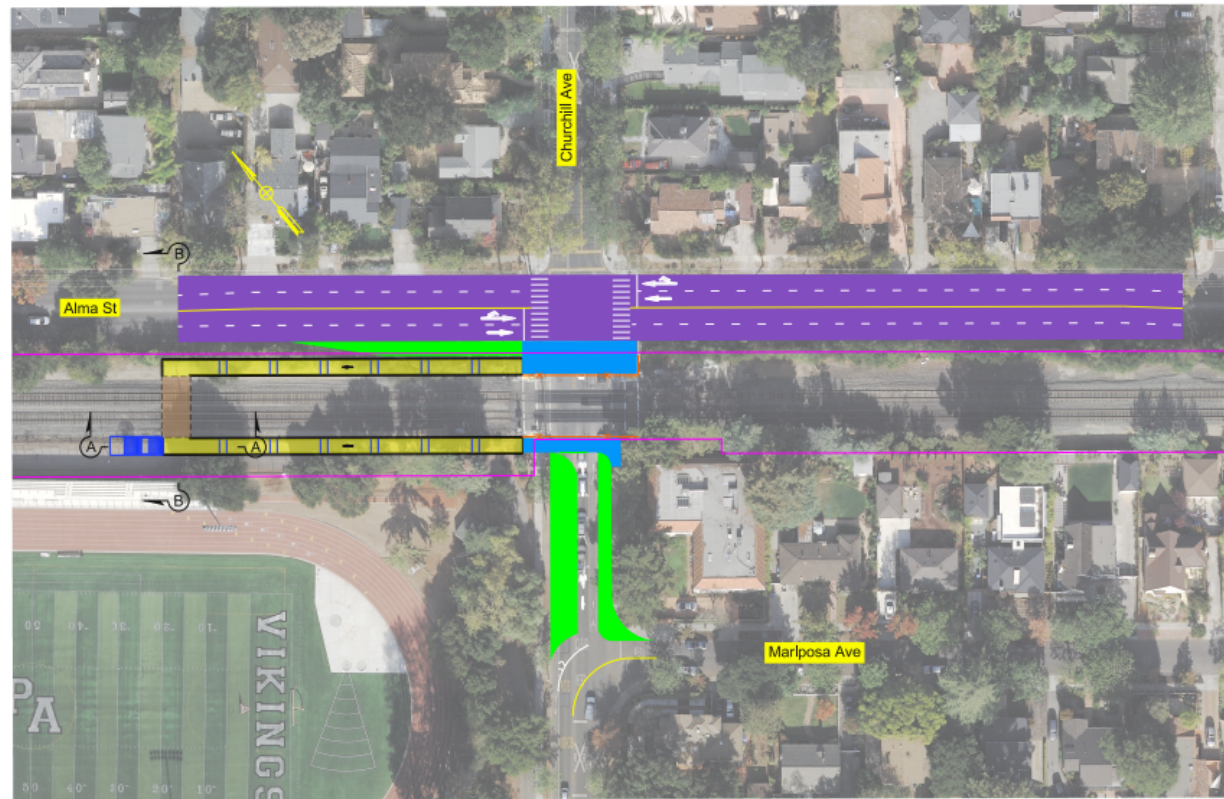
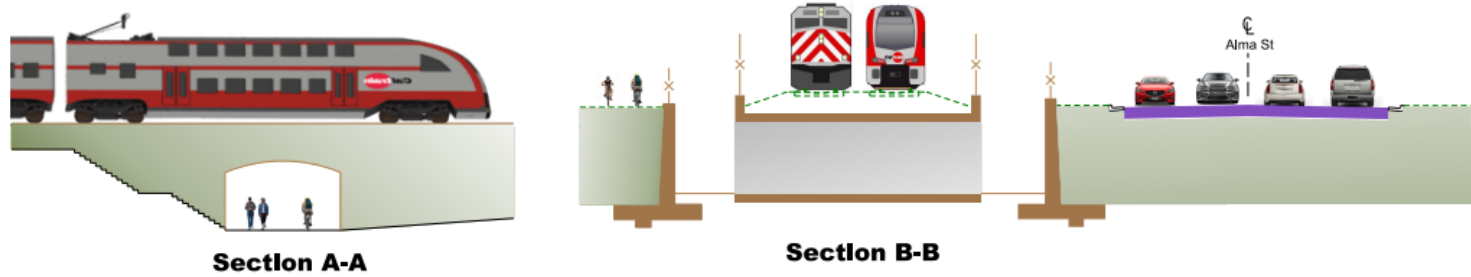
**Pedestrian/Bicyclist Undercrossing at Churchill Avenue
Plan & Cross Sections
Option 1**

PRELIMINARY
FOR DISCUSSION PURPOSES ONLY



AECOM

Appendix A.3 – CHURCHILL AVENUE CLOSURE WITH MITIGATIONS (OPTION 2)



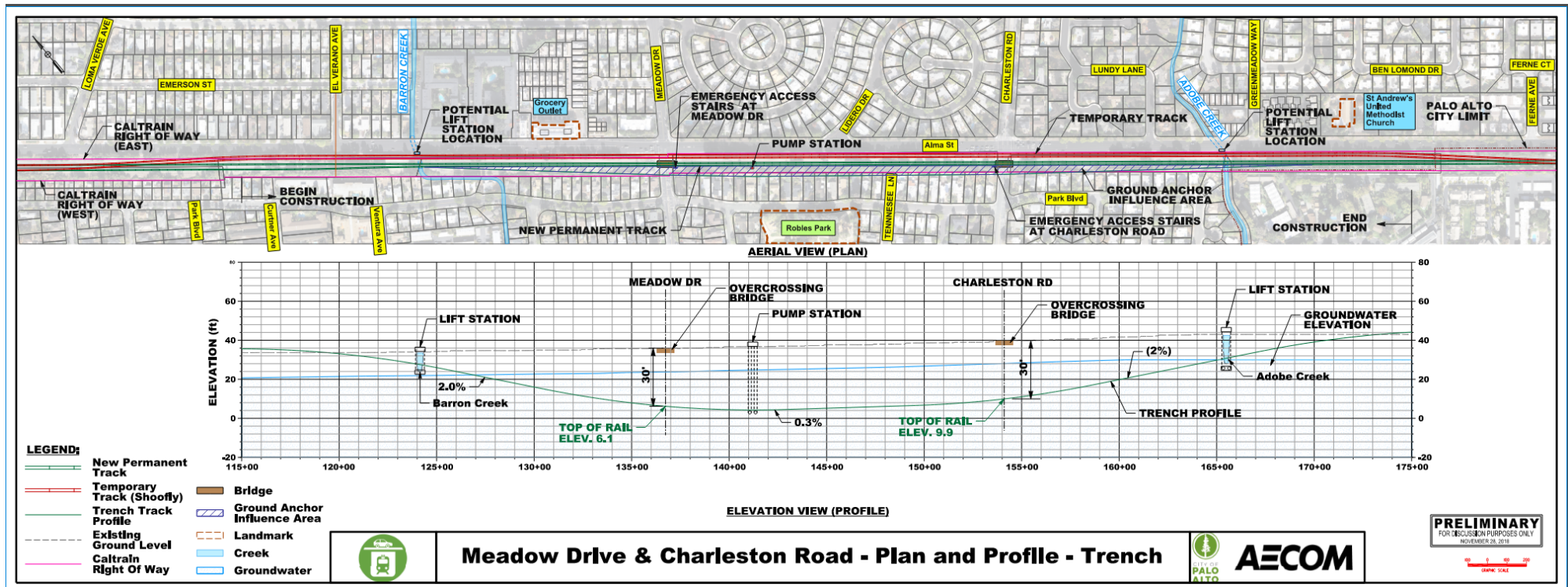
LEGEND	
	Fence
	Right-of-Way
	Ramp
	Landscaping
	Roadway Modifications
	Sidewalk Modifications
	Undercrossing Structure
	Stairway

**Pedestrian/Bicyclist Undercrossing at Churchill Avenue
Plan & Cross Sections
Option 1**

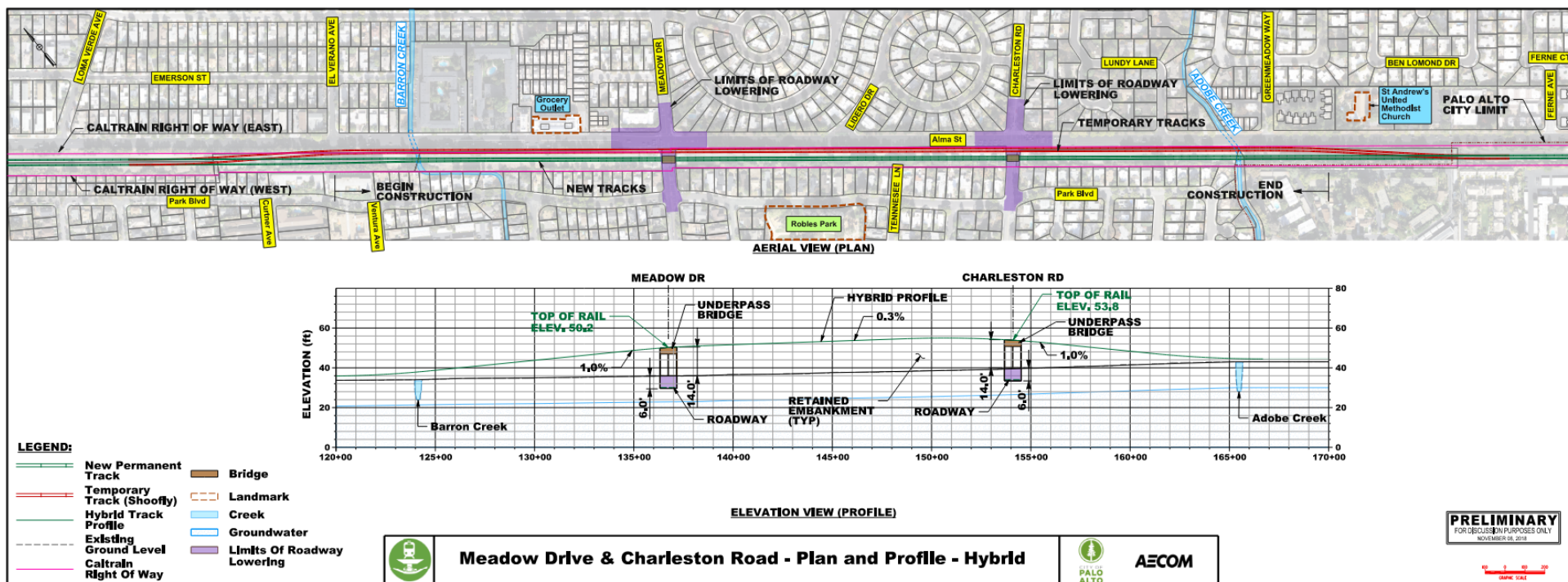
PRELIMINARY
FOR DISCUSSION PURPOSES ONLY



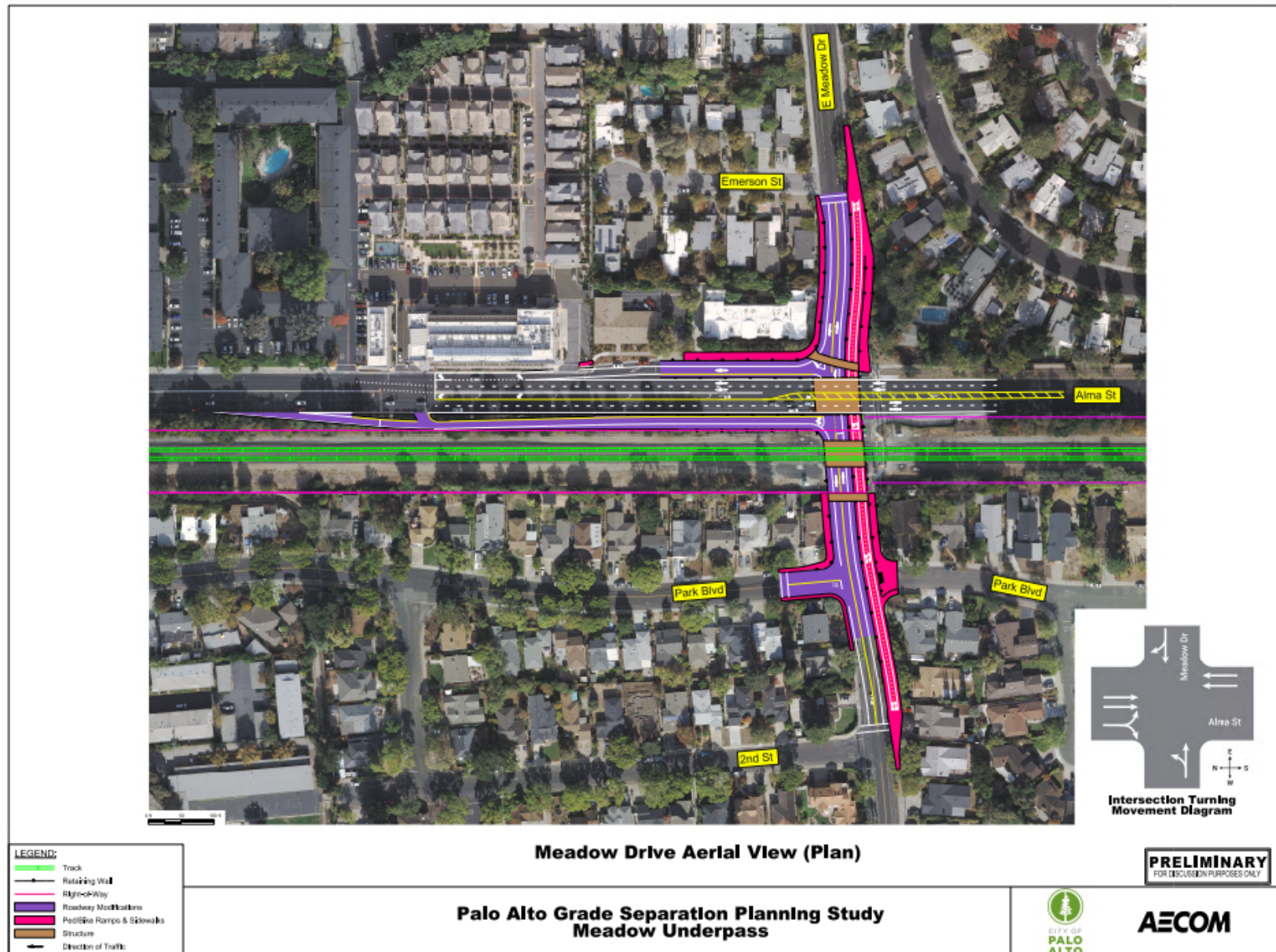
Appendix A.4 – MEADOW-CHARLESTON TRENCH



Appendix A.5 – MEADOW-CHARLESTON HYBRID



Appendix A.6 – MEADOW-CHARLESTON UNDERPASS (1 of 2)



Appendix A.6 – MEADOW-CHARLESTON UNDERPASS (2 of 2)



Appendix B – CONNECTING PALO ALTO SERVICE AGREEMENT BUDGET

Caltrain Fully Burdened Unit Cost Rates (FY23)	Position	Staff Name	Task 1 Coordination during early conceptual design, and selection of LPAs		Totals	
			Hours	Fee	Hours	Fee
\$ 211.00	Deputy Chief, Rail Development	Robert Barnard	6	\$ 1,266	6	\$ 1,266
Project Delivery						
\$ 297.00	Director, Capital Program Delivery	Andy Robbins	6	\$ 1,782	6	\$ 1,782
\$ 139.00	Senior Project Manager	Arul Edwin	8	\$ 1,112	8	\$ 1,112
Infrastructure Engineering						
\$ 198.00	Engineering Director	Zouheir Farah	30	\$ 5,940	30	\$ 5,940
\$ 174.00	Engineering Infrastructure Manager	Bin Zhang	102	\$ 17,748	102	\$ 17,748
\$ 127.00	Senior Civil Engineer	Joel Pancoast	102	\$ 12,954	102	\$ 12,954
* \$ 233.00	Senior Track Engineer	TBD	100	\$ 23,300	100	\$ 23,300
Planning						
\$ 203.00	Deputy Chief, Planning	Dahlia Chazan	8	\$ 1,624	8	\$ 1,624
\$ 135.00	Deputy Director, Capital Planning	Nicole Soultanov	20	\$ 2,700	20	\$ 2,700
\$ 188.00	Capital Planning Support	Lindsey Kiner	35	\$ 6,580	35	\$ 6,580
\$ 122.00	Principal Planner, Access Planning	Dan Provence	8	\$ 976	8	\$ 976
Environmental Planning						
\$ 159.00	Dep Director, Prg Management & Env Comp	Hilda Lafebre	16	\$ 2,544	16	\$ 2,544
Projects Controls						
* \$ 129.00	Program Manager, Project Controls	TBD	10	\$ 1,290	10	\$ 1,290
Legal Counsel						
* \$ 413.00	Legal Counsel	TBD	12	\$ 4,956	12	\$ 4,956
G&CA						
\$ 95.00	Government Affairs Officer	Navdeep Dhaliwal	35	\$ 3,325	35	\$ 3,325
\$ 100.00	Government Affairs Acting Manager	Lori Low	8	\$ 800	8	\$ 800
Subtotal (1074)			506	\$ 88,897.00	506	\$ 88,897.00
Contingency			20%		101	\$ 17,779.40
Total including 20% contingency						\$ 106,676.40

**These FB Unit Cost Rates are offered as placeholders. They may or may not be updated prior to this Agreement getting executed*

Appendix C - Preliminary (15%) Design Submittal Checklist for Reference

This list is offered for reference and describes the tasks that Caltrain would typically expect the City to perform and report on to Caltrain during the conceptual planning process.

Design Development Drawings by the City's Design Engineer:

- a) Title Sheet, Legend & Index of Drawings
- b) Key Map showing Project location
- c) Project Typical Sections
- d) Critical concept sections
- e) Selected Concept Plan & Profile Sheets
- f) Existing and Proposed Right-of-Way Information
- g) Existing Utilities and conceptual relocation
- h) Existing Drainage structures and Water shed information
- i) Selected concept 3D Rendering

Deliverables and Submittals by the City's Design Engineer:

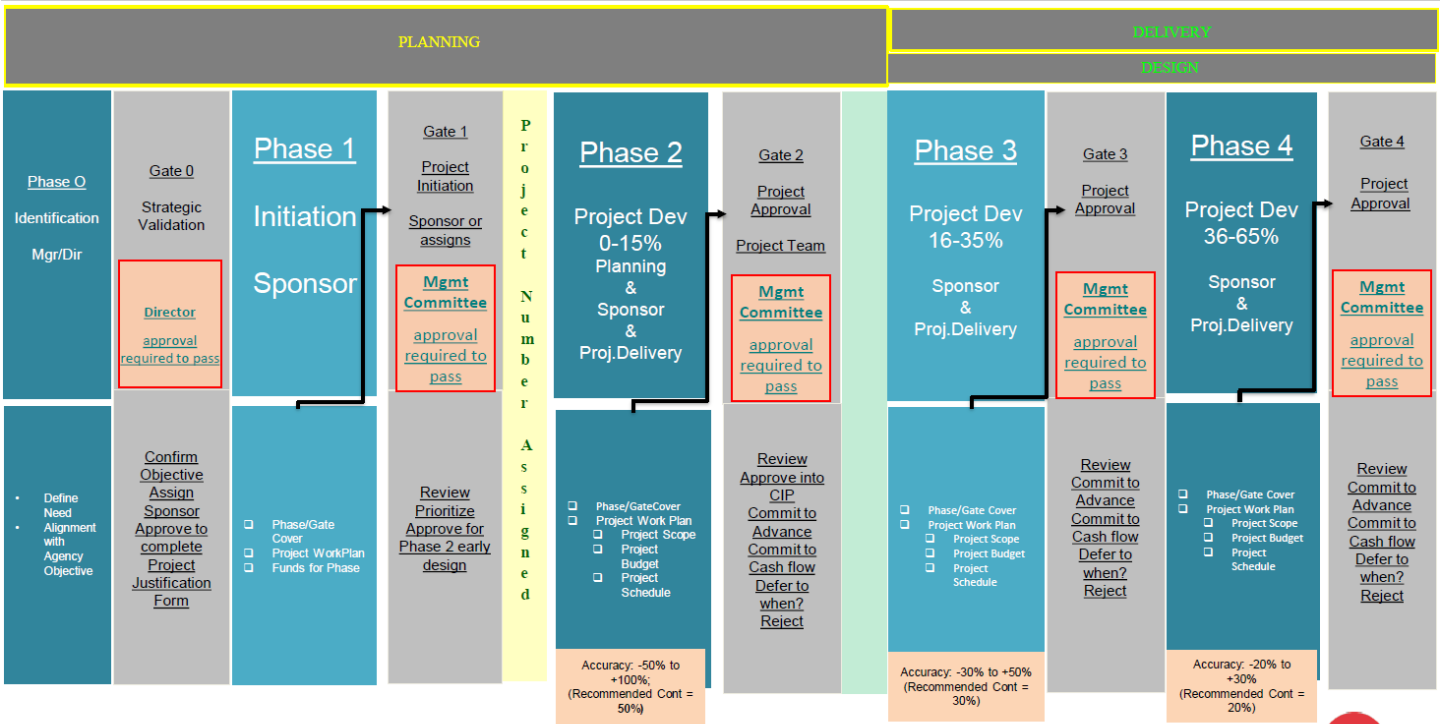
- a) Design Basis Memorandum.
- b) Reports, Exhibits, & Other Documents
 - i. Preliminary 15% Design Criteria
 - ii. Preliminary Selected Concept drawings
 - iii. Preliminary 15% ROW acquisitions, swaps, easements, etc.
 - iv. Preliminary 15% Utility Matrix
 - v. Preliminary 15% Geotechnical Report
 - vi. Preliminary 15% Traffic Report including VMT analysis
 - vii. Preliminary 15% Access Improvement Report
 - viii. Preliminary 15% Environmental Assessment
 - ix. Preliminary 15% existing drainage and project area water shed delineation
 - x. Preliminary 15% Engineering Estimate with range of probable costs and contingency levels in current and year of expenditure values (escalated to mid-point of construction)
 - xi. Preliminary 15% Design and Construction Schedule Review
 - xii. Comments Resolution Matrix by Caltrain (PL, ENG, and Project Delivery) and the City's Design Engineer
 - xiii. Alternative Project Delivery Decision Report

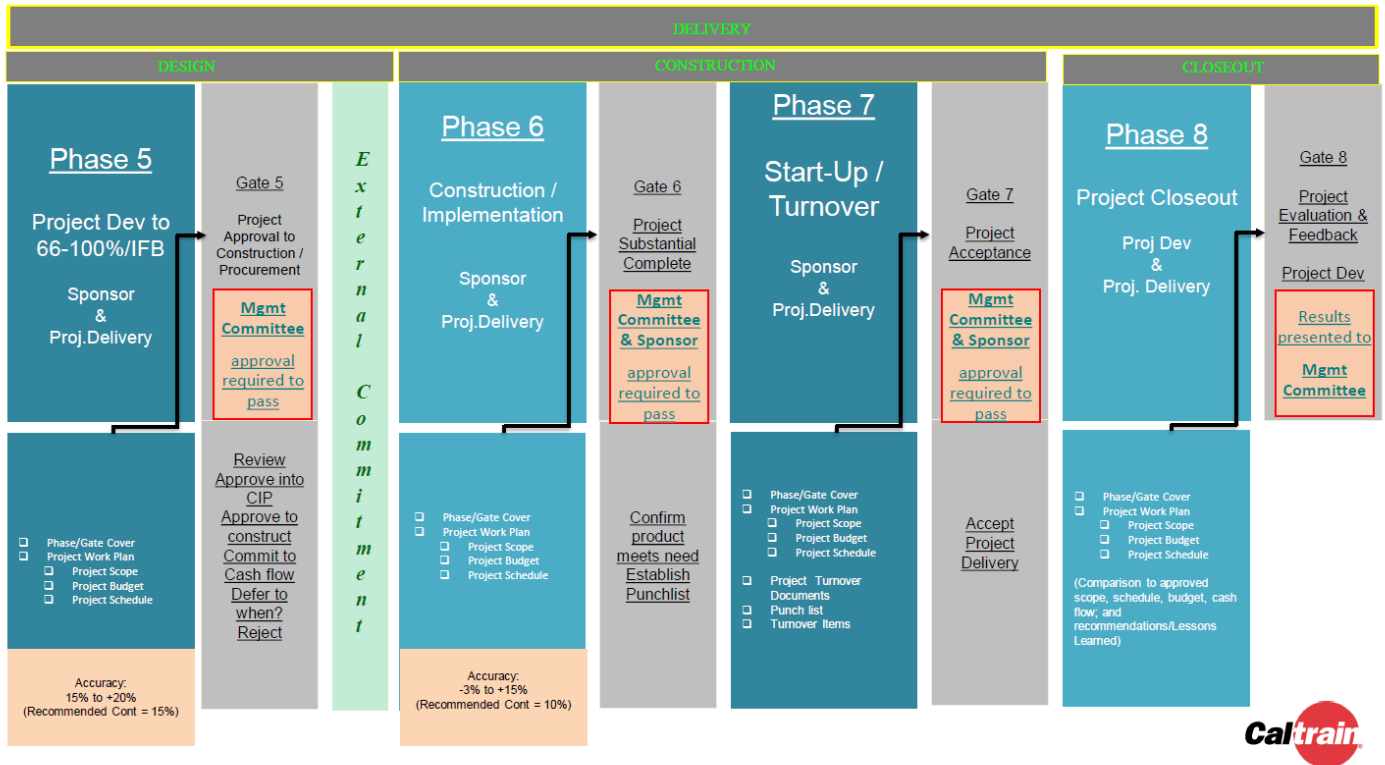
Coordination Tasks:

- a. Kickoff Meeting with Caltrain (Planning "PL", Engineering "ENG", Outreach, and Project Delivery) and the City's Design Engineer
- b. Presentation on project design definition and objectives

- c. Site visit with Caltrain (PL, ENG, Outreach, and Project Delivery) and the City's Design Engineer
- d. Meeting with Caltrain Operations, Safety, and other stakeholders
- e. Review of Caltrain design criteria with PL, Outreach, and ENG
- f. Review of ROW and utilities with Caltrain (PL and ENG), and the City's Design Engineer
- g. Topographic survey by the City's Design Engineer
- h. Traffic data collection, including Vehicle Miles Traveled (VMT) analysis, by the City's Design Engineer
- i. A walking audit that identifies existing access concerns and opportunities for improvement with Caltrain (PL, ENG, Outreach & Project Delivery) and the City's Design Engineer
- j. Geotechnical investigation with USGS existing data by the City's Design Engineer
- k. Various concept alternatives development by Caltrain (PL, ENG, and Project Delivery) and the City's Design Engineer
- l. Concept evaluation and selection recommendation by Caltrain (PL, ENG, Outreach, and Project Delivery) and the City's Design Engineer
- m. Final Selected Concept Value Engineering workshop with Caltrain (PL, ENG, Outreach, and Project Delivery) and the City's Design Engineer
- n. Concept Design development VE implementation by Caltrain (PL, ENG, Outreach, and Project Delivery) and the City's Design Engineer
- o. 15% Design Review meeting and comments resolution with Caltrain (PL, ENG, Outreach, and Project Delivery) and the City's Design Engineer

Appendix D – Caltrain Phase/Gate Process





Appendix E - Caltrain Fully Burdened Unit Cost Rates, 2023

Effective July 1, 2022 these rates should be applied to District labor, Consultants and Non-Labor for purposes of external agreements with the District. Rates will be updated annually, and the District reserves the right to update rates a maximum of one time during the year, if warranted. The District will communicate all such changes in writing.

		Onsite Consultant	Non-Labor Items	Employee
Unit Cost		\$1.00	\$1.00	\$1.00
Applied fringe rate	63.55%	0.00	0.00	0.64
Total Direct Cost		\$1.00	\$1.00	\$1.64
Applied ICAP Rate	3.22%	0.03	0.03	0.05
Fully Burden Rate		\$1.03	\$1.03	\$1.69

The San Mateo County Transit District (District) provides motorbus, paratransit and shuttle service in San Mateo County. The District also administers and manages the day-to-day operations of the Peninsula Corridor Joint Powers Board (PCJPB)/Caltrain; San Mateo County Transportation Authority (TA); and San Mateo County Express Lane Joint Powers Authority (JPA). The District uses cost allocation and rate setting methodologies to assign and recover costs incurred by providing services shared by all agencies.

Fully Burdened Rate for Onsite Consultants and Non-Labor Items: Unit Cost + ICAP

Agency Indirect Costs (AIA): Onsite consultants and non-labor items are “grossed up” to add in Agency Indirect Costs (AIA) and Capital Overhead. Taken together, these components are referred to as the Internal Cost Allocation Plan Rate, which is supported by an audited Internal Cost Allocation Plan (ICAP) using statistics appropriate to the costs allocated. AIA costs benefit all agencies and include staff in support departments such as Human Resources, Information Technology and Telecommunications, Treasury, Accounting and Budgets, Security, Facilities Maintenance and Contracts & Procurement. All staff time devoted to shared service activities are recorded to the AIA project category within the accounting system. Annually, AIA costs are allocated to the appropriate benefiting agencies through the ICAP.

Capital Overhead: Capital costs associated with pooled support costs that cannot be directly attributed to a specific capital project, including labor and non-labor costs specific to each agency’s capital projects, are recorded to the Capital Overhead project within the accounting system. A rate is used to charge for the three categories of costs. The rates are calculated and updated on an annual basis.

Fully Burdened Rate for Employees: Unit Cost + ICAP + Fringe Benefits

The fully burdened rate for employee includes the ICAP rate shown above, and also includes Employee Fringe Benefits. Fringe benefits cover costs associated with payroll taxes, pension plan contributions, group insurance premiums (medical, dental, vision coverages), life insurance, long-term disability, unemployment insurance, and paid time off (PTO). These costs are initially paid by the District and charged to benefiting agencies through the application of a fringe benefit rate.



Dear Mayor and Council Members:

On behalf of City Manager Ed Shikada, please find below the staff responses to questions from Councilmember Tanaka regarding the [Monday, May 22 Council Meeting](#) consent agenda items.

Item 6: Approve the Services Agreement between the City of Palo Alto and the Peninsula Corridor Joint Powers Board (Caltrain) for the Connecting Palo Alto Grade Separation Projects and Authorize the City Manager to Execute the Agreement; CEQA status – not a project.

- 1. The staff report states that the Services Agreement between Palo alto and Caltrain will cost \$106,677 for Caltrain to provide technical input on the conceptual designs of rail grade separations. Could you provide a breakdown of how this money will be used to support the City in different ways, and what specific technical input will Caltrain provide with this money?**

Staff response: The scope of work entails the initial coordination and assessment of the preliminary conceptual plans prepared by the City for three crossings: Churchill Avenue, Meadow Drive, and Charleston Road. Presently, there are five alternatives being evaluated. Caltrain personnel will conduct a technical evaluation and offer feedback in accordance with Caltrain Planning and Design criteria as the City determines the preferred alternative(s). Caltrain is presently engaged in the development and updating of their standards as a result of corridor electrification. The early review will identify any potential impacts and take into account the specific Caltrain facilities in this initial project phase. The breakdown of costs can be found in Appendix B of the Service Agreement, which outlines various categories such as Project Delivery, Infrastructure Engineering, Planning, and Environmental considerations.

- 2. The report states that the funding for this work can be partially found in the Railroad Grade Separation and Safety Improvements project, and the other portion will be considered during the FY2024 budget process. In the case that the funding is not available in the FY2024 budget, how will the City move forward with the project and what will happen to the remaining funds?**

Staff response: The funding request for this scope is minimal considering the scope of the overall project. There is adequate funding allocated in the FY 23 and in the proposed FY 24 budget. Also, City plans to amend existing VTA agreement for reimbursement of these costs from Measure B Grade Separation funding.

- 3. Why is input from Caltrain needed now and not during the start of the Connecting Palo Alto Grade Separation Project, where specifics and technical input about the railroads could have been used by CAP and XCAP to do more research and develop proposed alternatives?**

Staff response: As Caltrain manages an operating railway, their input and consideration is valuable throughout every phase of the project. Although there was informal input during the XCAP and CAP review processes, the input received was limited due to the constrained staff resources at Caltrain. This agreement establishes a mechanism and process for the City and Caltrain to collaborate and conduct a formal review, allowing for a more comprehensive and structured evaluation.

Item 7: Approval of Amendment No. 1 to Contract No. S20178516 with Hohbach-Lewin, Inc. to increase compensation by \$10,000 and to extend the Contract Term through March 30, 2026 for On-Call Structural Engineering Services for various Public Art Installations; CEQA Status – Not a Project.

- 1. What specific projects will the additional money be used for, and how has the money previously been used- specific art installations, projects, etc?**

Staff response: Hohbach-Lewin has been instrumental in consulting the Public Art Program staff and project artists on a range of services (including providing input on artwork design to ensure compatibility and constructability for the desired location, and preparing calculations for public art projects for display purposes that are required by the City's Public Works and Buildings Depts) for the implementation of temporary public art installations for a variety of projects, including King Artist-in-Residence program and the Code:ART public art festival installations. The past projects include:

- Community Advice by Susan O'Malley (temporary installation on Embarcadero Road),
- *Arbor* by Adam Marcus (temporary public art for King Plaza),
- *Paleoalto* by Marpi Studio (temporary new media interactive installation for Code:ART 2021);
- *I See You, I Hear You, I Honor You* by Rayos Magos (temporary public art installation for King Artist-In-Residence Program).

Without the structural engineering services provided by Hohbach-Lewin none of these temporary public art project would have been possible due to their limited budgets. The Public Art Program staff relies on the services provided by Hohbach-Lewin, Inc to create impactful installations of high artistic value designed and fabricated to provide the safety and protection of the project, the general public, City staff, surrounding structures and elements due to wind, seismic, or other typical potential hazards. In the next three years, the Public Art Program will rely on the services by Hohbach-Lewin for the main art installation for Code:ART 2023, temporary public art installation for the ongoing King AIR artist; large scale digital projections event in downtown Palo Alto, and other temporary public art projects.

- 2. What are the rates of the company, and how does this compare with other companies in this area, since the rates were not included in the staff report?**

Staff response: Rates were provided as Exhibit C-1 to the staff report (packet page 68). These rates are competitive with other structural engineering firms in the Bay Area and beyond.

- 3. Why choose this company (which is specialized in architecture with art as a subset) rather than one focused on art installations?**

Staff response: Hohbach-Lewin has previous experience in consulting on the integration of temporary and permanent public art installations in buildings and public places. There is only a handful of structural engineering consultants across the US who specialize in art installations and public art.

4. Since we chose Hohbach-Lewin in 2020 because they were the only company to reach out to us during that time, is it an option to look at the rates of other companies further and then decide on the contract?

Staff response: Since this is a very specialized area of expertise, Staff do not feel that going out to bid for another RFP would result in better or more efficient services. Public Art Program staff has an ongoing agreement with Hohbach-Lewin and an established working relationship with the engineering team who have in-depth understanding of both requirements for the design and placement of temporary public artworks as well as specific site requirements and restrictions. Adding funds to the existing contact would allow to the Public Art Program continue to implement its programming in the most time- and cost-effective manner.