



## **AMENDED AGENDA**

**Town of Atherton**

### **CITY COUNCIL/ATHERTON CHANNEL DRAINAGE DISTRICT**

**April 18, 2012**

**4:30 P.M.**

**Meeting Room**

**Town Administrative Offices**

91 Ashfield Road  
Atherton, California

### **Special Meeting**

**4:30 P.M.     ROLL CALL     Widmer, Lewis, Dobbie, McKeithen, Carlson**

**4:32 P.M.     PUBLIC COMMENTS**

**4:45 P.M.     PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS**

**4:46 P.M.     CLOSED SESSION**

**A.     CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6**

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: Miscellaneous - Teamsters Local Union 856

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: Management Employees & Confidential Unit

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: APOA

### **RECONVENE TO OPEN SESSION**

**Report of action taken.**

**6:00 P.M.     ADJOURN**

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the City Clerk's Office at (650) 752-0500. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (29 CRF 35.104 ADA Title II)



**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL/ATHERTON CHANNEL DRAINAGE**  
**DISTRICT**

**April 18, 2012**

**4:00 P.M.**

**Meeting Room**

**Town Administrative Offices**

91 Ashfield Road  
Atherton, California

**Special Meeting**

**4:00 P.M.     ROLL CALL             Widmer, Lewis, Dobbie, McKeithen, Carlson**

**4:02 P.M.     PUBLIC COMMENTS**

**4:10 P.M.     PUBLIC ANNOUNCEMENT OF CLOSED SESSION ITEMS**

**4:15 P.M.     CLOSED SESSION**

**A.     CONFERENCE WITH LABOR NEGOTIATOR – Labor negotiations pursuant to Government Code Section 54957.6**

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
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Employee Organization: Management Employees & Confidential Unit

Agency Negotiators: Theresa DellaSanta, Interim City Manager; Geoffrey Rothman, Renne Sloan Holtzman Sakai, LLP.  
Employee Organization: APOA

**RECONVENE TO OPEN SESSION**

**Report of action taken.**

**5:30 P.M.     ADJOURN**

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**AGENDA**  
**Town of Atherton**  
**CITY COUNCIL**  
**ATHERTON CHANNEL DRAINAGE DISTRICT**  
**April 18, 2012**  
**7:00 p.m.**  
**Menlo College**  
**Brawner Room #407 (PIT)**  
**1000 El Camino Real**  
**Atherton, California**  
**REGULAR MEETING**

**PLEASE NOTE:**

*Times listed on the Agenda are an approximation and not a time certain. The Council may take up items out of order. Please arrive well in advance of the time listed for any item in which you are interested.*

- 7:00 P.M.    1.    **PLEDGE OF ALLEGIANCE**
- 7:02 P.M.    2.    **ROLL CALL**      Lewis, Dobbie, Widmer, McKeithen, Carlson
- 7:03 P.M.    3.    **PRESENTATIONS**
- MEALS ON WHEELS PROCLAMATION
- PROCLAMATION IN RECOGNITION OF ATHERTON POLICE DEPARTMENT VOLUNTEERS
- 7:30 P.M.    4.    **PUBLIC COMMENTS** *(This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the Agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the Council from acting on items not listed on the Agenda except by special action of the City Council under specified circumstances. Speakers' time is limited to three minutes.)*
- 7:45 P.M.    5.    **REPORT OUT OF CLOSED SESSION**
- 7:45 P.M.    6.    **CITY MANAGER'S REPORT**
- 7:50 P.M.    7.    **COMMUNITY ORGANIZATION ROUNDTABLE REPORT**
- 7:50 P.M.    **CONSENT CALENDAR** (Items 8-19)
- (Consent Calendar items are routine in nature and are generally considered in one motion and adopted by a single vote of the City Council. If discussion regarding a Consent Calendar item is desired, the member(s) of the City Council, public, and/or staff wishing to pull the item should so indicate at the time the Mayor calls for consideration of the Consent Calendar.)*

- 8. APPROVAL OF BILLS AND CLAIMS FOR MARCH, 2012 IN THE AMOUNT OF \$721,807**  
**Recommendation:** Approve Bills and Claims in the amount of \$721,807
- 9. APPOINT HOLBROOK-PALMER PARK FOUNDATION REPRESENTATIVE FRANK MERRILL TO PARK & RECREATION COMMISSION TO FILL RESIGNATION OF RICHARD MOORE**  
**Report:** Interim City Manager Theresa DellaSanta  
**Recommendation:** Appoint Atherton resident Frank Merrill as the Holbrook-Palmer Park Foundation representative to the Park & Recreation Commission
- 10. AWARD OF CONTRACT FOR THE 2012 SPRING PATCHING PROJECT**  
**Report:** Public Works Director Mike Kashiwagi  
**Recommendation:** Award the contract for 2012 Spring Patching Project, project number 56051 to Half Moon Bay Grading & Paving, Inc., the low bidder on the March 28, 2012 bids, for \$137,160.00; and to authorize the City Manager to execute the contract on behalf of the Town
- 11. ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE OF COMPLETION FOR THE HOOVER STREET CROSSWALK PROJECT**  
**Report:** Public Works Director Mike Kashiwagi  
**Recommendation:** Accept work and authorize recording of a notice of completion for the Hoover Street Crosswalk Project, Project Number 56011
- 12. AWARD OF CONTRACT FOR THE 2012 CAPE/SLURRY PROJECT**  
**Report:** Public Works Director Mike Kashiwagi  
**Recommendation:** Award the contract for 2012 Cape/Slurry Project, project number 56052 to Graham Contractors, Inc., the low bidder on the April 10, 2012 bids, for \$455,021.00 and to authorize the City Manager to execute the contract
- 13. APPROVE AN AMENDMENT WITH DEBRA AUKER FOR FINANCE DIRECTOR SERVICES FOR THE TOWN**  
**Report:** Interim City Manager Theresa DellaSanta  
**Recommendation:** Approve an amendment with Debra Auker to provide interim finance director services on a month to month basis in the amount of \$112 per hour, and authorize interim City Manager to execute an amendment on behalf of the Town
- 14. ATHERTON LIBRARY BUILDING PROJECT – SECOND AMENDMENT TO LSA ASSOCIATES AGREEMENT**  
**Report:** Town Planner Neal Martin

**Recommendation:** Approve the second amendment to the LSA Associates agreement which expands the scope of services to provide additional services and adds \$7,565 to the compensation, and authorize the City Manager to execute the agreement

**15. 2011 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON GENERAL PLAN IMPLEMENTATION**

**Report:** Town Planner Neal Martin

**Recommendation:** Accept the annual report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code

**16. REVISIONS TO INTERWEST GROUP CONTRACT**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** Approve revisions to Interwest Group contract and authorize City Manager to execute an amendment

**17. APPROVE THE SELECTION OF NOVA PARTNERS AS PROJECT MANAGER FOR THE NEW ATHERTON LIBRARY PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONSULTANT SERVICES AGREEMENT FOR A NOT-TO-EXCEED FEE OF \$137,000**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** Approve the selection of Nova Partners as the New Atherton Library Project Manager and authorize the City Manager to execute the Consultant Services Agreement in an amount not-to-exceed \$137,000

**18. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO ADVERTISE FOR THE 2012 PARK PAINTING PROJECT**

**Report:** Public Works Director Mike Kashiwagi

**Recommendation:** Approve the plans and specifications and authorize advertisement for bids for the 2012 Park Project No.56054

**19. APPROVE MAYOR'S REQUEST TO SOUTH BAY WASTE MANAGEMENT AUTHORITY MEMBER AGENCIES TO SUPPORT AMENDING THE JPA TO ALLOW EACH AGENCY TO APPOINT THEIR REPRESENTATIVE**

**Recommendation:** Approve letter

**8:00 P.M. PUBLIC HEARINGS - (Item 20)**

**20. INTRODUCTION OF PURCHASING ORDINANCE TO AMEND CHAPTER 3.16 OF THE ATHERTON MUNICIPAL CODE AND ADOPT PURCHASING RELATED RESOLUTIONS**

**Report:** Interim Finance Director Debra Auker

**Recommendation:** Introduce Purchasing Ordinance amending Chapter 3.16 of the Atherton Municipal Code establishing purchasing policy for goods and supplies, equipment, professional and nonprofessional services and public works contracts.

Three votes are required to introduce the Ordinance. A second vote, scheduled at least ten days from the date of this meeting, is required to pass the ordinance.

It is also recommended that the Council adopt the attached resolutions:

1. Approve resolution establishing purchasing policy amount limits as required in Chapter 3.16 of the Atherton Municipal Code
2. Approve resolution electing to become subject to the Uniform Public Construction Cost Accounting Procedures

**8:30 P.M.      REGULAR AGENDA – (Item 21)**

**21.      REINSTATEMENT OF THE ENVIRONMENTAL PROGRAMS COMMITTEE**

**Report:** Interim City Manager Theresa DellaSanta

**Recommendation:** Reinstate the Environmental Programs Committee

**9:00 P.M.      22.      COUNCIL REPORTS**

**9:20 P.M.      23.      FUTURE AGENDA ITEMS**

**9:25 P.M.      24.      PUBLIC COMMENTS**

**9:30 P.M.      25.      ADJOURN**

***PLEASE NOTE THE FOLLOWING INFORMATION:***

*If you challenge a Town zoning, planning, or any other decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this agenda, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Judicial review of any Town administrative decision may be had only if a petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environmental determinations may be subject to a shorter time period.*

*Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection by 5:00 p.m. the Friday before each regularly scheduled City Council meeting at the Atherton Library, 2 Dinklespiel, Station Lane, and the Town Administrative Offices, 91 Ashfield Road, Atherton, CA 94027. Additionally, agendas and staff reports may be accessed on the town website at: [www.ci.atherton.ca.us](http://www.ci.atherton.ca.us)*

*In compliance with SB 343, materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the Town Administrative Offices, 91 Ashfield Road, during normal business hours.*

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## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA DELLASANTA, INTERIM CITY MANAGER**

**DATE: FOR THE REGULAR MEETING OF APRIL 18, 2012**

**SUBJECT: CITY MANAGER WRITTEN REPORT**

**COMMUNITY SERVICES DEPARTMENT:** - See attached community services report (Attachment 1)

FY 2012/13 Library Donor Funding Budget Request – See attached Library funding request (Attachment 2)

As required by the San Mateo County Library JPA Agreement, the Town annually submits budget information detailing proposed uses of donor funds for the upcoming fiscal year. The proposed budget developed by Town staff for FY 2012/13 is outlined on the attached form provided by the San Mateo Library JPA. The submitted budget is very similar to budgets submitted in previous years and includes estimated expenditures for the Library Project Manager (\$150,000) and Architectural Design and design related services (\$750,000). This information will be presented to the JPA Governing Board for approval at the May 7, 2012 meeting. This information will also be incorporated into the Town's proposed FY 2012/13 Operating Budget.

Facebook EIR Status Update- See attached Facebook DEIR comment letter (Attachment 3) and Marsh/Middlefield mitigation (Attachment 4)

As reported to City Council at your February meeting, staff submitted comments to the Facebook Draft EIR in late January 2012. The primary focus related to transportation impacts to the Town of Atherton resulting from the proposed Facebook project. More specifically, staff raised questions and concerns related to Trip cap, Traffic assignment, Background development assumptions, and impacts to the intersection of Marsh/Middlefield. A copy of the Town's comment letter is attached.

In addition to providing the attached comments, staff also developed schematic designs of improvements necessary to mitigate increased traffic on Marsh Road caused by new development. Identified improvements not only improve capacity at the Marsh/Middlefield intersection, but also address the inadequate right turn lane capacity on westbound Marsh. This deficiency creates neighborhood traffic impacts caused by the diversion of cars using residential streets to avoid the congestion at the intersection of Marsh/Middlefield Road.

Staff has requested the City of Menlo Park include the attached language as a Mitigation measure in the Final Facebook EIR to properly address impacts to the Marsh/Middlefield intersection as well as the queuing of traffic on westbound Marsh Road. Accordingly, in addition to the capacity improvements at the Marsh/Middlefield intersection as identified in the Facebook Draft EIR, staff is also requesting that an additional eastbound lane approximately 600 feet in length be constructed on Marsh Road. In addition, the mitigation language requested by the Town of Atherton requires Facebook to fund the improvements with a reimbursement provision for future development to share in the improvement costs. Since we cannot require new development to fix existing deficiencies, the Town of Atherton will also need to fund a portion of the improvements.

Town of Atherton planning and public works staff met with City of Menlo Park staff on Monday, April 9<sup>th</sup> to review and discuss the Town of Atherton's position regarding Facebook mitigation obligations. Although Menlo Park staff understood our position they were not receptive and were not in agreement with our proposed mitigation language. Menlo Park staff position is they believe Facebook is only responsible to mitigate traffic impacts at the Marsh/Middlefield intersection as identified in the Draft EIR. They also referenced previous mitigation improvements agreed upon between Menlo Park and the Town of Atherton as part of the Menlo Gateway project several years ago. Their primary issue is the mitigation improvements requested by the Town of Atherton as part of the Facebook EIR process represents a significant increase in terms of both cost and scope over the previously agreed upon improvements.

Atherton staff was informed that the Final EIR for the Facebook project would be completed and distributed for public review in late April. Accordingly, it is important to successfully negotiate mitigation language in the next several weeks.

#### Request for Proposal (RFP) to Update the Town's Grading and Drainage Criteria

New State mandated storm water discharge requirements becoming effective in December 2012, require the Town of Atherton to modify and update our existing Grading and Drainage criteria. To assist in the development of these new standards and criteria, the Town has solicited proposals from qualified engineering consulting firms. Deadline for submittal of proposals was Friday, April 6, 2012. The Town received 3 proposals. A review committee made up of Town staff and an outside technical person will review and rank the proposals. It is anticipated that a recommendation for consultant selection and contract terms will be presented at the May City Council meeting.

Request for Proposal (RFP) for Engineering Design Services for the Marsh Road Retaining Wall

The Marsh Road Retaining Wall/Atherton Channel needs to be evaluated by a qualified engineering firm to determine the structural adequacy and identify required improvements. Town staff recently issued an RFP to solicit proposals from qualified engineering firms to perform the necessary work and provide improvement recommendations. Due date for proposals is May 11, 2012.

**PLANNING DEPARTMENT:** - See attached Community Services Department update

**POLICE DEPARTMENT:**

Police Activity-This reporting period's activity includes 62 criminal investigations. The table below depicts the most frequently reported crime classifications for this period and compares it to 2011 data for the same time period:

March 2012 Classification	Count	March 2011 Classification	Count
1. Theft (Grand and Petty)	10	Theft (Grand and Petty)	11
2. Burglary	7	Fraud	5
3. Fraud	6	Domestic Dist/5150	3 ea

During this period, 32 offenders were cited, arrested or referred to the District Attorney's office for prosecution. 19 of those cases were for vehicle code violations that included not having a driver's license, and driving with a suspended driver's license. A 54 year old Santa Clara resident was arrested on suspicion of US Mail Tampering, Identity Theft, and Fraudulent Use of a Credit/Debit Card. An eighteen year old male Atherton resident, believed to be under the influence of a controlled substance, was arrested for Battery on an Officer, Vandalism, and Public Intoxication. There were 23 theft related cases that included a string of window smash residential burglaries. PD sent out a Rapid Notify message, advising residents to lock all doors and windows and set alarms when not at home. Investigation on these burglaries is still pending.

There were 510 Officer initiated incidents, which resulted in 292 citations being issued for vehicle code violations. Officers also initiated 215 other types of incidents that include contacting suspicious people on the street or those in cars, as well as security checks at schools and at HP Park.

There were 1127 total incidents and no citizens' complaints this reporting period.

Schools:

Number of total incidents this reporting period: 86

Menlo-Atherton High School: 37

Encinal School: 3

Sacred Heart School/St. Josephs: 8

Laurel School: 5

Menlo School: 3

Menlo College: 15

Las Lomas School: 3

Selby Lane School: 12

This month's incidents at Menlo Atherton High School consisted of thefts, security checks, traffic enforcement, several suspicious vehicles, juvenile problems, an assault, and case follow-up from on-going criminal cases.

HP Park:

Holbrook Palmer Park had 26 incidents this reporting period. 6 of the incidents were security checks done by officers. Other police activity at the park includes leash law violators, suspicious vehicles and traffic enforcement.

Ordinance Violations: Officers responded to 16 ordinance violation calls this month. These calls were for construction ordinance violations, leash law violations, trash cans left out after pick up days, illegal solicitors, and garage sale without a permit.

Traffic Safety: There were 4 traffic collision cases taken this month.

Presidential/Dignitary Visits: None.

Vacation House Checks: APD performed 675 home security checks during March.

Our monitoring showed there was an average of 36 total calls for service/officer initiated incidents per day for a total of 1127 incidents. The table below depicts the activity:

Patrol Statistics March 2012

Calls for Service	617
Officer Initiated Incidents	510
Total Incidents	1127

Investigations:

There has been an increase in residential burglaries. We have had two attempted residential burglaries and three residential burglaries where property was taken. The locations are Watkins Avenue, Atherton Avenue, and Polhemus Avenue. The break-ins have occurred during the daytime and night hours. Surveillance video has been obtained which shows a suspect for one of the attempted burglaries. Investigations is following up with some leads to identify the suspect. A Rapid Notify message was sent out to residents to alert them of the recent burglaries.

On March 22, 2012, Suspect Debra Blaylock was arrested for various fraud and burglary charges. The victim was a non-profit organization, which has an office at Menlo College. Blaylock used stolen credit cards to make fraudulent purchases at various stores

in Santa Clara County and San Mateo County. Investigations worked closely with staff from Menlo College during this investigation.

Response Times:

The average response time for Priority 1 Calls for Service (Incidents are categorized from 1 to 3 with one being the highest priority) was 6 minutes during this time period, which met our goal of having an average response time of less than 8 minutes. The average response time for all calls for service within this time period was 9 minutes. The data is depicted in the table below:

Priority	# Calls for Service	Average Response Time
1	337	6
2	113	7
3	167	17
Total/Avg.	617	9

\*\*\*Note: Priority 3 Calls include the automated traffic complaint areas that generate in the same way a meeting reminder generates in MS Outlook.

Disaster Preparedness:

On March 15, 2012, Chief Flint and Lieutenant Wade attended the briefing for the annual Silver Dragon exercise, a drill in which teams from the Fire Protection District and County Health System go door-to-door in Menlo Park and Atherton passing out brochures to simulate distribution of medicine and supplies in the event of an emergency. The drill was a success and really showed the high level of commitment by Atherton residents to prepare for the worst.

Special Events:

On March 07, 2012, Planned Parenthood had a meeting/brunch at the Menlo Circus Club. There were approximately 150 people in attendance and no protestors.

On March 15, 2012, Officer David Gomez was honored at the ASIS (American Society for Industrial Security) Luncheon for Law Enforcement Appreciation day. ASIS International is the preeminent organization for security professionals. Founded in 1955, ASIS is dedicated to increasing the effectiveness and productivity of security professionals by developing educational programs and materials that address broad security interests. Chief Flint and Lt. Wade also attended the event where Officer Gomez was recognized for the emergency CPR he performed that saved the life of a toddler at a local Target store.

On March 30, 2012, Officer Gomez was also honored at the Peninsula Council of Lions Police and Firefighter Awards dinner for his fast-acting C.P.R. on a little girl while he was off-duty. Chief Flint and his wife Karen also attended the event along with Officer Gomez's wife Jordan.

Training:

Officer Gomez successfully completed 160 hours of basic K-9 training with partner Karli vom Donau-Ries. Karli turns 3 on April 20 and has many years of police work ahead of her.

The Police Department also completed the following training for the month of March for a total of 448 hours:

<b>Lopez</b>	<b>Identity Theft/8 hours/US Marshal</b>	<b>3-14</b>
<b>Gomez</b>	<b>Basic K-9 handler course/Witmer Tyson/160 hours</b>	<b>3-5 to 3-30</b>
<b>Lane</b>	<b>Radar/Lidar/32 hours</b>	<b>3-6 to 3-9</b>
<b>Metzger</b>	<b>K-9 program Mgmt/CPOA/24 hours</b>	<b>3-21 to 3-23</b>
<b>Mills</b>	<b>Assertive Supervision/Marin Consulting/24 hours</b>	<b>3-21 to 3-23</b>
<b>Police Mgmt Team (8)</b>	<b>Team Building Workshop/Marin Consulting</b>	<b>3-27 to 3-30</b>
<b>Frew</b>	<b>Records Retention and Destruction/8 hours Pryor/8hours</b>	<b>3-30</b>

**PUBLIC WORKS PROJECT UPDATES:**

- Sweep contracted monthly streets – 103 miles, 18 yards of debris, 10.04 tons.
- Service requests –
  - Repaired broken furnace in City Managers residence
  - Install cover on town administration white board
  - Repair missing reflector - Corner Irving/Catalpa
  - Repair clogged drain in Town Admin. building
  - Repair - HVAC problem in permit center
  - Repair bad lighting ballasts in city manager office
  - Remove and install new toilet in Town Admin
  - Sign clearance – Watkins and ECR per complaint
  - Litter removal concentrated effort – ECR and Marsh Road
  - Response – tree hit and blocking road Placitas and Middlefield Road
  - Response – Car into tree Marsh Road
  - Specialty Council Chambers set ups (2)
- Storm patrol/drain cleaning during rains
- Localized flooding response during heavy rains
- Manual weed control Middlefield Road and Marsh
- Build, paint and install 4 new concrete road markers

- General duties – Garbage cans, town wide and ECR litter, Town Center landscape, ECR landscape, corp yard clean-up, vehicle/tool maintenance
- Little League and Lacrosse field fine tuning
- Park – spring clean up of Corp yard
- Weed control
- Tennis court clean-ups (weekly)
- Park General daily duties – mowing, empty garbage/recycling, restroom oversight, fire extinguishers (checked/recharged ), playground inspections, elevator inspections, open/close buildings, meeting room set-ups/tear downs
- Work on irrigation system upgrades, programming and repairs
- Reservoir Road – begin project of stabilizing R of W shoulder area.
- Prep park for Easter Egg Hunt and park walk through.



**Town of Atherton**  
**Building Department**

**91 Ashfield Road**  
**Atherton, California 94027**  
**Phone: (650) 752-0560**  
**Fax: (650) 688-6539**

**Community Services**  
**Monthly Report**  
**March 2012**

Submitted by:  
Mike Kashiwagi, PE  
Director of Community Services

**Town of Atherton  
Building Safety & Inspection**

*Construction and Permit Summary  
March 1, 2012 to March 31, 2012*

	March	Fiscal Year 2011-12
<b>Total Construction Valuation<sup>1</sup>:</b>	\$5,521,640.00	\$134,643,988.00

**REVENUE**

<b>Plan Check Fees Collected:</b>	\$36,844.07	\$ 296,347.74
<b>Permit Fees Collected:</b>	\$39,769.70	\$ 706,401.95
<b>TOTAL:</b>	<b>\$76,613.77</b>	<b>\$ 1,002,749.69</b>

**PLAN CHECK**

Applications Received:	<b>64</b>	<b>533</b>
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**PERMITS**

<b><u>Residential:</u></b>		
New Single Family Residential Permits Issued:	2	25
New Accessory Structures Issued:	6	100
Addition / Alteration Permits Issued:	13	123
Reroof / Water Well Permits Issued:	6	62
Plumbing/Mechanical/Electrical Permits Issued:	16	140
<b><u>Non-Residential:</u></b>		
New Permits Issued:	0	3
<b>TOTAL Permits Issued:</b>	<b>43</b>	<b>453</b>

**INSPECTIONS**

Inspections Performed:	<b>496</b>	<b>4376</b>
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Footnotes:

<sup>1</sup>Valuation: For permitted projects during this period.

**Town of Atherton  
Building Safety & Inspection**

**Code Enforcement Activity Summary**

*March 1, 2012 to March 31, 2012*

CE responded to the following types of cases:

1. Dangerous Trees	2 c	10. Early Set Out-trash	12 c
2. Construction Law	2 c	11. Neighbor Law	0
3. Dog Barking	1 o / 1 c	12. Animal	0
4. Building without permits	0	13. Litigation	1 o
5. Encroachments	1 o / 1 c	14. Vehicles	0
6. Fence Violations	0	15. Unsecured Prop	2 o
7. Accessory Bld.	2 c	16. HOA Contact	0
8. Refuse	0	17. Admin/finance	1 o
9. Zoning	1 o	18. Admin/ordinance	1 o
		19. Public Nuisance	0
<b>Number of Cases Closed = 20</b>		<b>Number of Cases Still open = 8</b>	

c: Closed

o: Open

CRW Cases: 21 Open / 2 Closed

**Planning projects**

*March 1, 2012 to March 31, 2012*

	This Month Activity	Year to Date Activity
Staff Level Reviews	18	162
Planning Commission Items	3	13

**Arborist Activity Summary**

*March 1, 2012 to March 31, 2012*

	Site Visits			Plan Review
	Tree Removal	Inspections	Info. / Consu.	
<b>TOTAL</b>	27	19	9	12

**Town of Atherton  
Building Safety & Inspection**

**Summary of New Single Family Residential**

Month	2012	2011
January	2	-
February	0	-
March	2	-
April		-
May		-
June		-
July		3
August		4
September		6
October		5
November		1
December		1
<b>Total New SFD Permits:</b>	<b>4</b>	<b>20</b>

**Plan Check Performance**

*March 1, 2012 to March 31 2012*

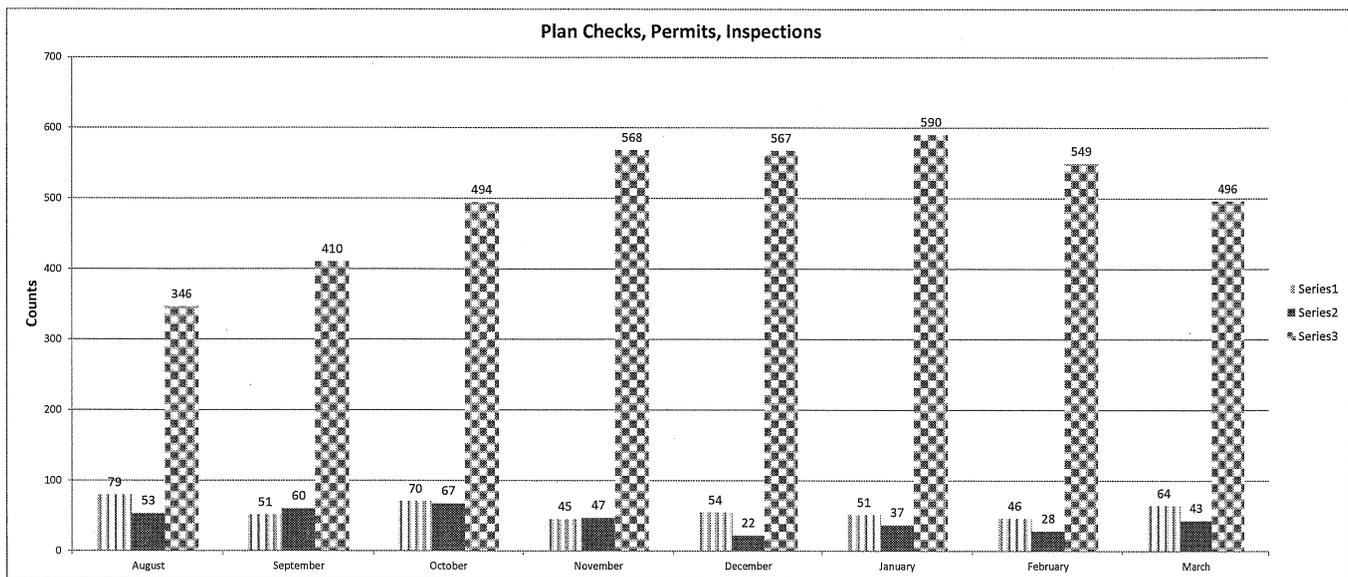
	Cycles	Target	No. of days exceeded	Average Review Days
Major Plan Check	1st Review	10	0	7
	Subsequent Rev.	5	0	3
Minor Plan Check	1st Review	3	0	3
	Subsequent Rev.	2	0	2

Target: in working days

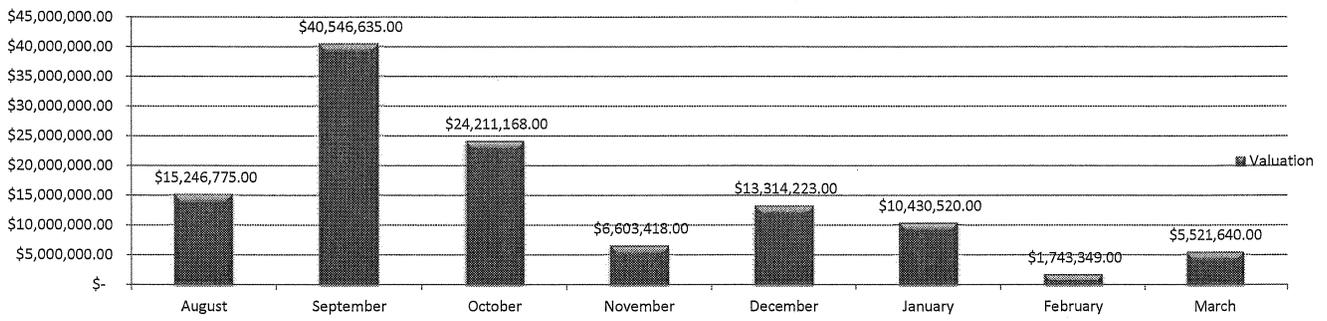
Major Plan Check: New Houses, New Accessory Structures, New non-Residential

Minor Plan Check: Additions, alterations, Misc.

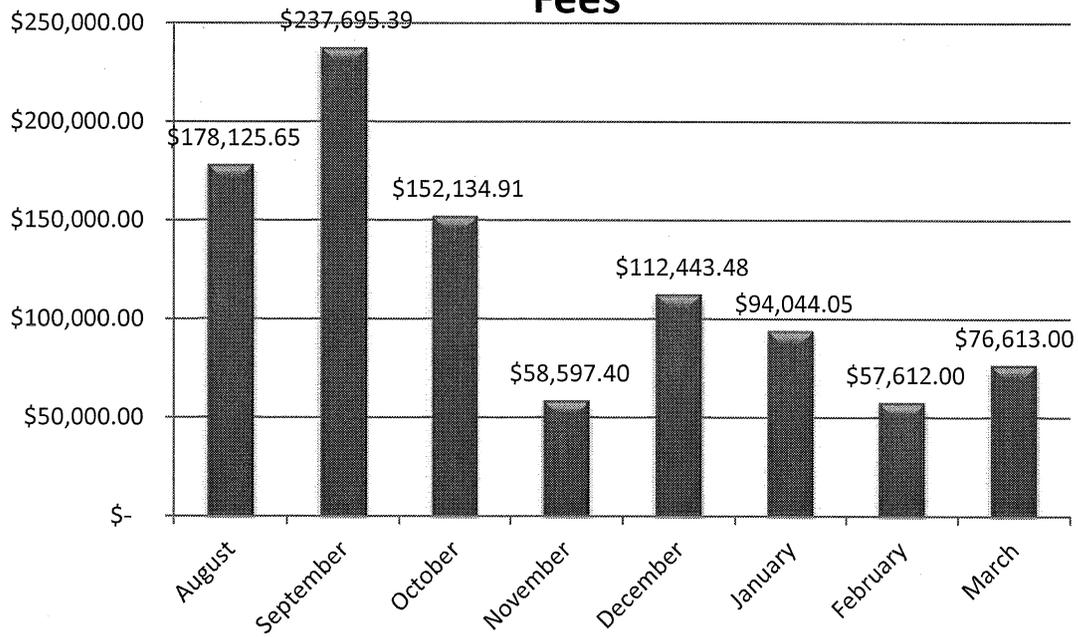
Plan Checks, Permits, Inspections

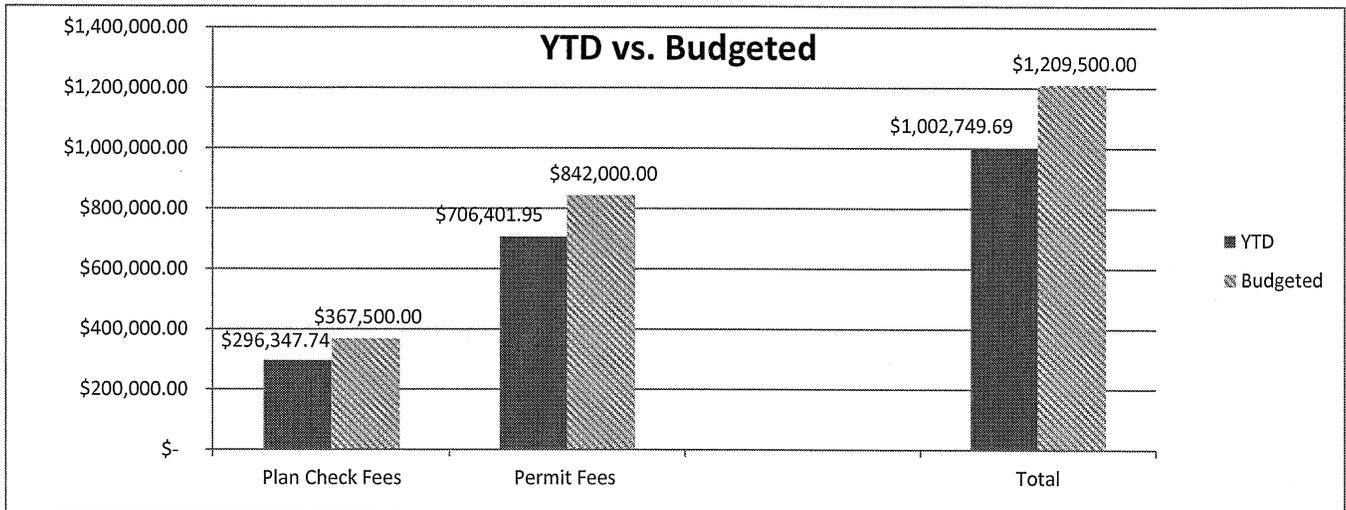


### Valuation



# Fees





## Attachment 2

### San Mateo County Library Use of Donor City Funds FY 2012-13 Background

Section VI. D. of the San Mateo County Library JPA Agreement states the following, "In the event that the allocated library service revenue exceeds the amount required to maintain the minimum library service for each city as described in this Agreement, such excess funds shall be spent on library related activities within that city (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased book purchases, as mutually agreed by the Library JPA and the city council of the affected Donor City." In accordance with the donor city provision, at the end of each fiscal year, funds in excess of the amount required to operate a branch are distributed and held in a separate library account by the member city.

In order to secure agreement by the Library JPA, member cities that qualify as a "Donor City" and are interested in utilizing library funds to support library related activities within that city are requested to complete the form below detailing proposed uses of this revenue for the upcoming fiscal year. Funds have typically been used to support upkeep, maintenance and facility improvements of the library building.

Please complete the fields below and submit by e-mail to [deal@smcl.org](mailto:deal@smcl.org) by March 31, 2012. Add additional rows to the table if necessary. Questions regarding use of Donor City funds can be directed to Pam Deal, Financial Services Manager at 650.312.5236. This information will be presented to the JPA Governing Board for approval at the May 7, 2012 meeting.

#### Donor City Proposed Use of Library Revenue FY 2012-13

Donor City: Town of Atherton  
From: Michael Kashiwagi, Public Works Director  
Phone: 650-752-0532

Balance of Donor City Revenue on June 30, 2011: \$5,574,263  
Projected Donor City Expenditures in FY 2011-12: \$392,700

Type/Category	Description	FY 2012-13 Appropriation
Temporary Help Salaries	Workers to assist with misc projects as needed	500
Legal Services	Review necessary legal documents	5,000
Project Management	Project management services for new library process and design	150,000
Planning Services	Town Planner services for new library	17,000
Architectural Services	Architectural design services and related activities	750,000
Environmental Consulting	Services related to library EIR	30,000
Building Security	Misc locks, etc	500
Facility Maint and Repair	Scheduled maint and misc repairs as needed	1,500
HVAC Maint and Repair	Bi-annual mint, clean air ducts, repairs as needed	3,000
Electrical Maint and Repair	As needed	2,500
Roof Maint and Repair	As needed	2,000
Contract Custodial Services	Portion of Town janitorial contract	7,500
Contract Landscape Maint	Portion of Town contract for grounds and reading park	5,000
Utilities	Operating electricity, gas, water, and sanitary sewer	16,500
Contract Pesticides & Fertiliz	Vector control	1,200
Advertising/Noticing	Public notices, mass mailings, bid advertizing for new library	10,000
Postage and Other Supplies	As needed/requested	2,750
<b>Total Expenditures</b>		<b>1,004,950</b>

### Attachment 3



## Town of Atherton Public Works Department

91 Ashfield Road  
Atherton, California 94027  
650-752-0560  
Fax 650-688-6539

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January 19, 2012

Ms. Rachel Grossman  
Community Development Department  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

Re: Comments on Facebook Campus Project DEIR

Dear Ms. Grossman:

The Town of Atherton has reviewed the Facebook DEIR completed by Atkins and dated December 2011. Our review focused on the traffic impact of the project, and in particular the impact the project would have on Town of Atherton transportation facilities. Our review identified the following issues that are relevant to the Town of Atherton:

- Trip cap
- Traffic assignment
- Background development assumptions
- Middlefield & Marsh intersection

The following paragraphs describe these issues of concern.

Trip Cap. The DEIR states that the Facebook east site has a trip cap of 2,600 vehicles during the morning and evening 2-hour commute periods. The DEIR also recommends that the west site be subject to a similar trip cap. According to our calculations, the trip cap represents about a 25% reduction in the number of trips that would “normally” be generated based on Institute of Transportation Engineers trip generation rates for the Corporate Headquarters Office land use category (Land Use Code 714). The DEIR uses the trip cap as a background assumption for the east site. Therefore, there is no analysis of traffic conditions without the trip cap being met. Atherton believes the DEIR should

include a description of how the trip cap would be met. The description should include programs that Facebook would implement, measures that Menlo Park would implement to monitor and enforce the cap, and a description of what happens if monitoring shows the cap is being exceeded.

Traffic Assignment. The Facebook traffic has been assigned to the road network by hand based on the Menlo Park CSA document. This methodology does not account for the traffic displacement that would occur when such a large number of additional trips are added onto the road network. For example, the project is shown to add 283 trips to US101 to/from the north and 699 trips to/from the south during the AM and PM peak hours. US101 does not have any capacity for new trips. Therefore, these new trips would displace existing trips off US101 to other routes. Affected routes could include Middlefield Road, El Camino Real, and Alameda de las Pulgas, all of which are in Atherton. There also could be increased travel demand on the streets connecting to the US101 parallel routes, such as Valparaiso Avenue and Glenwood Avenue in Atherton. The only way to effectively account for trip displacement is to analyze the project impact with a travel demand forecasting model, and not by hand. Atherton requests that the traffic analysis be redone using the City/County Association of Governments (C/CAG) or other appropriate travel demand forecasting model.

Also, the trip assignment only goes as far into Atherton as the intersection of Middlefield Road and Marsh Road. At that point according to the trip assignment figures (Figure 3.5-20a for example) there are over 200 trips in the peak direction coming from or going toward Atherton. Atherton would like to know what might happen to these trips once they get past the intersection. Are they going toward El Camino Real? Are they going toward I-280? In either case they could create an impact to other Atherton streets, such as Fair Oaks Lane, Atherton Avenue, or Stockbridge Avenue.

Background Development. The DEIR does not account for the potential development in the North Fair Oaks neighborhood in San Mateo County. The County completed a DEIR for potential development in the North Fair Oaks neighborhood (*North Fair Oaks Community Plan Update*) in August 2011. Potential new development in the neighborhood was shown to generate about 2,000 AM peak hour trips and 2,800 PM peak hour trips. Many of these trips were shown to use Marsh Road and Middlefield Road. Atherton believes that the cumulative analysis may show worse conditions on Marsh Road and Middlefield Road with the addition of both the Facebook and the North Fair Oaks Plan traffic.

Middlefield & Marsh Intersection. The Facebook project is shown to have a significant impact at the intersection of Middlefield Road and Marsh Road in the cumulative scenario. The Gateway project in Menlo Park and the North Fair Oaks plan also were shown to have a significant impact at that intersection. All of the EIRs show the need for additional capacity for the southbound to eastbound left turn from Middlefield Road to Marsh Road.

As mitigation for the impact, the Facebook DEIR identifies the need for a second southbound to eastbound left turn lane from Middlefield Road to Marsh Road. As acknowledged in the DEIR, this improvement would require widening Marsh Road eastbound from one lane to two lanes to receive the two turn lanes. (Note that the mitigation measure listed on page 3.5-113 for Middlefield/Marsh is incorrect. The correct mitigation is shown in Table 3.5-31.)

None of the EIRs, including Facebook, describe the existing problem that occurs in the opposite direction. There is a heavy demand for westbound to northbound right turns from Marsh Road to Middlefield Road. The left turn queue at the signal blocks the right turn lane, so vehicles have been observed cutting through the adjacent residential neighborhood on Fair Oaks Avenue, Holbrook Lane, and Palmer Lane. The mitigation for impacts to Middlefield/Marsh should include lengthening the left turn pocket so that the right turns do not get blocked.

Atherton has taken a close look at potential improvements to the Marsh Road and Middlefield Road intersection. Marsh Road can be widened to four lanes within the right-of-way. However, widening to four lanes for the entire length would involve the loss of several trees. The Town wishes to see widening only near the Marsh/Middlefield intersection to reduce the tree loss. Widening of Marsh Road also needs to accommodate pedestrians and bicycles within the cross section.

There is not sufficient room to widen Middlefield Road without acquiring right-of-way or making the lanes and shoulders too narrow for bicycles and pedestrians. Therefore, a second left turn lane cannot be added. To increase the left turn capacity, the southbound through lane could be converted to a left/through lane. This would require split-phase signal operation on Middlefield Road. Atherton has determined that the shared lane with split-phase operation would be enough to mitigate the Facebook impact, although the operation would not be as good as with two separate left turn lanes.

Sincerely,

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Michael Kashiwagi, Director of Public Works

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Neal Martin, City Planner

## Attachment 4

### c. Marsh & Middlefield

The proposed mitigation measures for the intersection of Marsh Road and Middlefield Road includes restriping an additional southbound left turn/thru lane on Middlefield and modifying the existing traffic signal to accommodate a split phase operation of the intersection. On westbound Marsh Road the existing right turn lane shall be extended easterly approximately 350 feet by restriping the existing pavement. On eastbound Marsh, an additional lane approximately 600 feet in length shall be added to accommodate the eastbound receiving lane and provide the additional road width to accommodate the additional westbound right turn lane.

The improvements would require construction of a new travel lane on eastbound Marsh, signing and striping improvements, relocation of utility poles along Marsh and modifications to the existing traffic signal at the Marsh/Middlefield Road intersection.

Prior to the Development Agreement approval, the Project Sponsor shall prepare an updated construction cost estimate for the proposed mitigation measures at the intersection of Marsh Road and Middlefield Road for review and approval of the Public Works Director and the Town of Atherton. Within 90 days of the effective date of the Development Agreement of the East Campus, the Project Sponsor shall provide a bond for the improvements in the amount equal to the Project's fair share contribution of the estimated construction cost for the intersection improvements plus a 30 percent contingency. The Project's fair share contribution is estimated to be 30.4%.

Upon request by the Town of Atherton, the Project Sponsor shall deposit 100 percent of the construction cost estimate with the Town of Atherton. The Town of Atherton shall cause the improvements to be constructed and shall reimburse the Project Sponsor 69.6 percent of the construction cost estimate in the future as other area developments that impact this intersection are approved and they are required to pay exactions to fund their share of the construction of intersection improvements at that time. Construction of these improvements are not eligible for a Transportation Impact Fee (TIF) credit. Although the proposed mitigation would fully mitigate the impact, it remains **significant and unavoidable** because the intersection is under the jurisdiction of the Town of Atherton and the City cannot guarantee the mitigation measure would be implemented. **(MM-TR6.2)**

**TOWN OF ATHERTON**  
CLAIMS LIST MARCH 2012

	<u>Amount</u>
A/P Checks (#13545-13656)	\$ 326,878
Payroll Checks (#330-332)	1,644
Direct Deposit - Payroll	167,113
Electronic Transfer - A/P & Payroll	226,172
<b>MARCH 2012 Total</b>	<b>721,807</b>

I, Theresa DellaSanta, Interim City Manager of the Town of Atherton, do hereby certify that the demand listed above, check numbers 330-332 (payroll), and 13545-13656 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$721,807 are true and correct based on the information provided to me and that there are sufficient funds for payment.

\_\_\_\_\_  
Theresa DellaSanta  
Interim City Manager

The above claims, check numbers 330-332 (payroll), and 13545-13656 (accounts payable), and electronic transfers for employees direct deposits, federal payroll taxes and fees, inclusive, amount to \$721,807 are true and correct and are authorized for payment.

\_\_\_\_\_  
Bill Widmer  
Mayor, Town of Atherton

**SOURCE OF FUNDS**

<b>101</b>	General Fund	\$ 641,723
<b>105</b>	Tennis Fund	12
<b>203</b>	Gas Tax	5,993
<b>210</b>	Road Construction Impact Fee	427
<b>213</b>	Library	44,178
<b>616</b>	Employee Benefits	29,474
	<b>TOTAL</b>	<b>721,807</b>

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Accident Indemnity	175.68
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Cancer Ins	176.28
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Dental Ins PreTx	92.40
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Hospital Indemnity	76.76
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Intensive Care	16.26
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC Specified Health	27.90
13545	3/5/2012	AFLAC		General Fund		PR Batch 501 2 2012 AFLAC-STD After Tax	62.81
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Accident Indemnity	175.68
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Cancer Ins	176.28
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Dental Ins PreTx	92.40
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Hospital Indemnity	76.76
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Intensive Care	16.26
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC Specified Health	27.90
13545	3/5/2012	AFLAC		General Fund		PR Batch 502 2 2012 AFLAC-STD After Tax	62.81
<b>13545 Total</b>							1,256.18
13546	3/5/2012	TEAMSTERS LOCAL 856 H & W		General Fund		PR Batch 501 2 2012 Dental Insurance	4,176.00
<b>13546 Total</b>							4,176.00
13547	3/5/2012	TEAMSTERS UNION LOCAL 856		General Fund		PR Batch 501 2 2012 Teamsters Dues	53.54
13547	3/5/2012	TEAMSTERS UNION LOCAL 856		General Fund		PR Batch 502 2 2012 Teamsters Dues	53.54
<b>13547 Total</b>							107.08
13548	3/5/2012	VISION SERVICE PLAN		General Fund		PR Batch 501 2 2012 Vision Insurance	486.75
13548	3/5/2012	VISION SERVICE PLAN	March 2012	General Fund	Police	Vision N. Bonnevie Feb 2012	10.88
13548	3/5/2012	VISION SERVICE PLAN	March 2012	General Fund	DPW-Street Maint.	Vision cobra M. Rubalcava March 2012	10.88
<b>13548 Total</b>							508.51
13549	3/8/2012	A-A LOCK & ALARM INC	222349	General Fund	Police	Change combo on 4 simplex push button locks PD	395.00
<b>13549 Total</b>							395.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	Administration	91 Ashfield - admin 1/25/12 - 2/23/12	19.25
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	Planning	Station Lane/Town Hall 1/25/12 - 2/23/12	18.26
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	Building	Station Lane/Town Hall 1/25/12 - 2/23/12	109.60
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	Police	91 Ashfield - PD 1/25/12 - 2/23/12	32.78
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	DPW-Engineering	Station Lane/Town Hall 1/25/12 - 2/23/12	54.79
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	DPW-Street Maint.	99 Dinkenspiel Corp Off/Storage 1/25/12 - 2/23/12	85.36
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	DPW-Park Maint.	160 Watkins (CM House) 1/26/12 - 2/24/12	131.11
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	DPW-Park Program	150 Watkins HP Activities 1/26/12 - 2/24/12	50.33
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	General Fund	DPW-Park Program	150 Watkins Town of Atherton 2/1/12 - 2/24/12	2.31
13550	3/8/2012	ABAG POWER PURCHASING POOL	8004208	Library Fund	Non-Dept	Library/Dinkenspiel/Sta Ln 1/25/12 - 2/23/12	46.42
<b>13550 Total</b>							550.21
13551	3/8/2012	AT&T CALNET 2	000003166320	General Fund	Non-Dept	8099 Town Hall front desk main line 1/27/12 - 2/26/12	429.53
13551	3/8/2012	AT&T CALNET 2	000003166319	General Fund	Non-Dept	0600 PBX switch board line FD 1/27/12 - 2/26/12	112.50
13551	3/8/2012	AT&T CALNET 2	000003166318	General Fund	Police	0280 Disaster line PD 1/27/12 - 2/26/12	212.24
13551	3/8/2012	AT&T CALNET 2	000003166317	General Fund	Police	0686 Alarm shed PD 1/27/12 - 2/26/12	15.76
<b>13551 Total</b>							770.03
13552	3/8/2012	CA NARCOTICS OFFICERS ASSOC. R	April 5, 2012	General Fund	Police	Social Media and Drugs training K. Lopez 4/5/12	45.00
<b>13552 Total</b>							45.00
13553	3/8/2012	CALIFORNIA KITCHEN	BP12-00021	General Fund		Refund recycling deposit BP12-00021, 1 James Ave.	1,000.00
<b>13553 Total</b>							1,000.00
13554	3/8/2012	D-PREP LLC	April 27, 2012	General Fund	Police	Portable Alcohol Screening training S. Pardorla 4/27/12	146.00
<b>13554 Total</b>							146.00
13555	3/8/2012	DE LAGE FINANCIAL SERVICES,INC	12782948	General Fund	Planning	Lease Sharp MXM453N copier Planning 2/15/12 - 3/14/12	50.50

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
13555	3/8/2012	DE LAGE FINANCIAL SERVICES,INC	12782948	General Fund	Building	Lease Sharp MXM453N copier Bldg 2/15/12 - 3/14/12	50.50
13555	3/8/2012	DE LAGE FINANCIAL SERVICES,INC	12782948	General Fund	DPW-Engineering	Lease Sharp MXM453N copier DPW Eng 2/15/12 - 3/14/12	50.50
<b>13555 Total</b>							151.50
13556	3/8/2012	ELLISON'S TOWING	35851	General Fund	Police	Tow Ford crown victoria police -flat tire	50.00
<b>13556 Total</b>							50.00
13557	3/8/2012	HEXAGON TRANSPORTATION CONSULTANTS. INC.	6960	General Fund	DPW-Engineering	Transportation consulting svc Facebook EIR review 1/21/12-2/17/1	2,077.50
<b>13557 Total</b>							2,077.50
13558	3/8/2012	KING CRANE SERVICE	APW12-00022	General Fund		Refund road bond deposit APW12-00022, 2 Surrey Ln.	2,500.00
<b>13558 Total</b>							2,500.00
13559	3/8/2012	L.C. ACTION POLICE SUPPLY	276197	General Fund	Police	Pelican# 6061F direct wire rig for fast charger PD	255.27
<b>13559 Total</b>							255.27
13560	3/8/2012	LASALLE PROPERTIES LLC	R# 30005	General Fund		Refund recycling deposit 216 Atherton Ave.	1,000.00
<b>13560 Total</b>							1,000.00
13561	3/8/2012	LEAGUE OF CALIFORNIA CITIES	54613	General Fund	Administration	Job posting ad Western City Magazine for city manager	1,400.00
<b>13561 Total</b>							1,400.00
13562	3/8/2012	NEAL MARTIN & ASSOCIATES	1198	General Fund		Pass thru -M/A cell site January 2012	1,266.50
13562	3/8/2012	NEAL MARTIN & ASSOCIATES	1199	General Fund	Planning	Housing element planning service Jan 2012	752.50
13562	3/8/2012	NEAL MARTIN & ASSOCIATES	1198	General Fund	Planning	Contract Planning services January 2012	13,987.89
13562	3/8/2012	NEAL MARTIN & ASSOCIATES	1200	Library Fund	Non-Dept	Library relocation planning services Jan 2012	2,823.51
<b>13562 Total</b>							18,830.40
13563	3/8/2012	PITNEY BOWES INC	428562	General Fund	Non-Dept	Annually Equip maintenance S# 0000023776 4/1/12 -3/31/13	218.00
13563	3/8/2012	PITNEY BOWES INC	428560	General Fund	Non-Dept	Annually Equip maintenance S# 0000011659 4/1/12 -3/31/13	358.00
13563	3/8/2012	PITNEY BOWES INC	428561	General Fund	Non-Dept	Annually Equip maintenance S# 0000004197 4/1/12 -3/31/13	687.00
<b>13563 Total</b>							1,263.00
13564	3/8/2012	RENNE SLOAN HOLTZMAN SAKAI LLP	20350	General Fund	Administration	2012 Police officers association negotiations	1,949.91
<b>13564 Total</b>							1,949.91

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13565	3/8/2012	RILEY ROBERT	BP11-00605	General Fund		Refund recycling deposit BP11-00605, 36 Parker Ave.	1,000.00
<b>13565 Total</b>							1,000.00
13566	3/8/2012	SHARP ELECTRONICS CORPORATION	C729881-541	General Fund	Administration	Sharp MXM550N copier usage 1/16/12 - 2/16/12	314.02
<b>13566 Total</b>							314.02
13567	3/8/2012	SPRINT	130538811-051	General Fund	Police	Mobile data communication 1/26/12 - 2/25/12	431.51
<b>13567 Total</b>							431.51
13568	3/8/2012	US BANCORP EQUIPMENT FINANCE INC.	198109365	General Fund	Police	Lease Sharp MXM283N copier PD 2/25/12 - 3/25/12	237.18
<b>13568 Total</b>							237.18
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	Building	Wireless service Bldg 1/22/12 - 2/21/12	0.34
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	Police	Wireless service PD 1/22/12 - 2/21/12	264.14
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	DPW-Engineering	Wireless service DPW Eng 1/22/12 - 2/21/12	3.14
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	DPW-Street Maint.	Wireless service DPW Street Maint 1/22/12 - 2/21/12	5.50
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	DPW-Park Maint.	Wireless service DPW Park Maint 1/22/12 - 2/21/12	0.17
13569	3/8/2012	VERIZON WIRELESS	1059751760	General Fund	DPW-Park Program	Wireless service DPW Park Program 1/22/12 - 2/21/12	0.34
<b>13569 Total</b>							273.63
13570	3/8/2012	VIEVU	2249	General Fund	Police	Repair PVR-LE2 Wearable Video Camera PD	189.00
<b>13570 Total</b>							189.00
13571	3/8/2012	VOYAGER FLEET SYSTEMS INC.	869016477202	General Fund	Police	Motorcycle fuel PD February 2012	19.05
<b>13571 Total</b>							19.05
13572	3/15/2012	AT&T CALNET 2	000003178663	General Fund	Non-Dept	4866 Fax post office credit card Admin 2/1/12 - 2/29/12	0.32
13572	3/15/2012	AT&T CALNET 2	000003178662	General Fund	DPW-Park Program	4859 HP Main House 2/1/12 - 2/29/12	60.43
<b>13572 Total</b>							60.75
13573	3/15/2012	CAL WATER SERVICE	62126158/212	General Fund	City Council	94 Ashfield 1/5/12 - 2/2/12	76.98
13573	3/15/2012	CAL WATER SERVICE	91512681/212	General Fund	Administration	91 Ashfield 1/5/12 - 2/2/12	18.95
13573	3/15/2012	CAL WATER SERVICE	91512699/212	General Fund	Planning	Station Lane Meter 1/5/12 - 2/2/12	2.42
13573	3/15/2012	CAL WATER SERVICE	91512699/212	General Fund	Building	Station Lane Meter 1/5/12 - 2/2/12	14.55
13573	3/15/2012	CAL WATER SERVICE	91512664/212	General Fund	Police	83 Ashfield 1/5/12 - 2/2/12	108.65
13573	3/15/2012	CAL WATER SERVICE	91512699/212	General Fund	DPW-Engineering	Station Lane Meter 1/5/12 - 2/2/12	7.28
13573	3/15/2012	CAL WATER SERVICE	62051509/212	General Fund	DPW-Street Maint.	Alameda/Atherton 1/5/12 - 2/2/12	73.75
13573	3/15/2012	CAL WATER SERVICE	62051499/212	General Fund	DPW-Street Maint.	El Camino Real 1/5/12 - 2/2/12	73.75

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13573	3/15/2012	CAL WATER SERVICE	97947324/212	General Fund	DPW-Street Maint.	El Camino Real (2) 1/27/12 - 2/24/12	247.81
13573	3/15/2012	CAL WATER SERVICE	90069321/212	General Fund	DPW-Street Maint.	Station Lane 2/3/12 - 3/2/12	18.65
13573	3/15/2012	CAL WATER SERVICE	62040688/212	General Fund	DPW-Street Maint.	99 Ashfield Rd 2/3/12 - 3/2/12	53.77
13573	3/15/2012	CAL WATER SERVICE	62051537/212	General Fund	DPW-Park Program	150 Watkins 1/27/12 - 2/24/12	147.60
13573	3/15/2012	CAL WATER SERVICE	62051537Fire212	General Fund	DPW-Park Program	150 Watkins (Fire Protection) 2/1/12 - 2/29/12	29.31
13573	3/15/2012	CAL WATER SERVICE	89783897/212	Library Fund	Non-Dept	Maple 1/5/12 - 2/2/12	32.66
13573	3/15/2012	CAL WATER SERVICE	97127159/212	Library Fund	Non-Dept	2 Station Lane 1/5/12 - 2/2/12	92.82
<b>13573 Total</b>							998.95
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	General Fund	DPW-Park Maint.	Janitorial services Park March 2012	550.00
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	General Fund	DPW-Building Maint.	Janitorial services PD March 2012	419.00
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	General Fund	DPW-Building Maint.	Janitorial services Admin March 2012	319.00
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	General Fund	DPW-Building Maint.	Janitorial services Planning/Bldg March 2012	245.00
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	General Fund	DPW-Building Maint.	Janitorial services Public Work March 2012	130.00
13574	3/15/2012	CENTRAL MAINTENANCE COMPANY	3152-0312	Library Fund	Non-Dept	Janitorial services Library March 2012	332.00
<b>13574 Total</b>							1,995.00
13575	3/15/2012	CITY OF REDWOOD CITY	BR26945	General Fund	Non-Dept	IT Support services 25.6 hours Dec 2011	3,605.76
13575	3/15/2012	CITY OF REDWOOD CITY	BR26946	General Fund	Non-Dept	IT Support services 19.3 hours Jan 2012	2,718.41
<b>13575 Total</b>							6,324.17
13576	3/15/2012	CLARK PEST CONTROL	12465855	Library Fund	Non-Dept	Pest control services Library Feb 2012	95.00
<b>13576 Total</b>							95.00
13577	3/15/2012	CONTRACT SWEEPING SERVICES	INV120000258	General Fund	DPW-Street Maint.	Monthly sweeping service Feb 2012	992.70
<b>13577 Total</b>							992.70
13578	3/15/2012	COUNTY OF SANTA CLARA EMPL RELATI	2011 POA Survey	General Fund	Administration	2011 POA total compensation survey	810.90
<b>13578 Total</b>							810.90
13579	3/15/2012	DUNBAR ARMORED INC	3030887	General Fund	Finance	Armored car service fee March 2012	100.00
13579	3/15/2012	DUNBAR ARMORED INC	3030887	General Fund	Finance	Armored car service fuel surcharge fee March 2012	15.95
13579	3/15/2012	DUNBAR ARMORED INC	3030887	General Fund	Non-Dept	Armored car service maintenance fee March 2012	10.66
<b>13579 Total</b>							126.61
13580	3/15/2012	FEDERAL EXPRESS CORP	7-765-38095	General Fund	DPW-Engineering	Fedex envelope to RWQCB - DPW Eng.	45.40

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<b>13580 Total</b>							45.40
13581	3/15/2012	JARVIS, FAY, DOPORTO & GIBSON, LLP	4539	General Fund	City Attorney	Review legal service for Fletcher-Ridgeview project Feb 2012	3,003.33
<b>13581 Total</b>							3,003.33
13582	3/15/2012	KIELTY KEVIN R.	2224	General Fund	Planning	Kiely arborist services 26% Planning Jan 2012	2,262.00
13582	3/15/2012	KIELTY KEVIN R.	2224	General Fund	Building	Kiely arborist services 74% Bldg Jan 2012	6,438.00
<b>13582 Total</b>							8,700.00
13583	3/15/2012	LOWRY LARRY L	39769	Road Const. Impact Fee		Replace stale check# 11974 for Road impact fee	426.81
<b>13583 Total</b>							426.81
13584	3/15/2012	OFFICE DEPOT	599482458001	General Fund	Planning	(1) ea Dater stamp Planning Dept	23.88
<b>13584 Total</b>							23.88
13585	3/15/2012	PG & E	5678831050/21	General Fund	Administration	Ashfield/Town Hall 1/25/12 - 2/23/12	556.41
13585	3/15/2012	PG & E	5678831560/21	General Fund	Planning	Station Lane 1/25/12 - 2/23/12	15.37
13585	3/15/2012	PG & E	5678831560/21	General Fund	Building	Station Lane 1/25/12 - 2/23/12	92.24
13585	3/15/2012	PG & E	5678831560/21	General Fund	DPW-Engineering	Station Lane 1/25/12 - 2/23/12	46.12
13585	3/15/2012	PG & E	92913025489/2	General Fund	DPW-Street Maint.	Corp office & storage 1/25/12 - 2/23/12	67.27
13585	3/15/2012	PG & E	34579695882/2	General Fund	DPW-Street Maint.	Signal El Camino/Atherton 1/25/12 - 2/23/12	78.26
13585	3/15/2012	PG & E	95313129439/2	General Fund	DPW-Street Maint.	93 Dinkelspiel Station Ln 1/25/12 - 2/23/12	144.76
13585	3/15/2012	PG & E	86713555828/2	General Fund	DPW-Street Maint.	Signal Encinal/Middlefield 1/26/12 - 2/24/12	39.11
13585	3/15/2012	PG & E	5678831025/21	General Fund	DPW-Street Maint.	Signal-Middlefield/Oak Grove 1/26/12 - 2/24/12	41.80
13585	3/15/2012	PG & E	5678831015/21	General Fund	DPW-Street Maint.	Signal E/S Middlefield 1/26/12 - 2/24/12	51.12
13585	3/15/2012	PG & E	5678831020/21	General Fund	DPW-Street Maint.	Signal-Marsh/Middlefield 1/26/12 - 2/24/12	9.86
13585	3/15/2012	PG & E	5678831002et/21	General Fund	DPW-Street Maint.	Street Lights 2/1/12 - 3/1/12	4,062.70
13585	3/15/2012	PG & E	08963023620/2	General Fund	DPW-Park Maint.	160 Watkins (CM house) 1/26/12 - 2/24/12	85.87
13585	3/15/2012	PG & E	5678831040/21	General Fund	DPW-Park Maint.	Pump 150 Watkins 1/26/12 - 2/24/12	145.91
13585	3/15/2012	PG & E	5678831030/21	General Fund	DPW-Park Program	Activity Bldg 150 Watkins 1/26/12 - 2/24/12	304.82
13585	3/15/2012	PG & E	5678831035/21	General Fund	DPW-Park Program	Modular Building 150 Watkins 1/26/12 - 2/24/12	333.74

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13585	3/15/2012	PG & E	91663025566/212	Library Fund	Non-Dept	Atherton Library 1/25/12 - 2/23/12	434.37
<b>13585 Total</b>							6,509.73
13586	3/15/2012	PLUTYNSKI MARK A.	001	Library Fund	Non-Dept	Video services for Atherton library community meetings	400.00
<b>13586 Total</b>							400.00
13587	3/15/2012	SAN MATEO CNTY CONTROLLERS OFFICE	February 2012	General Fund		Allocation of parking penalties Feb 2012	634.60
<b>13587 Total</b>							634.60
13588	3/15/2012	THE PUBLIC RETIREMENT JOURNAL	3934	General Fund	Finance	PERS PAC - Annual subscription Dec 2011-Nov 2012	250.00
<b>13588 Total</b>							250.00
13589	3/15/2012	USPS	March 2012	General Fund	Building	(750) Stamps mailing survey for Interwest services bldg	337.50
<b>13589 Total</b>							337.50
13590	3/20/2012	USPS	March 20,2012	Library Fund	Non-Dept	Bulk mailing - draft EIR Library	373.32
<b>13590 Total</b>							373.32
13591	3/21/2012	A-A LOCK & ALARM INC	224634	General Fund	Police	Replace new lock on a locker and new keys PD	166.06
<b>13591 Total</b>							166.06
13592	3/21/2012	ACCONTEMPS	35084752	General Fund	Finance	Temp Phonpradith, Noy 2/27/12 - 3/1/12	1,285.76
13592	3/21/2012	ACCONTEMPS	35114026	General Fund	Finance	Temp Phonpradith, Noy 3/5/12 - 3/8/12	1,285.76
<b>13592 Total</b>							2,571.52
13593	3/21/2012	AT&T CALNET 2	000003181472	General Fund	Non-Dept	4866 Fax post office credit card 2/1/12 - 2/29/12	15.67
13593	3/21/2012	AT&T CALNET 2	000003178660	General Fund	Police	5396 ESL service line PD 2/1/12 - 2/29/12	60.75
<b>13593 Total</b>							76.42
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Remove & install k-9 cage, radar unit, gun mount on patrol cars	4,046.51
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Replace oil cooler hose leaking Patrol PD	253.57
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Replace starter Crwn Victoria patrol PD	390.06
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Repair Lic plate bulb, front brake pad, & oil change Command Unit	284.99
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Repair 911 screen mount, install new battery Victoria interceptor	200.21
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Repair radiator cooling fan not charged Crwn Victoria flat top	404.05
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	PM service, oil change Crwn Victoria PD	266.04
13594	3/21/2012	CITY OF REDWOOD CITY	BR26961	General Fund	Police	Repair oil cooler hoses leaking Crwn Victoria PD	237.09

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<b>13594 Total</b>							6,082.52
13595	3/21/2012	CITY OF REDWOOD CITY	BR27001	General Fund	Police	Fuel charges PD 12/8/11 - 12/15/11	906.21
13595	3/21/2012	CITY OF REDWOOD CITY	BR27001	General Fund	Police	Fuel charges PD 1/15/12 - 2/15/12	3,886.28
13595	3/21/2012	CITY OF REDWOOD CITY	BR27001	General Fund	DPW-Street Maint.	Fuel charges DPW Park Maint 1/15/12 - 2/15/12	150.88
<b>13595 Total</b>							4,943.37
13596	3/21/2012	GRAHAM CONTRACTORS INC	023151	Gas Tax		2011 Cape/Slurry project -10% retention	(665.88)
13596	3/21/2012	GRAHAM CONTRACTORS INC	023151	Gas Tax	DPW-Engineering	2011 Cape/Slurry project	6,658.81
<b>13596 Total</b>							5,992.93
13597	3/21/2012	GROUP 4 ARCHITECTURE, RESEARCH PLANING, INC.	8242	Library Fund	Non-Dept	Architectural service -EIR reports Library project Feb 2012	405.00
<b>13597 Total</b>							405.00
13598	3/21/2012	HARRIS COMPUTER CORPORATION	MN002967	General Fund	Finance	Wintergrade license fee support 1/1/12 - 3/31/12	426.00
13598	3/21/2012	HARRIS COMPUTER CORPORATION	MN003042	General Fund	Finance	Wintergrade license fee support 4/1/12 - 6/30/12	426.00
<b>13598 Total</b>							852.00
13599	3/21/2012	INTERWEST CONSULTING GROUP, INC	12121	General Fund	Building	Inspection services for permits issued prior to 8/22/11	7,080.00
13599	3/21/2012	INTERWEST CONSULTING GROUP, INC	12121	General Fund	Building	58% Total revenue February 2012	36,695.82
13599	3/21/2012	INTERWEST CONSULTING GROUP, INC	12120	General Fund	DPW-Engineering	Interim Public Works Director Feb 2012	13,015.00
13599	3/21/2012	INTERWEST CONSULTING GROUP, INC	12120	Library Fund	Non-Dept	Library project manager M. Kashiwagi Feb 2012	1,485.00
<b>13599 Total</b>							58,275.82
13600	3/21/2012	LANE BILL	March 2012	General Fund	Police	Mileage -Radar/Lidar training B. Lane PD 3/6/12 - 3/9/12	58.08
<b>13600 Total</b>							58.08
13601	3/21/2012	MCMILLS COREY	APW10-00157	General Fund		Refund road bond dep. APW10-00157, 142 Almendral Ave.	2,500.00
<b>13601 Total</b>							2,500.00
13602	3/21/2012	MENLO PRESS	12771	Library Fund	Non-Dept	(2600) ea #10 Envelope mailers Library	730.68
13602	3/21/2012	MENLO PRESS	12771	Library Fund	Non-Dept	(2600) ea Color postcard mailers Library	898.48
13602	3/21/2012	MENLO PRESS	12771	Library Fund	Non-Dept	(2600) ea Color postcard mailers Library	898.48
13602	3/21/2012	MENLO PRESS	12771	Library Fund	Non-Dept	(1500) ea Door hangers Library	221.91
<b>13602 Total</b>							2,749.55
13603	3/21/2012	MUNISERVICES LLC	Legacy Paver	General Fund		Bus Lic The Legacy Paver Group	75.00
13603	3/21/2012	MUNISERVICES LLC	Bayline Demo	General Fund		Bus Lic Bayline Demolition	75.00
13603	3/21/2012	MUNISERVICES LLC	Bayside Mech	General Fund		Bus Lic Bayside Mechanical	75.00

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<b>13603 Total</b>							225.00
13604	3/21/2012	NEAL MARTIN & ASSOCIATES	1205	General Fund	Planning	Contract Planning services February 2012	14,256.89
13604	3/21/2012	NEAL MARTIN & ASSOCIATES	1207	Library Fund	Non-Dept	Library relocation planning services February 2012	7,232.13
<b>13604 Total</b>							21,489.02
13605	3/21/2012	PAW PRINTS, INC	25281	General Fund	Police	Alarm sign- #55 PD	27.06
<b>13605 Total</b>							27.06
13606	3/21/2012	PKM CONSTRUCTION	BP11-00882	General Fund		Refund recycling dep. BP11-00882, 25 Gresham Ln	1,000.00
<b>13606 Total</b>							1,000.00
13607	3/21/2012	RECALL SECURE DESTRUCTION SERV	2303090132	General Fund	Police	Shred documents service PD 1/27/12	41.45
13607	3/21/2012	RECALL SECURE DESTRUCTION SERV	2303090132	General Fund	Police	Shred documents service PD 2/10/12	41.45
13607	3/21/2012	RECALL SECURE DESTRUCTION SERV	2303090132	General Fund	Police	Shred documents service admin fee PD 2/10/12	15.00
<b>13607 Total</b>							97.90
13608	3/21/2012	SAN MATEO CNTY COMMANDER' S ASSOCIATION	2012 Annual Due	General Fund	Police	2012 County commander's association membership	50.00
<b>13608 Total</b>							50.00
13609	3/21/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11202	General Fund	Police	Microwave micro channel PD Feb 2012	152.00
13609	3/21/2012	SAN MATEO CNTY INFO SERV DEPT	1YAT11202	General Fund	Police	MessageSwitch lines PD Feb 2012	1,154.08
<b>13609 Total</b>							1,306.08
13610	3/21/2012	SAN MATEO REGIONAL NETWORK INC	20049	General Fund	Police	Monthly T-1 access fee PD March 2012	385.00
<b>13610 Total</b>							385.00
13611	3/21/2012	SPRINGBROOK SOFTWARE INC	April 2012	General Fund	Finance	2012 Springbrook conference J. Pan 4/10/12 - 4/12/12	595.00
<b>13611 Total</b>							595.00
13612	3/21/2012	STATE BOARD OF EQUALIZATION	2011 Sales Tax	General Fund		2011 Sale/Use Tax	(379.49)
13612	3/21/2012	STATE BOARD OF EQUALIZATION	2011 Sales Tax	General Fund		2011 Sale/Use Tax	687.46
13612	3/21/2012	STATE BOARD OF EQUALIZATION	2011 Sales Tax	General Fund	Police	2011 Sale/Use Tax	162.60
13612	3/21/2012	STATE BOARD OF EQUALIZATION	2011 Sales Tax	General Fund	DPW-Building Maint.	2011 Sale/Use Tax	216.89

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<b>13612 Total</b>							687.46
13613	3/21/2012	TEE'S PLUS	362502	General Fund		Sale tax PD	(3.47)
13613	3/21/2012	TEE'S PLUS	362502	General Fund	Police	(100) DARE mixed balloons PD	12.99
13613	3/21/2012	TEE'S PLUS	362502	General Fund	Police	(6) DARE 6" Beany lion PD	40.48
<b>13613 Total</b>							50.00
13614	3/21/2012	TELECOMMUNICATIONS ENGINEERING	41747	General Fund	Police	Facility mgmt and Maint for public safety comm center PD	934.00
<b>13614 Total</b>							934.00
13615	3/21/2012	THE ALMANAC	Feb 2012	General Fund	Administration	Job posting for City Manager 2/22/12	348.00
13615	3/21/2012	THE ALMANAC	Feb 2012	Library Fund	Non-Dept	Proposal for Project Management services Library 2/22/12	464.00
13615	3/21/2012	THE ALMANAC	Feb 2012	Library Fund	Non-Dept	Proposal for Project Management services Library 2/29/12	464.00
<b>13615 Total</b>							1,276.00
13616	3/21/2012	TURBO DATA SYSTEMS INC	18684	General Fund	Police	Citation processing PD Feb 2012	157.90
<b>13616 Total</b>							157.90
13617	3/21/2012	WILLIAMS SCOTSMAN, INC	96228350	General Fund	Police	Trailer rental PD 2/29/12 - 3/28/12	698.33
<b>13617 Total</b>							698.33
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Monthly k-9 maintenance training PD Feb 2012	500.00
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog boarding - Rex PD Feb 2012	80.00
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog walking service - Rex PD Feb 2012	15.00
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog bathing service - Rex PD Feb 2012	45.00
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog food PD Feb 2012	178.61
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Jumas muzzle PD Feb 2012	189.44
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Leather padded agitation harness PD Feb 2012	113.66
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Stainless fur saver PD Feb 2012	28.15
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Energy dog food PD Feb 2012	59.54
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Tracking long line PD Feb 2012	43.30
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Training aid/ ball on rope PD Feb 2012	16.24
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Tab leash w/ D ring PD Feb 2012	16.24
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Medium prong collar PD Feb 2012	27.06
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - 6' Working leash/ chrome snap PD Feb 2012	43.30
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Police leash Feb 2012	59.54
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Equipment box PD Feb 2012	43.30
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Double bowls w/holder PD Feb 2012	75.77

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13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Rake/ light duty PD Feb 2012	17.32
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Nail clippers service PD Feb 2012	14.07
13618	3/21/2012	WITMER-TYSON IMPORTS INC	T9106	General Fund	Police	Dog - Tooth scraper service PD Feb 2012	12.99
<b>13618 Total</b>							1,578.53
13619	3/28/2012	A2Z BUSINESS SYSTEMS	024140	General Fund	Planning	Sharp 4CS400 copier maintenance Planning 3/17/12 - 6/17/12	90.00
13619	3/28/2012	A2Z BUSINESS SYSTEMS	024140	General Fund	Building	Sharp 4CS400 copier maintenance Bldg 3/17/12 - 6/17/12	90.00
13619	3/28/2012	A2Z BUSINESS SYSTEMS	024140	General Fund	DPW-Engineering	Sharp 4CS400 copier maintenance DPW 3/17/12 - 6/17/12	90.00
<b>13619 Total</b>							270.00
13620	3/28/2012	AT&T CALNET 2	000003200526	General Fund	Police	2801 Trailer PD 2/10/12 - 3/9/12	155.39
13620	3/28/2012	AT&T CALNET 2	000003200527	General Fund	Police	3220 Fax admin PD 2/10/12 - 3/9/12	15.79
13620	3/28/2012	AT&T CALNET 2	000003200528	General Fund	Police	9743 Direct connect fax line PD 2/10/12 - 3/9/12	15.90
13620	3/28/2012	AT&T CALNET 2	000003199890	General Fund	Police	9297 Dinkelspiel alarm line PD 2/10/12 - 3/9/12	15.77
13620	3/28/2012	AT&T CALNET 2	000003200523	General Fund	Police	6131 Emergency line PD 2/10/12 - 3/9/12	103.73
13620	3/28/2012	AT&T CALNET 2	000003200525	General Fund	Police	7653 Fax request service PD 2/10/12 - 3/9/12	14.51
13620	3/28/2012	AT&T CALNET 2	000003200524	General Fund	Police	6452 Voice print 911 PD 2/10/12 - 3/9/12	15.76
13620	3/28/2012	AT&T CALNET 2	000003200529	General Fund	Police	6500 Main line PD 2/10/12 - 3/9/12	492.53
13620	3/28/2012	AT&T CALNET 2	000003203446	General Fund	DPW-Street Maint.	1470 PW Corp yard 2/11/12 - 3/10/12	22.79
13620	3/28/2012	AT&T CALNET 2	000003200907	General Fund	DPW-Park Program	2677 Park elevator 2/10/12 - 3/9/12	15.54
<b>13620 Total</b>							867.71
13621	3/28/2012	CA BUILDING STANDARDS COMMISSI	Oct-Dec 2011	General Fund		CA Building Standard Comm fee 10/1/11 - 12/31/11	1,446.00
<b>13621 Total</b>							1,446.00
13622	3/28/2012	COMCAST	0122498/0312	General Fund	Non-Dept	High speed internet 3/21/12 - 4/20/12	209.63
<b>13622 Total</b>							209.63
13623	3/28/2012	CONNERS WILLIAM B.	February 2012- A	General Fund	City Attorney	Adj City Attorney Retainer Feb 2012	3,000.00
<b>13623 Total</b>							3,000.00
13624	3/28/2012	CSG CONSULTANTS INC	021821	General Fund	Non-Dept	Code enforcement services 1/28/12 - 2/24/12	4,223.00
<b>13624 Total</b>							4,223.00
13625	3/28/2012	JUNIOR MANNERS COTILLION	March 2012	General Fund		Refund park deposits for Cotillion class	250.00
<b>13625 Total</b>							250.00
13626	3/28/2012	KREFELD'S AWARDS, INC	22711	General Fund	Police	Plate engraved for Sgt. Lopez PD	29.77

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
13626	3/28/2012	KREFELD'S AWARDS, INC	22706	General Fund	Police	Plates engraved for Karli/Lotty PD	46.01
<b>13626 Total</b>							75.78
13627	3/28/2012	LARSON JENNIFER C.	Jan-Feb 2012	General Fund	City Attorney	Factual review of Environmental Programs Committee Jan-Feb 2012	2,000.00
<b>13627 Total</b>							2,000.00
13628	3/28/2012	LEXIPOL LLC	6789	General Fund	Police	Daily training bulletins & testing data base PD	2,000.00
<b>13628 Total</b>							2,000.00
13629	3/28/2012	LIEBERT CASSIDY WHITMORE	147034	General Fund	Administration	Professional services review letter to Union & revise Feb 2012	95.00
<b>13629 Total</b>							95.00
13630	3/28/2012	LSA ASSOCIATES, INC.	114135	Library Fund	Non-Dept	Environmental consulting service Library Feb 2012	26,285.83
<b>13630 Total</b>							26,285.83
13631	3/28/2012	MATTES JOHN	March 2012	General Fund	Police	CLEARs monthly meeting fee J. Mattes PD	25.00
<b>13631 Total</b>							25.00
13632	3/28/2012	MCCONNELL MARY	386	General Fund	Police	Polygraph test police officer applicants	400.00
<b>13632 Total</b>							400.00
13633	3/28/2012	MCE CORPORATION	1202086	General Fund	DPW-Street Maint.	Maintenance services Street Feb 2012	15,251.10
13633	3/28/2012	MCE CORPORATION	1202086	General Fund	DPW-Park Maint.	Maintenance services Park Feb 2012	13,821.58
13633	3/28/2012	MCE CORPORATION	1202086	General Fund	DPW-Park Program	Maintenance services Park Program Feb 2012	1,099.23
13633	3/28/2012	MCE CORPORATION	1202086	General Fund	DPW-Building Maint.	Maintenance services Facilities Feb 2012	4,166.15
13633	3/28/2012	MCE CORPORATION	1202086	Tennis Fund	DPW-Park Program	Maintenance services Tennis court Feb 2012	11.86
13633	3/28/2012	MCE CORPORATION	1202086	Library Fund	Non-Dept	Maintenance services Library Feb 2012	253.47
<b>13633 Total</b>							34,603.39
13634	3/28/2012	MUNISERVICES LLC	Jamontes Const	General Fund		Bus Lic Jamontes Construction	125.00
13634	3/28/2012	MUNISERVICES LLC	Barragan Dryw	General Fund		Bus Lic Barragan Drywall	75.00
<b>13634 Total</b>							200.00
13635	3/28/2012	NEC CORPORATION OF AMERICA	TM0000030245	General Fund	Building	Phone services relocated Ext. Bldg	163.00
<b>13635 Total</b>							163.00
13636	3/28/2012	OFFICE DEPOT	602602222001	General Fund	Administration	(4) ca Copier papers Admin	164.97
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Administration	(1) pk Black scissor Admin	3.97
13636	3/28/2012	OFFICE DEPOT	602602222001	General Fund	Finance	(2) bx #10 Security window envelopes for payroll	56.27

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Finance	(1) bx #9 Window envelope for payroll (to be refund wrong order)	23.81
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Building	(2) pk File label Bldg	28.38
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Building	(2) dz Black pens Bldg	1.67
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Police	(10) pk 3 Volt battery PD	99.59
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Police	(1) ca Copier paper PD	41.24
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Police	(2) bx #55 Envelopes PD	32.89
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Police	(2) pk Refill black ink PD	6.04
13636	3/28/2012	OFFICE DEPOT	601410004001	General Fund	Police	(10) pk 3x5 Book, memo PD	13.53
<b>13636 Total</b>							472.36
13637	3/28/2012	REPUBLIC ITS INC	RR-127858	General Fund	DPW-Street Maint.	Traffic signals maintenance Middlefield/Encinal Feb 2012	104.67
13637	3/28/2012	REPUBLIC ITS INC	RR-127858	General Fund	DPW-Street Maint.	Traffic signals maintenance Middlefield/Marsh Feb 2012	104.67
13637	3/28/2012	REPUBLIC ITS INC	RR-127858	General Fund	DPW-Street Maint.	Traffic signals maintenance Middlefield/Oak Grove Feb 2012	104.67
<b>13637 Total</b>							314.01
13638	3/28/2012	ROTO ROOTER SERVICES COMPANY	19316591974	General Fund	DPW-Building Maint.	Clear main sewer pipe with cable lady's restroom Admin	224.00
<b>13638 Total</b>							224.00
13639	3/28/2012	SAN MATEO CNTY FORENSIC LAB	CL03160	General Fund	Police	(1) hr Narcotic services Case# 11-787 PD	90.00
13639	3/28/2012	SAN MATEO CNTY FORENSIC LAB	CL03160	General Fund	Police	(1) hr Narcotic services Case# 11-718 PD	90.00
13639	3/28/2012	SAN MATEO CNTY FORENSIC LAB	CL03160	General Fund	Police	(2) hr Phlebotomy services Case# 715 PD	260.00
13639	3/28/2012	SAN MATEO CNTY FORENSIC LAB	CL03160	General Fund	Police	(1) hr RCFL cost allocation Case# 954 PD	49.18
<b>13639 Total</b>							489.18
13640	3/28/2012	SWARINGEN COLLETTE	152	General Fund	Police	Background investigation police officer applicants	1,623.80
<b>13640 Total</b>							1,623.80
13641	3/28/2012	THADEN GREGG VON	BP09-00557	General Fund		Refund landscape screen dep. BP09-00557, 198 Catalpa Dr.	5,000.00
<b>13641 Total</b>							5,000.00
13642	3/28/2012	TOUBAR EQUIPMENT	APW10-00106	General Fund		Refund road bond dep. APW10-00106, 165 James Ave.	2,500.00
13642	3/28/2012	TOUBAR EQUIPMENT	APW10-00079	General Fund		Refund road bond dep. APW10-00079, 55 Magnolia Dr.	2,500.00
<b>13642 Total</b>							5,000.00

Town of Atherton							
Checks by Date - Detail by Check Number							
For the Month of March 2012							
Check#	Check Date	Vendor Name	Invoice#	Fund	Dept	Description	Amount
13643	3/28/2012	VINYL GRAPHICS	C INV 030752	General Fund	Police	15.5" Custom star reflective artwork - vehicle decals PD	213.29
13643	3/28/2012	VINYL GRAPHICS	C INV 030752	General Fund	Police	Discount 2% net10 days -Custom star reflective artwork PD	(4.04)
<b>13643 Total</b>							209.25
13644	3/30/2012	ACCONTEMPS	35175779	General Fund	Finance	Temp Phonpradith, Noy 3/12/12 - 3/15/12	1,285.76
13644	3/30/2012	ACCONTEMPS	35190090	General Fund	Finance	Temp Phonpradith, Noy 3/19/12 - 3/22/12	1,285.76
<b>13644 Total</b>							2,571.52
13645	3/30/2012	AT&T CALNET 2	000003245375	General Fund	Non-Dept	8099 Town Hall Front Desk main line 2/27/12 - 3/26/12	404.36
13645	3/30/2012	AT&T CALNET 2	000003245374	General Fund	Non-Dept	0600 PBX switch board line FD 2/27/12 - 3/26/12	112.50
13645	3/30/2012	AT&T CALNET 2	000003245373	General Fund	Police	0280 Disaster line PD 2/27/12 - 3/26/12	212.66
13645	3/30/2012	AT&T CALNET 2	000003229018	General Fund	Police	5840 83 Ashfield to Industrial PD 2/20/12 - 3/19/12	265.37
13645	3/30/2012	AT&T CALNET 2	000003229021	General Fund	Police	6690 MP police to PD voter 2/20/12 - 3/19/12	66.22
13645	3/30/2012	AT&T CALNET 2	000003229022	General Fund	Police	6691 Cal water/Bear gulch voter PD 2/20/12 - 3/19/12	76.51
13645	3/30/2012	AT&T CALNET 2	000003245372	General Fund	Police	0686 Alarm shed PD 2/27/12 - 3/26/12	15.76
13645	3/30/2012	AT&T CALNET 2	000003229019	General Fund	Police	7360 Circuit data line PD 2/20/12 - 3/19/12	359.15
13645	3/30/2012	AT&T CALNET 2	000003229020	General Fund	Police	6689 MP fire to PD voter 2/20/12 - 3/19/12	66.22
13645	3/30/2012	AT&T CALNET 2	000003229017	General Fund	Police	8343 83 Ashfield to KCEA radio PD 2/20/12 - 3/19/12	57.18
13645	3/30/2012	AT&T CALNET 2	000003229016	General Fund	Police	1953 Circuit# from PD to 590 Hamilton RC 2/20/12 - 3/19/12	96.90
<b>13645 Total</b>							1,732.83
13646	3/30/2012	AUKER DEBRA C.	B-4	General Fund	Finance	Interim Finance Director March 2012	15,288.00
<b>13646 Total</b>							15,288.00
13647	3/30/2012	CONNERS WILLIAM B.	March 2012	General Fund	City Attorney	City Attorney Retainer March 2012	12,800.00
<b>13647 Total</b>							12,800.00
13648	3/30/2012	CUTWATER INVESTOR SERVICES CORP.	16012A	General Fund	Finance	Investment advisory services 2/1/12 - 2/29/12	1,000.00
<b>13648 Total</b>							1,000.00
13649	3/30/2012	FLINT EDWIN F.	12-03	General Fund	Police	Interim Police Chief March 2012	14,500.00
<b>13649 Total</b>							14,500.00
13650	3/30/2012	FREW JENNIFER	March 2012	General Fund	Police	Mileage Retention & Destruction trng J. Frew 3/30/12	41.45

Town of Atherton

Checks by Date - Detail by Check Number

For the Month of March 2012

<u>Check#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Invoice#</u>	<u>Fund</u>	<u>Dept</u>	<u>Description</u>	<u>Amount</u>
13650	3/30/2012	FREW JENNIFER	March 2012	General Fund	Police	Parking fee Retention & Destruction trng J. Frew 3/30/12	7.00
13650	3/30/2012	FREW JENNIFER	March 2012	General Fund	Police	Meal Retention & Destruction trng J. Frew 3/30/12	17.27
<b>13650 Total</b>							65.72
13651	3/30/2012	MUNISERVICES LLC	A Good Plumber	General Fund		Bus Lic A Good Plumber Inc.	75.00
<b>13651 Total</b>							75.00
13652	3/30/2012	OFFICE TEAM	35218446	Library Fund	Non-Dept	(9.50) hrs Temp help bulk mailing Library EIR	209.00
<b>13652 Total</b>							209.00
13653	3/30/2012	SMCCMA	911 Dispatchers	General Fund	Police	Recognizing Public Safety Dispatchers: Flint, Wade, Frew 4/12/12	60.00
<b>13653 Total</b>							60.00
13654	3/30/2012	SPRINT	130538811-052	General Fund	Police	Mobile data communication PD 2/26/12 - 3/25/12	431.51
<b>13654 Total</b>							431.51
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	Building	Wireless services Bldg 2/22/12 - 3/21/12	0.34
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	Police	Wireless services PD 2/22/12 - 3/21/12	155.18
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	DPW-Engineering	Wireless services DPW Eng 2/22/12 - 3/21/12	2.49
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	DPW-Street Maint.	Wireless services DPW Street Maint. 2/22/12 - 3/21/12	5.83
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	DPW-Park Maint.	Wireless services DPW Park Maint. 2/22/12 - 3/21/12	0.17
13655	3/30/2012	VERIZON WIRELESS	1068660702	General Fund	DPW-Park Program	Wireless services DPW Park Program 2/22/12 - 3/21/12	0.34
<b>13655 Total</b>							164.35
13656	3/30/2012	WHITE OAK PRESS	31327	General Fund	Administration	(100) copies Athertonian Spring 2012	297.69
<b>13656 Total</b>							297.69
<b>Grand Total</b>							326,877.74



## ITEM 9

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA N. DELLASANTA, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF MARCH 21, 2012**

**SUBJECT: ACCEPT RESIGNATION FROM RICHARD MOORE AND  
APPOINT FRANK MERRILL AS THE HOLBROOK PALMER  
PARK FOUNDATION REPRESENTATIVE TO THE PARKS &  
RECREATION COMMISSION**

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### **RECOMMENDATION**

Appoint Atherton resident Frank Merrill as the Holbrook Palmer Park Foundation representative to the Parks & Recreation Commission.

### **DISCUSSION**

The Park & Recreation Commission consists of seven Council appointed members. One member shall be a representative of the Holbrook-Palmer Park Foundation. One member shall be a representative of the Atherton Dames. Each of these representatives serves two year terms.

With the recent resignation of Richard Moore, the Holbrook Park Foundation is requesting that Council appoint Foundation member Frank Merrill to the vacancy.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: AWARD OF CONTRACT FOR THE 2012 SPRING PATCHING  
PROJECT**

#### **RECOMMENDATION:**

Award the contract for 2012 Spring Patching Project, project number 56051 to Half Moon Bay Grading & Paving, Inc., the low bidder on the March 28, 2012 bids, for \$137,160.00; and to authorize the City Manager to execute the contract on behalf of the Town.

#### **INTRODUCTION:**

The FY 2011-2012 adopted Capital Improvement Program includes funds for street maintenance. Patching consist of grind and replace approximately 27,000 square feet of asphalt to a six-inch depth to remediate local pavement failures. This work to include all necessary traffic control and will involve grinding, sweeping, tack coating, replacing asphalt to appropriate depth in an appropriate number of lifts and finish rolling per town of Atherton Standard specifications and special provisions.

**ANALYSIS:**

9 bids were received for the 2012 Spring Patching Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Half Moon Bay G&P	HMB, CA	\$137,160.00
CF Archibald Paving	Redwood City, CA	\$144,450.00
G. Bortolotto & Co.	San Carlos, CA	\$145,330.00
Galedrige Construction	Alviso, CA	\$156,330.00
O'Grady Paving	Mountain View, CA	\$164,700.00
MCK Services	Concord, CA	\$171,450.00
Interstate G&P	SSF, CA	\$175,230.00
AJW Construction	Oakland, CA	\$182,250.00
Grade Tec	Lodi, CA	\$236,250.00

**FISCAL IMPACT:**

Gas Tax funds in the amount of \$150,000 are budgeted for this project in FY 2011-12. The Engineer's Estimate for the 2012 Spring Patching Project is \$135,000.

If unanticipated work should be needed, staff will bring back a staff report for City Council approval and appropriation.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa DellaSanta  
Interim City Manager



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLA SANTA, INTERIM CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: ACCEPTANCE OF WORK, AUTHORIZATION TO RECORD NOTICE  
OF COMPLETION FOR THE HOOVER STREET CROSSWALK  
PROJECT**

#### RECOMMENDATION

Accept work and authorize recording of a notice of completion for the Hoover Street Crosswalk Project, Project Number 56011.

#### INTRODUCTION

The Council awarded a construction contract in October 2011 to Republic Intelligent Transportation Services for \$61,039. Work under the contract has been completed.

#### ANALYSIS

The original contract price was for \$61,039.00. There were no change orders.

#### FISCAL IMPACT

Funding for this project in the amount of \$61,039.00 is included in the FY 2011-12 budget. The funding source is a combination of Highway Safety Improvement Project grant (\$27,978), Gas Tax (\$33,034) and Parcel Tax (\$27) funds. The final cost of this segment of work is \$61,039.00.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa Della Santa  
Interim City Manager

Attachment: Notice of Completion

**RECORD REQUESTED BY:**

**TOWN OF ATHERTON**  
**AND WHEN RECORDED MAIL TO:**

**CITY CLERK, TOWN OF ATHERTON**

**91 ASHFIELD ROAD**  
**(Street Address)**  
**ATHERTON, CALIFORNIA 94027**  
**(City, State and Zip Code)**

No fee pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TOWN OF ATHERTON**  
**NOTICE OF COMPLETION**

**HOOVER STREET CROSSWALK**  
**PROJECT NO. 56011**  
**ATHERTON, CALIFORNIA**

NOTICE IS HEREBY GIVEN THAT Michael Kashiwagi, Engineer of Work for the Town of Atherton, County of San Mateo, California, on the 18<sup>th</sup> day of April, 2012 did file with the City Clerk of said Town a Certificate of Completion for the work described in the construction contract awarded to Republic Intelligent Transportation Services on the 15<sup>th</sup> day of October, 2011, said contract being executed on the 23<sup>rd</sup> day of December, 2011.

That said work and improvements were accepted as completed on the 8<sup>th</sup> day of February, 2012 and that acceptance for completion of said work was ordered by Motion of the City Council of said Town, adopted on the 18<sup>th</sup> day of April, 2012, and that the name of the surety on the Contractor's bond for performance, labor and materials on said project is Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey 07059.

That said work and improvements consisted of installation of in-pavement warning lights, concrete ADA ramp and signage as described in the plans and specifications approved by the City Council of the Town of Atherton pursuant to motion, adopted the 17<sup>th</sup> day of August, 2011.

That I, Michael Kashiwagi, City Engineer of the Town of Atherton, am authorized by said Motion to execute and file this notice with the County Recorder of the County of San Mateo.

BY: \_\_\_\_\_  
City Engineer  
\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Deputy City Clerk  
\_\_\_\_\_  
Date

'I declare under penalty of perjury that the foregoing is true and correct.'

\_\_\_\_\_  
Atherton, CA  
(Date and Place)

\_\_\_\_\_  
(Signature)

**TOWN OF ATHERTON  
CERTIFICATE OF COMPLETION**

**PROJECT NAME:** Hoover Street Crosswalk  
**PROJECT NUMBER:** 56011  
**LOCATION:** Valparaiso Avenue (between Victoria Drive and Hoover Street)

**NOTICE IS HEREBY GIVEN:**

1. That on February 8, 2012, the Public Works project known as Hoover Street Crosswalk, Project Number 56011 was completed in accordance with the plans and specifications as required by the Town of Atherton.
2. That the name and address of the party filling this notice is:  
Town of Atherton  
91 Ashfield Road  
Atherton, California 94027.
3. That the name and address of the Contractor responsible for the construction of the project is:  
Republic Intelligent Transportation Services  
371 Bel Marin Keys Blvd.  
Suite 200  
Novato, CA 94949
4. That the name and address of the Contractor's surety is:  
Federal Insurance Company  
15 Mountain View Road  
Warren, New Jersey 07059.
5. That the project is described as:  
Installation of in-pavement warning lights, concrete ADA ramp and signage, as more particularly described in the plans and specification approved by the City Council of the Town of Atherton pursuant to Motion, adopted the 17<sup>st</sup> day of August, 2011.

**BY:** \_\_\_\_\_  
**Michael Kashiwagi, P.E.** \_\_\_\_\_  
**Public Works Director** **Date**

**ATTEST:** \_\_\_\_\_  
**Theresa Della Santa** \_\_\_\_\_  
**Deputy City Clerk** **Date**



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: AWARD OF CONTRACT FOR THE 2012 CAPE/SLURRY  
PROJECT**

#### **RECOMMENDATION:**

Award the contract for 2012 Cape/Slurry Project, project number 56052 to Graham Contractors, Inc., the low bidder on the April 10, 2012 bids, for \$455,021.00 and to authorize the City Manager to execute the contract.

#### **INTRODUCTION:**

The FY 2011-2012 adopted Capital Improvement Program includes funds for street maintenance. This project entails performing a Cape Seal and Micro-slurry along various streets in Atherton. It also includes replacement of all striping, raised pavement markers and other associated pavement markings within the project boundaries.

A Cape Seal is a treatment process where a heated polymer modified asphalt emulsion (oil) is applied to a cleaned street and scrubbed in with brooms. A 1/8" aggregate (chip) is immediately applied over the oil and is rolled into place with a rubber tired roller. The excess rock is then swept away. The next process follows a few days later. A micro-surface (oil and sand mixture) is applied over the top of the chips, and once again rolled into place with rubber tired rollers. Upon curing, the result is a street that is impervious to water as well as having about 1/2" of new wearing surface added to the top. This surface will remain flexible for years, and as cracks work their way up from the sub-base of the road they are filled by the pliable material.

This project falls under the Town's preventative maintenance program, which assures that good streets (streets with a pavement condition index of 60+) receive treatments, which will greatly lengthen their lifespan. These treatments, when used on the correct

streets at the correct times, can prolong the need for costly and disruptive street rehabilitation projects almost indefinitely.

**ANALYSIS:**

The Engineer's Estimate for the 2012 Spring Patching Project is \$510,390.98.

3 bids were received for the 2012 Cape/Slurry Project as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BID</u>
Graham Contractors, Inc.	San Jose, CA	\$455,021.00
American Asphalt	Hayward, CA	\$537,408.20
Valley Slurry Seal	W. Sacramento, CA	\$569,962.00

**FISCAL IMPACT:**

Funds (Gas Tax funds, Measure A funds, Vehicle Registration funds, and Road Impact Fee) in the amount of \$550,000 are budgeted for this project in FY 2011-12.

If unanticipated work should be needed, staff will bring back a staff report for City Council approval and appropriation.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa Dellasanta  
Interim City Manager



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA N. DELLASANTA, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF DECEMBER 21, 2011**

**SUBJECT: APPROVE AN AMENDMENT WITH DEBRA AUKER FOR  
FINANCE DIRECTOR SERVICES FOR THE TOWN**

#### **RECOMMENDATION:**

Approve an amendment with Debra Auker to provide interim finance director services on a month to month basis in the amount of \$112 per hour, and authorize interim City Manager to execute an amendment on behalf of the Town.

#### **INTRODUCTION:**

Following the retirement of the Town's former Finance Director, City Council appointed Debra Auker, as the interim finance director at their December, 2011 meeting. Ms. Auker continues to work for the Town on a part-time basis until the Town begins recruitment of a permanent employee. Ms. Auker's agreement is due to expire in May, 2012. For continuity purposes staff recommends approving amendment to allow Ms. Auker to continue to perform finance director services for the Town until a successor arrangement is decided.

**Attachment:** Draft Amendment – developed and approved by City Attorney

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

INTERIM FINANCE DIRECTOR

WHEREAS, on or about January 11, 2012, the TOWN OF ATHERTON (Town) and DEBRA C. AUKER (Auker) entered into a professional services agreement (Agreement) whereby Auker agreed to provide certain services as Interim Finance Director for Town in accordance with certain terms and conditions set forth in the Agreement; and

WHEREAS, Town and Auker wish to extend the term of Agreement for an indeterminate period of time on a month-to-month basis under the same remaining terms and conditions set forth in Agreement;

NOW, THEREFOR, in consideration of the mutual promises and covenants contained herein and in the original Agreement, the parties agree to amend Agreement as follows:

1. Paragraph 2 entitled PERIOD OF PERFORMANCE is hereby amended by deleting the typographically incorrect date "May 5, 2011" which the parties agree should have read "May 5, 2012" and replace it with the following: "the last day of the final month of employment as agreed to by the parties, with the Agreement extending from month-to-month until such time as either party gives notice to the other that the term of the Agreement shall end at the end of the next or then current month".
2. All other terms and conditions of Agreement shall remain in full force and effect until the Agreement is terminated.

Dated: April \_\_\_\_\_, 2012

TOWN

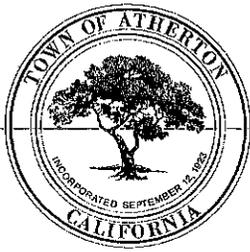
AUKER

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Interim City Manager

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Debra C. Auker



Item No. \_\_\_\_\_

**DATE:** FOR THE CITY COUNCIL MEETING OF APRIL 18, 2012

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER

**FROM:** NEAL J. MARTIN, TOWN PLANNER

**SUBJECT:** ATHERTON LIBRARY BUILDING PROJECT – SECOND AMENDMENT TO  
LSA ASSOCIATES AGREEMENT

**RECOMMENDATION:**

It is recommended that the City Council approve the Second Amendment to the LSA Associates agreement which expands the scope of services to provide additional services and adds \$7,565 to the compensation, and authorize the City Manager to execute the amendment.

**BACKGROUND:**

On November 16, 2011 the City Council approved a First Amendment to an agreement with LSA Associates (LSA) for preparation of an Environmental Impact Report (EIR) related to the Atherton Library Building Project. The maximum amount of compensation approved in the agreement was \$155,565.

**DISCUSSION:**

During preparation of the draft Environmental Impact Report for the Library Project it became evident that certain additional work would be required that was not contemplated in the initial Scope of Work. Those additional items include:

1. Task C. Initial Study – Public Services and Utilities and Infrastructure: This was assumed to be a small task in the original Scope. However, because of community comments during the Scoping process, expanded research and analysis was required including contacts with Menlo Fire Protection District, Atherton Police Department, West Bay Sanitary District and California Water Service Company. The additional budget requested for this item is \$1,170.
2. Task C. Initial Study – Biological Resources: The original task was increased when the site area to be evaluated was expanded to include new landscaped areas beyond the Main House site as depicted on the Holbrook-Palmer Park Master Plan. The analysis required a second site visit and additional analysis. The additional budget requested for this item is \$1,565.
3. Task D. Draft EIR – Transportation, Circulation and Parking: Comments made during the

Scoping process criticized the use of ITE trip generation rates for projecting the amount of traffic resulting from the new library. A representative library (similar in size and location to the proposed Atherton library) was selected in the Town of Corte Madera and trip generation counts were collected on a week day and a weekend day. The additional budget requested for this item is \$3,130.

4. Trip Assignment and Distribution Analysis: The location and impact on Atherton of the Menlo Park Facebook Campus Project was not contemplated when the original Scope of Work was developed. Town staff requested LSA to assist in the analysis of the impact of that project and its associated effect on the new Library traffic by preparing a likely trip assignment and distribution for project trips at Atherton intersections. The additional budget requested for this item is \$1,700.

Staff has prepared the attached Second Amendment to the Agreement for City Council consideration which authorizes the additional work and increases the budget by \$7,565.

**FISCAL IMPACT:**

Costs associated with this project are paid for from the Atherton Library Building Fund.

Prepared by:



Neal J. Martin  
Town Planner

Approved by:

Theresa DellaSanta, Interim City Manager

Attachments:

1. *Consultant Services Agreement, April 29, 2011*
2. *First Amendment to the Professional Services Agreement by and Between the Town of Atherton and LSA Associates, November 17, 2011*
3. *Draft Second Amendment to the Agreement for Environmental Services by and Between the Town of Atherton and LSA Associates, Inc.: Atherton Library Project*
4. *Exhibit "A" – Second Amendment*

~~CONSULTANT SERVICES AGREEMENT~~

THIS AGREEMENT is entered into as of the \_\_\_\_ day of April, 2011 by and between the TOWN OF ATHERTON ("Town") and LSA Associates, Inc. ("Consultant").

RECITALS

WHEREAS, Town desires to obtain professional environmental analysis and reporting services in connection with the proposed Atherton Library Building Project; and issued a Request for Quotation with requirements (Exhibit F); and

Whereas Consultant responded to this RFQ with its proposal and plan to fulfill all required aspects of the required work (Exhibit E); and

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, all of the costs associated with this Agreement shall be paid out of the Library Building Fund; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his designee shall represent Town for all purposes under this Agreement as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. Consultant hereby assigns Judith H. Malamut to have overall responsibility for the progress and execution of this Agreement, she agreed to be a key person and not subject to change or substitution without the written permission of the Project Manager, and her agreements are binding;

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as Town through its Project Manager may determine from time to time, Consultant shall perform the services outlined in the "Scope of Work" attached as Exhibit A ("Services"). Town shall

~~have the right to amend the Scope of Work by written notification to Consultant. In such event, and if the amount of time required to perform the amended Scope of Work exceeds that set forth in this Agreement, the compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the Project Manager. Failure of Consultant to secure the Project Manager's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of compensation.~~

B. Time of Performance. The Services are to commence on or after April 22, 2011 and must be completed not later than December 31, 2011. Consultant shall perform the Services in accordance with the "Schedule of Performance" attached as Exhibit B. Any changes to the dates in either this Section or Exhibit B must be approved in writing by the Project Manager. Any changes to the Schedule of Performance required by the Project Manager made in good faith shall not result in any changes in compensation due Consultant, and Consultant agrees to hold harmless and indemnify Town from any damages as a result of any such extension of the Schedule of Performance.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the highest standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, "Compensation." However, in no event shall the amount Town pays Consultant exceed Sixty Nine Thousand Three Hundred Thirty-Five Dollars (\$69,335.00) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory or incomplete work, even if such defects were known to Town at the time of payment.

B. Timing of Payment.

Consultant shall submit itemized monthly invoices reflecting work performed since the last payment or after submission of the initial invoice in the first instance. Town shall make payment in full, within thirty (30) days after approval of the invoice by the Project Manager which shall not be unreasonably withheld.

B-1 Audit right. Town shall have up to 24 months following completion of this contract for the purposes of auditing supporting records for any invoice period. Any such audits will be announced and scheduled within two weeks of notification of intent to audit by Town. Similarly, Town reserves the right to dispute any bills for that period should it find issues with

~~supporting documentation. Any disputes shall be in writing and shall be addressed and resolved within 30 days of date of notice.~~

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization from the Project Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in and owned by Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the express written consent of Town. Basic sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitation on their use. Consultant may retain copies of the above-described information but agrees not to disclose any information gathered, created or generated in any way as part of this Agreement without the written permission of the Project Manager.

A. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town. All consultants, specialists, or experts approved by Town are listed in Exhibit D, and such persons are hereby agreed to be key persons and not subject to change or substitution without the written permission of the Project Manager.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm or any person, consultant, or entity, has, or shall acquire any interest in the Library project, including any subsequent phase of design of the project, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by it as an officer,

employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of Town or of any Town official; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

9. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10. Indemnity. Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation and creation of liability is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

11. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town, and Consultant, its officers, employees and agents shall not have any power to bind or commit Town contractually or financially.

12. Compliance with Laws.

A. General. Consultant shall exercise the highest standard of professional care in complying with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at Town's Public Works Department.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section.

F. Town is not Liable for schedule or cost impacts. Town is not Liable for schedule or cost impacts due to its delays in meeting its obligations (other than payments) unless Consultant provides written notification to Town of its schedule impact at least 5 working days in advance of any critical path item.

G. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

14. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately permit this Agreement to be deemed void.

15. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be

~~recognized by Town as such; rather, all subcontractors are deemed to be employees of~~ Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager

16. Insurance.

A. Minimum Scope of Insurance.

- (1) Consultant agrees to secure and maintain for the duration of this Agreement, a General Liability insurance policy insuring it in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.
- (2) Consultant agrees to secure and maintain for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff in an amount not less than One Million Dollars (\$1,000,000.00 ) combined single limit per accident for bodily injury and property damage.
- (3) Consultant shall secure and maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on an occurrence basis.
- (4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant.
- (5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
  - (a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only with respect to work done by, for, or on behalf of the named insured."
  - (b) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

~~(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."~~

(6) Consultant shall provide to Town all certificates of insurance with original endorsements reflecting coverages required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, delivered to Town. Current certification of such insurance shall be kept on file by the Project Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as otherwise approved by the Project Manager.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the required insurance coverage.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 5-days' written notice to Consultant.

B. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

C. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials are the permanent property of Town. Consultant, however, shall

not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both Town and Consultant. All provisions of this Agreement are expressly made conditions.

19. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that the party was solely or primarily responsible for drafting the language to be interpreted.

20. Enforcement of Agreement. If a lawsuit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

21. Time of the Essence. Time is of the essence of this Agreement, and the parties shall endeavor to perform all requirements and tasks set forth in the Agreement in a timely manner.

22. Written Notification. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated and received within 3 business days from the time of mailing if mailed as provided in this section.

If to Town:

City Clerk  
Town of Atherton - Town Hall  
91 Ashfield Road  
Atherton, CA 94027

Attn: Library Environmental Study  
Cc: City Attorney

If to Consultant:

Judith H. Malamut, Principal  
LSA Associates, Inc.  
2215 Fifth Avenue  
Berkeley, CA 94710

23. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

24. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or

provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation
- D. Exhibit D: Consultants, Specialists, or Experts
- E. Exhibit E: Proposal
- F. Exhibit F: RFP

30. Execution. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

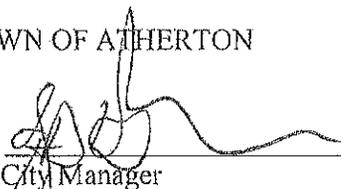
32. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

33. Order of Precedence: This Agreement, RFP, Consultant's Proposal

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF ATHERTON

CONSULTANT

By:   
City Manager

By:   
Title: Rob McCann

Date:

Date: 4/29/2011

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

By: \_\_\_\_\_

Title: JAMES BAUM, CFO

Date: 4/29/91

ATTEST:

By: \_\_\_\_\_

City Clerk

## EXHIBIT A: SCOPE OF WORK

This chapter outlines the work program for completing the Screening Analysis and environmental documentation for the Atherton Library Replacement Project in compliance with CEQA. A summary of the work program is provided in Table 1. Our proposed work schedule and budget are presented in Chapters 4 and 5, respectively.

### TASK A. PROJECT INITIATION

Task A includes preliminary environmental review tasks, including a start-up meeting and site visit, preliminary data gathering and evaluation, preparation of a preliminary project description that describes both sites, and refinement to the scope of work, if necessary.

#### 1. Start-Up Meeting/Site Visit

LSA will meet with Town staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the Atherton Library Replacement Project. As a part of this meeting, LSA will:

- Identify relevant information and data needs regarding the existing library site and the Holbrook-Palmer Park site and environmental documents beyond those the Town has already made available;
- Discuss the appropriate assumptions for development of the preliminary project description; and
- Discuss the Town's desired schedule for the planning process.

In conjunction with the start-up meeting, LSA staff will visit the project sites and photograph their surroundings, document existing conditions and site features, and confirm information provided in the background studies or data provided by the Town. We encourage participation in the site visit by Town staff to share observations about the project. LSA's natural resources staff and technical specialists will conduct field surveys as described in their scopes under Tasks B and A, below.

#### 2. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity, including the Town of Atherton General Plan, General Plan EIR, and Zoning Ordinance, will be collected, evaluated, and distributed to the project team. The Atherton Library Needs Assessment and Holbrook-Palmer Park Master Plan

**Table 1: Work Program Outline**

<b>TASK A. PROJECT INITIATION</b> <ol style="list-style-type: none"><li>1. Start-Up Meeting/Site Visit</li><li>2. Data Gathering and Evaluation</li><li>3. Preliminary Project Description</li></ol>
<b>TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS</b> <ol style="list-style-type: none"><li>1. Administrative Draft Screening Analysis<ol style="list-style-type: none"><li>a. Biological Resources</li><li>b. Cultural Resources</li><li>c. Transportation and Circulation</li></ol></li><li>2. Final Screening Analysis</li></ol>
<b>TASK C. DRAFT IS/MND AND MMRP</b> <ol style="list-style-type: none"><li>1. Draft Project Description</li><li>2. Administrative Draft IS/MND</li><li>3. Public Review Draft IS/MND</li><li>4. Response to Comments</li><li>5. Mitigation Monitoring and Reporting Program</li></ol>
<b>TASK D. PROJECT MANAGEMENT</b>
<b>TASK E. MEETINGS AND PUBLIC HEARINGS</b>

will also be reviewed, in addition to preliminary work products developed by Group 4 Architecture. As part of this task, LSA will also contact responsible agencies and Town departments that may have information about the project sites.

LSA will also work with Town staff to identify noticing requirements and will assist in preparation of environmental review and meeting notification as necessary and throughout the duration of the environmental review process. During this phase, LSA will also assist the Town with development of the mailing list and will recommend appropriate persons and agencies, outside of local distribution, that should be included. LSA will provide additions and updates to the mailing list when necessary.

### **3. Preliminary Project Description**

LSA will work with the Town and Group 4 Architecture to draft a preliminary project understanding that describes the potential for construction of a new library at each of the project sites. This description will include, as appropriate, figures showing the location and boundaries of both project sites, aerial photographs of the sites and surrounding areas, and any preliminary development plans (PDFs of graphics to be provided by the Town or Group 4 Architecture). In addition, this description will include a discussion of the setting, background, and objectives of the library replacement project. A draft of the project description will be submitted to the Town for review and acceptance before the LSA team begins conducting the screening analyses. This preliminary project description will be used in the memorandum prepared as part of Task B, Preliminary Environmental Screening Analysis and will also be used to inform the project description prepared as part of Task C.1, Draft IS/MND Project Description.

## **TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS**

LSA will conduct a preliminary screening analysis that identifies the potential environmental constraints at each of the potential project sites. The screening analysis will address biological resources, cultural resources, and traffic and transportation and the results of the analysis will be presented in a memorandum, as described in our approach outlined in Chapter 1. In addition to the written analysis, results will also be summarized in a matrix format to allow a visual comparison of potential impacts and mitigations that may be required at each site.

In the event that the Screening Analysis identifies potentially significant impacts that may not be reduced or avoided with implementation of mitigation measures, LSA will immediately notify the Town and work with staff to strategize on the next phase of environmental review. Preparation of an EIR would require a scope and budget adjustment.

LSA will prepare three drafts of the Screening Analysis: an Administrative Draft and Screencheck Draft for review by Town staff, and a Final Draft, which will be presented to Town decision-makers and the public. The following discussion summarizes the tasks that LSA will conduct to complete the Screening Analysis.

## 1. Administrative Draft Screening Analysis

The Administrative Draft Screening Analysis will include a brief description of each of the project sites, as previously described under Task A.3, Prepare Preliminary Project Description. Our proposed analysis for each of the issue topics to be discussed in the screening analysis is detailed below.

It is anticipated that the Administrative Draft will be submitted to the Town for review in electronic format, unless paper copies are requested.

**a. Biological Resources.** Both the Dinkelspiel Lane and Holbrook-Palmer Park sites are located within the developed portion of the Town of Atherton. Although the Town supports an abundance of native and ornamental trees, the dense residential and commercial development and railroad corridor provide limited habitat for native wildlife except those species that are tolerant of human disturbance. Such disturbance-tolerant species are not typically special-status species or species for which impacts require mitigation. Therefore, the issues expected to be associated with these developed sites include the presence of heritage trees that may be removed or impacted by the construction of the new library and impacts to nesting birds from construction activities during the nesting season. Wetlands are not expected on either site as both sites are developed and landscaped. In order to assess the biological issues at each of the sites, LSA biologists will review the available literature for each site including the California Natural Diversity Data Base (CNDDB). A biologist and arborist will visit each site to generally map vegetation and any habitats. The occurrence of potential wetlands will be noted, if present. Based on our field visit, literature review, and professional experience work in the urban areas of San Mateo County, the biologist will prepare a brief write up for the Screening Analysis on the constraints at each site and mitigation measures that would be required to compensate for any loss of habitat. The Screening Analysis will also include an assessment of the impacts to heritage trees at each site, although a formal tree survey will not be conducted.

**b. Cultural Resources.** Each of the potential project sites is developed with buildings over 50 years in age. The Holbrook-Palmer site in particular contains buildings that are one of the few remaining examples of late 19th century estate farm architecture in the Bay Area. For the Screening Analysis, an architectural historian and archaeologist will conduct a "windshield" survey of the project sites to identify potentially historical buildings and to assess their archaeological sensitivity. Cultural resources records searches will be completed at the Northwest Information Center (NWIC) of the California Historical Resources Information System, Sonoma State University, Rohnert Park; and the University of California Museum of Paleontology (UCMP), Berkeley to identify recorded cultural resources (e.g., prehistoric and historical archaeological sites, historical buildings and structures, and fossils) within, and immediately adjacent to, each of the sites. The NWIC, an affiliate of the California Office of Historic Preservation, is the official state repository of cultural resources reports and records for San Mateo County. The UCMP maintains a fossil-locality database that indicates the locations of recorded fossil discoveries in the Bay Area. In addition, the following inventories will be reviewed as part of the analysis: *California Inventory of Historic Resources* (California Department of Parks and Recreation 1976), the Office of Historic Preservation's *Five Views: An Ethnic Historic Site Survey for California* (1988), *California Historical Landmarks* (1996), *California Points of Historical Interest* (1992), and the *Directory of Properties in the Historic Property Data File* (which contains the listings of the National Register of Historic Places, National Historic Landmarks, California Register of Historic Resources, California Historical Landmarks, and California Points of Historical Interest). Relevant local inventories will also be reviewed.

c. **Transportation and Circulation.** LSA will prepare a technical traffic and parking analysis that evaluates the two proposed site alternatives. The traffic and parking analysis will evaluate the effects of the proposed project at each site on the existing roadway network. Three scenarios will be evaluated in the analysis:

1. No Project (Existing Condition)
2. Existing plus new Library at Dinkelspiel Lane site
3. Existing plus new Library at Holbrook-Palmer Park site

The following six intersections will be evaluated:

- Fair Oaks Lane/Dinkelspiel (Station) Lane;
- Watkins Avenue/Dinkelspiel (Station) Lane;
- Fair Oaks Lane/El Camino Real;
- Watkins Avenue/El Camino Real; and
- Watkins Avenue/Holbrook-Palmer Park entrance; and
- Watkins Avenue/Holbrook-Palmer Park exit.

LSA will contract with a qualified data collection firm to collect AM and PM peak hour traffic counts during a typical weekday at all the subject intersections. The data collection firm will also collect midday peak hour (or other peak period as determined in consultation with Town staff) traffic counts on a Saturday at the driveways to Holbrook-Palmer Park. The cost of this task is included in the cost estimate as a reimbursable expense.

The new library's trip generation will be determined using trip rates from the Institute of Transportation Engineers, *Trip Generation*, 8th Edition. Trip distribution patterns for each site will be developed and applied to the trip generation to determine the existing plus project traffic volumes for each alternative. Levels of service at the study area intersections will be evaluated and a comparison table showing the levels of service for each project scenario will be provided in the traffic and parking analysis.

The potential parking demand of the 11,100 square foot library will be determined using parking rates from the Institute of Transportation Engineers, *Parking Generation*, 4th Edition. The available parking spaces at each site alternative will be compared to the parking demand of the project to determine whether adequate parking would be provided. To ascertain the existing parking available at each site, parking surveys will need to be conducted. LSA recommends collecting weekday parking accumulation counts one day at the existing library site during its operating hours of 10:00 a.m. to 8:00 p.m. and at Holbrook-Palmer Park during the same hours. On a Saturday, parking accumulation counts would be collected from 10:00 a.m. to 5:00 p.m. at Holbrook-Palmer Park. The cost of this task is included in the cost estimate as a reimbursable expense.

LSA will compare forecast parking generation for the new library to available parking spaces at the existing library site to determine the potential for parking impacts of development at the existing site. LSA will also compare forecast parking generation for the new library to parking spaces provided on the site plan for the Holbrook-Palmer Park library site to determine potential parking impacts in that

scenario. LSA will discuss potential for parking impacts for typical weekday for both sites and Saturday operations for the Holbrook-Palmer Park site.

The results of the traffic and parking studies will be detailed in an attachment to the Screening Analysis memorandum, which will contain a brief summary of the findings.

## 2. Final Screening Analysis

Based on a single set of consolidated, non-contradictory comments received from the Town, LSA will make any necessary revisions to the Screening Analysis and prepare the Screencheck Draft Screening Analysis. The Screencheck Draft will be provided to the Town to verify that all requested changes have been made and all references and final graphics are acceptable. This memorandum will be provided in an electronic format and a compare version (with changes noted in strikethrough and underline) will also be included.

Upon confirmation that all requested changes have been incorporated, LSA will finalize the Screening Analysis and provide the final document and related attachments in an electronic format suitable for posting to the Town's website and distribution to the public. A limited number of hard copies may also be produced upon request.

See Task E for a description of meeting attendance associated with this task.

## TASK C. DRAFT IS/MND AND MMRP

Once the results of the Screening Analysis described in Task B have been reviewed by the public and Town decision makers, it is anticipated that one of the two sites will be chosen for development of the new library. This scope of work assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate environmental document to satisfy the requirements of CEQA. As discussed under Task B, if the results of the Screening Analysis indicate that a Focused EIR might be required to address any of the environmental issue topics, LSA would strategize with Town staff and prepare a scope and budget adjustment to complete any additional or alternative environmental documentation that might be identified.

An Initial Study will be prepared in accordance with CEQA and the *CEQA Guidelines* and will utilize the Environmental Checklist Form (Appendix G of the *CEQA Guidelines*) with any modifications required by the Town as Lead Agency. Information and data gathered during the Screening Analysis phase will be used as applicable. In preparing the checklist, LSA will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each topic. Mitigation measures will be recommended where necessary to reduce potentially significant environmental impacts to a less-than-significant level. This scope of work assumes that upon completion of the Initial Study, a recommendation will be made that a Mitigated Negative Declaration will satisfy CEQA documentation requirements. The scope of work for preparation of an Initial Study is discussed below.

### 1. Draft Project Description

LSA will use the preliminary project understanding and other information gathered as part of Task B to prepare the project description for development of the library at the selected site. The draft project description will include the elements necessary to comply with CEQA, including, but not limited to,

the purpose, timing, and physical elements of demolition of any existing buildings and construction and operation of the new library. The project description will include, as appropriate, figures showing the location and boundaries of the project area, aerial photographs of the project site and surrounding area, and any conceptual building plans prepared by Group 4 Architecture. In addition, the project description will include a discussion of the setting, background, and objectives of the project. The project description will describe the overall approval process for the project and identify all discretionary and anticipated subsequent approvals. Relevant agencies and reviewing bodies will be identified. A draft of the project description will be submitted to the Town for review and acceptance before the LSA team begins conducting the impact analyses.

## 2. Administrative Draft IS/MND

LSA will prepare an Administrative Draft IS/MND with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed project and the study's findings.

- Project Description
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration
- Technical Appendices

Up to ten (10) bound copies of the Administrative Draft IS/MND will be submitted to the Town for review and comment. LSA will also provide one (1) MS Word and PDF version in electronic format.

The topics that will be analyzed in the Initial Study are discussed briefly below. For biological resources, cultural resources, and traffic and transportation, the findings of the Screening Analysis will form the basis of the applicable Initial Study discussions and the potential for project impacts would already likely be determined for these issue topics prior to this phase of environmental review. These impacts will be further defined and specific mitigation measures will be recommended to reduce impacts to a less-than-significant level, as appropriate. The type and severity of some potential impacts may vary depending on the site that is selected for the new library, while other impacts would likely be the same at both sites. Therefore, the description of the analysis to be performed for the environmental issue topics identifies the minimum level of effort that will likely be required to complete the environmental review for either site.

- ***Aesthetics.*** LSA will evaluate existing visual conditions in and around the project site, including public views of and from the project site. The project's impact on scenic vistas and the visual character of surrounding development will be discussed. Visual simulations are not proposed as part of this scope of work. It is not anticipated that the new building would cast new shade or shadow onto adjacent or nearby uses or natural resources at either location; however, new sources of light and glare would likely result at either site. Potential impacts to day and nighttime views will be identified and mitigation measures will be recommended, as appropriate.
- ***Agricultural and Forestry Resources.*** Atherton is a residential urban community and is characterized as urban and built-up land by the California Department of Conservation, Farmland

Mapping and Monitoring Program. As such, the project would not result in significant impacts to agricultural or forestry resources and this environmental issue topic will be briefly addressed.

- **Air Quality.** LSA will prepare an air quality analysis for the proposed project, based in part on the traffic analysis prepared as part of Task A. The air quality analysis will include the following components: 1) assessment of baseline air quality in the area, as documented by nearby air monitoring stations; 2) assessment of traffic and construction impacts; 3) assessment of operational impacts; and 4) recommendation of mitigation measures consistent with Bay Area Air Quality Management District (BAAQMD) guidelines.
- **Biological Resources.** The proposed project involves construction of a new library in a developed urban area. The results of the field reconnaissance and records review conducted as part of the Screening Analysis will be used to respond to the Initial Study checklist questions for biological resources and mitigation measures will be further defined and recommended, as appropriate.
- **Cultural Resources.** Both of the potential project sites contain buildings and structures that may qualify for listing in the California Register of Historical Resources (California Register). The eligibility of the buildings on the preferred site must be determined as part of the CEQA review to identify if historical resources will be affected by the proposed project. According to the *Atherton Library RFP Questions and Answers* posted on the Town's website, the existing library building and Council Chambers are "potentially historic" and need to be evaluated. The Holbrook-Palmer Park site also includes historic structures. The historical evaluation will include background research conducted at local archives, as appropriate, and a field review conducted by a qualified architectural historian. The results of the evaluation will be presented in the Initial Study and impacts associated with cultural resources will be identified and described, and if appropriate, mitigation measures will be recommended to reduce significant impacts to cultural resources.
- **Geology and Soils.** Baseline will conduct a site reconnaissance and use information obtained from the Town of Atherton General Plan and San Mateo County General Plan, and available United States Geological Survey and California Geological Survey maps and reports to prepare responses to the Initial Study checklist questions for this topic. The soil types occurring at the project site will be described based on information from the Natural Resource Conservation Service Soil Survey database and other available sources. Soil characteristics that may have environmental impact implications, such as highly expansive, corrosive, or erodible soil hazards, will be discussed. Potential sources of regional earthquakes will be evaluated and expected levels of seismic shaking (and related potential for ground failure) in the vicinity of the project site will be described. Potential impacts will be identified and feasible mitigation measures will be developed, as appropriate.
- **Global Climate Change.** LSA will evaluate the project's impacts on global climate change and greenhouse gas emissions in accordance with the CEQA Guidelines Amendments that became effective on March 18, 2010. The guidelines state that a lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of GHG emissions resulting from a project and determine if the project is consistent with GHG reduction plans. LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the project for which project data are available, including construction activities, vehicle emissions, energy consumption, and water usage using the BAAQMD's recently released BGM Greenhouse Gas Calculator model. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations.

- **Hazards and Hazardous Materials.** Baseline will identify and evaluate potential hazards and hazardous materials conditions associated with the project based on a review of past and current land uses. Regulatory databases will be reviewed to evaluate reported releases of hazardous materials in the project vicinity that could affect future development and operation of the project site. Available State and local documents will also be reviewed to assess potential project impacts related to emergency response and evacuation plans, aviation hazards, and wildland fire hazards. Mitigation measures will be recommended, if appropriate.
- **Hydrology and Water Quality.** Based on a site reconnaissance and available site plans, project reports, and publically available data, Baseline will identify and evaluate the hydrologic and water quality impacts associated with the project. One potential impact identified in the RFP was the potential for the project to create runoff that could exceed the capacity of existing or proposed stormwater drainage systems; this would be particularly relevant if the Holbrook-Palmer Park site was selected because much of the site is open space. Based on information provided by the Town, Baseline will document the capacity of existing stormwater drainage system to which the project would discharge, and would evaluate if the stormwater drainage system would have adequate capacity to accommodate potential increases in peak flow rates resulting from the project. Other potentially significant impacts that will be evaluated include stormwater runoff quality impacts associated with the construction and post-construction phases of the project. Feasible mitigation measures will be recommended, as appropriate.
- **Land Use and Planning Policy.** The land use and planning section will evaluate the project's compatibility with surrounding land uses and determine the project's consistency with applicable land use and conservation policies and regulations that could lead to significant physical impacts. If the Holbrook-Palmer Park site is selected, the requirements for a General Plan amendment and Park Master Plan amendment will also be addressed.
- **Mineral Resources.** The project site is located in a developed urban area and there are no known mineral resources on or in the vicinity of the project site. As such, the project would not affect mineral resources and this topic will be briefly discussed.
- **Noise.** LSA will prepare a noise analysis for the proposed project, based in part on the traffic analysis. The noise analysis will include the following components: 1) a description of existing noise conditions in and around the project site; 2) quantitative assessment of noise impacts related to vehicular traffic trips resulting from the proposed project and project construction activities; and 3) preparation of mitigation measures consistent with best practice standards.
- **Population and Housing.** The proposed project would not provide new housing or a substantial number of new jobs in the Town, but would provide updated and expanded library services to existing residents in Atherton. As such, LSA will provide brief responses to the Initial Study checklist questions for this topic.
- **Public Services.** This section will evaluate the potential impacts on public services, including police, fire, and schools. LSA will determine if the proposed project would result in increased demand for public services and would require an expansion of existing infrastructure or facilities. A brief discussion of the library's existing and future services will also be provided.
- **Recreation.** LSA will analyze the effects of the proposed project on existing and planned recreational facilities. If the Holbrook-Palmer Park site is selected, potential impacts to this recreational amenity will also be addressed.

- **Transportation and Traffic.** The results of the Screening Analysis will be used to respond to the Initial Study checklist questions for this topic. Potential traffic, circulation, and parking impacts identified in the Screening Analysis will be summarized and mitigation measures will be recommended, as appropriate.
- **Utilities and Service Systems.** LSA will summarize the impacts that could result from implementation of the proposed project to the following utilities and service systems: water supplies; wastewater treatment and capacity; stormwater facilities; and solid waste disposal.
- **Mandatory Findings of Significance.** The Initial Study environmental checklist will conclude by responding to the series of questions as set forth in Appendix G, Section XVII of the *CEQA Guidelines*. Potential cumulative impacts of the proposed project combined with the incremental effects of other approved, proposed, or reasonably foreseeable projects in the vicinity of the site will be briefly discussed.

As stated above, the analysis associated with these topics will be included in an Administrative Draft Initial Study that will be provided to the Town for review.

### 3. Public Review Draft IS/MND

LSA will amend the Administrative Draft IS/MND based on a single set of consolidated non-contradictory comments provided by the Town. The Screencheck Draft IS/MND will be provided to the Town to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide one (1) MS Word compare version, if requested, and a "clean" PDF version, both in electronic format.

LSA will produce copies of the Public Review Draft IS/MND for public distribution and submittal to the State Clearinghouse. Our budget assumes publication of up to 50 copies (hard copies/CDs) of the Draft IS/MND (but additional copies could be produced on a time-and-materials basis). LSA will also prepare a Notice of Completion, in accordance with the *CEQA Guidelines*, and coordinate with the Town to distribute the Draft IS/MND pursuant to CEQA and Town review procedures. LSA will also provide PDF versions of the IS/MND and a copy-ready version of the document, if desired by the Town.

### 4. Response to Comments

LSA will review public and agency comments received on the IS/MND during the public review period, and prepare responses in a memorandum format, as necessary. This scope and budget assume up to approximately 40 hours to prepare responses to comments. Should an unexpectedly large volume of comments be submitted, LSA will request an adjustment in the budget to cover work beyond the assumed level.

### 5. Mitigation Monitoring and Reporting Program

Before the Mitigated Negative Declaration is adopted, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for all mitigation measures in the IS/MND. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these measures. Electronic copies of the final MMRP would be submitted to the Town as part of the Final IS/MND, unless hard copies are requested.

#### **TASK D. PROJECT MANAGEMENT**

Judith and Theresa will also undertake a variety of general project management tasks throughout the process of preparing the environmental review documents and presenting the results to decision makers. Theresa will coordinate the day-to-day activities associated with the project. Project management tasks include regular client contact; contract negotiation and management; assistance to team members; schedule coordination; and development of products.

Judith will provide input on and monitor the scope, budget, and scheduling of the project. She will also be responsible for quality assurance for all work undertaken and will review all prepared text, tables, and graphics before these materials are presented as administrative review documents. She will provide the direction to all team members that will ensure an internally-consistent, and coherent document.

#### **TASK E. MEETINGS AND PUBLIC HEARINGS**

Judith Malamut and Theresa Bravo will be available throughout the environmental review period to meet with the project team to gather information, review progress, review preliminary findings, discuss staff comments, offer input into discussions on project modifications, and consult on CEQA procedural matters. The cost estimate includes attendance by Judith and/or Theresa at the following meetings: project start-up meeting under Task A.1 and up to two additional meetings with Town staff and the project team. Attendance at some or all of these meetings may include review via teleconference of Town comments or strategy discussions on the Screening Analysis (Task A) or IS/MND (Task B).

Under Task E, LSA has budgeted for attendance at up to four public meetings/hearings to present the results of the Screening Analysis and IS/MND and to answer questions, as detailed in the Town's RFP. Our budget for this task also includes preparation of any necessary presentation materials that may be required. Attendance by LSA at additional meetings, will be billed on a time-and-materials basis. Our estimated cost for each additional meeting (assuming a four-hour meeting, including travel time) is: \$680 for Judith and \$400 for Theresa.

## EXHIBIT B: SCHEDULE OF PERFORMANCE

The preliminary work schedule for preparation and completion of the environmental review process is shown in Table 2. Specific dates are shown to illustrate the timeline; however, dates may need to be refined. LSA will finalize the schedule with the Town at the project start-up meeting. Preparation of the Preliminary Project Understanding is contingent upon receipt of a description of the library use (e.g., approximate size, hours of operation, existing level of use, and user groups) from the Town and Group 4 Architecture. Based on this schedule, an Administrative Draft of the Screening Analysis would be ready for review by the Town approximately 2 weeks after approval of the preliminary project understanding. The Final IS/MND would be ready for adoption within approximately 7 months of authorization to proceed.

Please note that this schedule is flexible, and we are happy to work with the Town to adapt the schedule to fit ongoing departmental priorities and scheduling.

**Table 2: Proposed Schedule**

Milestone	Responsible Party	Weeks to Complete	Cumulative Week	Date
Authorization to Proceed	Town	Week of	1	April 18, 2011
Project Start-Up Meeting and Data Gathering	Town/LSA	Week of	2	April 25, 2011
Prepare Preliminary Project Description	LSA	1	3	May 2, 2011
Town Review of Project Description	Town	1	4	May 9, 2011
Prepare Administrative Draft Screening Analysis	LSA	4	6	May 23, 2011
Town Review of Administrative Draft Screening Analysis	Town	2	8	June 6, 2011
LSA Prepares Screencheck and Final Screening Analysis	LSA	2	10	June 20, 2011
Public Meeting/Hearings to Review Screening Analysis	Town/LSA	2	12	TBD
Selection of Library Building Project Site	Town	2	14	TBD
Prepare Project Description	LSA	1	15	July 25, 2011
Town Review of Project Description	Town	1	16	August 1, 2011
LSA Prepares Administrative Draft Initial Study	LSA	3	18	August 15, 2011
Town Review of Administrative Draft Initial Study	Town	2	20	August 29, 2011
LSA Prepares Screencheck Draft Initial Study	LSA	1	21	September 2, 2011
Town Review of Screencheck Draft Initial Study	Town	1	22	September 12, 2011
Production and Distribution of Draft IS/MND	LSA	1	23	September 19, 2011
30-Day Comment Period for Draft IS/MND	--	4	27	October 18, 2011
Public Hearing on the Draft IS/MND	Town/LSA	--	--	TBD
LSA Prepares Admin. Draft RTC and MMRP	LSA	2	29	November 1, 2011
Town Review of Admin. Draft RTC and MMRP	Town	1	30	November 8, 2011
LSA Prepares Screencheck and Final RTC and MMRP	LSA	1	31	November 15, 2011
Distribution of RTC and Final IS/MND	LSA	1	32	November 22, 2011
Final IS/MND Adoption Hearing	Town	1	33	TBD

Note: Some milestone tasks begin prior to completion of the task above. Therefore, the sum of the task durations may not equal the cumulative date.

## EXHIBIT C: COMPENSATION

For completion of the scope of work set forth in this proposal and accomplished according to the schedule outlined, the LSA team proposes a total budget not to exceed \$69,335. A detailed breakdown of the budget is provided in Table 3. As is always the case with our proposed scope and cost estimate, we are open to suggestions for refinement to meet Town needs.

This proposed budget and scope are effective for 90 days.



**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE TOWN OF ATHERTON AND LSA ASSOCIATES**

This First Amendment to the Professional Services Agreement by and between the Town of Atherton ("Town") and LSA Associates ("Consultant") for professional environmental consulting services associated with the preparation of environmental studies and documents ("First Amendment") is entered into as of the 17th day of November, 2011, ("Effective Date"), by and between Town and Consultant.

**RECITALS**

- A. Town and Consultant are parties to that certain Professional Services Agreement for environmental consulting services dated April 29, 2011 ("Agreement").
- B. Town desires to obtain additional environmental consulting services related to proposed Atherton Library Building Project.
- C. Town and Consultant now desire to enter into this First Amendment to provide for the additional services as described below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

- 1. Exhibit A, Scope of Services. Exhibit A to the Agreement is amended by replacing Exhibit A in its entirety with the LSA Associates - Atherton Library Building Project Environmental Impact Report Draft Revised Work Program (November 1, 2011) attached and made a part of this First Amendment.
- 2. Exhibit B, Schedule of Performance. Exhibit B to the Agreement is amended by replacing Exhibit B in its entirety with the LSA Associates – Preliminary Schedule attached and made a part of this First Amendment.
- 3. Exhibit C, Compensation. Exhibit C to the Agreement is amended by replacing Exhibit C in its entirety with the LSA Associates – Budget Estimate attached and made a part of this First Amendment.
- 4. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by this First Amendment, remains unmodified and in full force and effect in accordance with its terms.
- 5. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

**TOWN OF ATHERTON:**

By: [Signature] 1/12/11  
John Danielson, Interim City Manager  
(Date)

**ATTEST:**

[Signature]  
City Clerk

**APPROVED AS TO FORM:**

[Signature]  
City Attorney

**CONSULTANT:**

By: [Signature] 1/12/11  
Name: LES CARD (Date)  
Title: CEO

By: [Signature] 1/12/11  
Name: JAMES BAUM (Date)  
Title: ETC

**ATHERTON LIBRARY BUILDING PROJECT  
ENVIRONMENTAL IMPACT REPORT  
DRAFT REVISED WORK PROGRAM  
(November 4, 2011)**

This proposed scope of services outlines our proposed work program for completing the environmental documentation for the Atherton Library Replacement Project in compliance with the California Environmental Quality Act (CEQA). This work program supersedes and includes, where appropriate, the work program approved by the Town in April 2011. Therefore, some of the tasks noted below may have already been fully or partially completed. Based on the results of the screening analysis prepared by LSA in September 2011, the Town's identification of a preferred site (referred to as Site B in the Screening Analysis), and discussions with Town staff, LSA believes that a Focused Environmental Impact Report for select environmental issue topics and a preliminary Initial Study to screen out other topics for further discussion will satisfy the requirements of CEQA. A summary of the work program is provided in Table 1. Our proposed work schedule and budget are presented at the end of the proposal.

**TASK A. PROJECT INITIATION**

Task A includes preliminary environmental review tasks, including a start-up meeting and site visit, preliminary data gathering and evaluation, preparation of a preliminary project description that describes all sites, a scoping meeting and refinement to the scope of work to prepare an EIR.

**1. Start-Up Meeting/Site Visit**

LSA met with Town staff on May 13, 2011 to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the Atherton Library Replacement Project. As a part of the meeting, LSA:

**Table 1: Work Program Outline**

<p><b>TASK A. PROJECT INITIATION</b></p> <ol style="list-style-type: none"> <li>1. Start-Up Meeting/Site Visit</li> <li>2. Data Gathering and Evaluation</li> <li>3. Preliminary Project Description</li> <li>4. Notice of Preparation</li> <li>5. Scoping Session</li> <li>6. Significance Criteria</li> <li>7. Work Program Refinement</li> </ol> <p><b>TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS</b></p> <ol style="list-style-type: none"> <li>1. Administrative Draft Screening Analysis                             <ol style="list-style-type: none"> <li>a. Biological Resources</li> <li>b. Cultural Resources</li> <li>c. Transportation and Circulation</li> </ol> </li> <li>2. Final Screening Analysis</li> </ol> <p><b>TASK C. DRAFT INITIAL STUDY</b></p> <ol style="list-style-type: none"> <li>1. Draft Project Description</li> <li>2. Administrative Draft IS</li> <li>3. Screencheck Draft IS</li> <li>4. Public Review Draft IS</li> </ol> <p><b>TASK D. DRAFT EIR</b></p> <ol style="list-style-type: none"> <li>1. Setting, Impacts, and Mitigation Measures                             <ol style="list-style-type: none"> <li>a. Land Use and Planning</li> <li>b. Aesthetics</li> <li>c. Historic Resources</li> <li>d. Transportation and Circulation</li> <li>e. Parks and Recreation</li> </ol> </li> <li>2. Alternatives</li> <li>3. Cumulative and Growth Inducing Impacts</li> <li>4. CEQA-Required Assessment Conclusions</li> <li>5. Administrative DEIR</li> <li>6. Screencheck DEIR</li> <li>7. Public Review Draft EIR</li> </ol> <p><b>TASK E. FINAL EIR</b></p> <ol style="list-style-type: none"> <li>1. Administrative Draft RTC Document</li> <li>2. Screencheck Draft RTC Document</li> <li>3. Final RTC Document</li> <li>4. Mitigation Monitoring and Reporting Program</li> <li>5. Notice of Determination</li> </ol> <p><b>TASK G. PROJECT MANAGEMENT</b></p> <p><b>TASK H. MEETINGS AND PUBLIC HEARINGS</b></p>
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LSA will also work with Town staff to identify noticing requirements and will assist in preparation of environmental review and meeting notification as necessary and throughout the duration of the environmental review process. During this phase, LSA will also assist the Town with development of the mailing list and will recommend appropriate persons and agencies, outside of local distribution, that should be included. LSA will provide additions and updates to the mailing list when necessary.

The Town will be responsible for mailing and distribution of the NOP within the Town, as well as additional distribution and posting consistent with Town practices. Following the 30-day comment period, LSA will review all comments, distribute comments to members of the LSA team as necessary, and recommend any needed changes to the proposed work program.

### **5. Scoping Session**

Judith Malamut and Theresa Bravo will participate in an EIR scoping session. LSA will develop materials for the meeting, including hand-outs which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping session that outlines the project's environmental review requirements and process.

Following the completion of the scoping session, LSA will prepare a written summary of environmental issues raised at the meeting, and submit it to the Town for review and comment. A final version of the summary will be included in the Appendix of the Draft EIR with the written comment letters received on the NOP. LSA will distribute comments to members of the LSA team to ensure they are considered through the EIR. LSA will review our scope of work in light of the comments made to ensure that the scope of work comprehensively addresses environmental issues.

### **6. Significance Criteria**

LSA will prepare a draft set of significance criteria for review by Town staff. The draft significance criteria will include proposed criteria for each topic to be addressed in the EIR. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

### **7. Work Program Refinement**

The work program refinement task includes LSA's coordination with Town staff and preparation of this revised scope of services. It also may be necessary to refine the work program in accordance with information compiled in the above subtasks. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping session, LSA will work with Town staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this revised work program.

## **TASK B. PRELIMINARY ENVIRONMENTAL SCREENING ANALYSIS**

Please note that this task has been completed as of November 1, 2011. LSA will conduct a preliminary screening analysis that identifies the potential environmental constraints at three potential project sites. The screening analysis will address biological resources, cultural resources, and traffic and transportation and the results of the analysis will be presented in a memorandum. In addition to

for San Mateo County. The UCMP maintains a fossil-locality database that indicates the locations of recorded fossil discoveries in the Bay Area. In addition, the following inventories will be reviewed as part of the analysis: *California Inventory of Historic Resources* (California Department of Parks and Recreation 1976), the Office of Historic Preservation's *Five Views: An Ethnic Historic Site Survey for California* (1988), *California Historical Landmarks* (1996), *California Points of Historical Interest* (1992), and the *Directory of Properties in the Historic Property Data File* (which contains the listings of the National Register of Historic Places, National Historic Landmarks, California Register of Historic Resources, California Historical Landmarks, and California Points of Historical Interest). Relevant local inventories will also be reviewed.

c. **Transportation and Circulation.** LSA will prepare a technical traffic and parking analysis that evaluates the two proposed site alternatives. The traffic and parking analysis will evaluate the effects of the proposed project at each site on the existing roadway network. Three scenarios will be evaluated in the analysis:

1. No Project (Existing Condition)
2. Existing plus new Library at Dinkelspiel Lane site
3. Existing plus new Library at Holbrook-Palmer Park site

The following six intersections will be evaluated:

- Fair Oaks Lane/Dinkelspiel (Station) Lane;
- Watkins Avenue/Dinkelspiel (Station) Lane;
- Fair Oaks Lane/El Camino Real;
- Watkins Avenue/El Camino Real; and
- Watkins Avenue/Holbrook-Palmer Park entrance; and
- Watkins Avenue/Holbrook-Palmer Park exit.

LSA will contract with a qualified data collection firm to collect AM and PM peak hour traffic counts during a typical weekday at all the subject intersections. The data collection firm will also collect midday peak hour (or other peak period as determined in consultation with Town staff) traffic counts on a Saturday at the driveways to Holbrook-Palmer Park. The cost of this task is included in the cost estimate as a reimbursable expense.

The new library's trip generation will be determined using trip rates from the Institute of Transportation Engineers, *Trip Generation*, 8th Edition. Trip distribution patterns for each site will be developed and applied to the trip generation to determine the existing plus project traffic volumes for each alternative. Levels of service at the study area intersections will be evaluated and a comparison table showing the levels of service for each project scenario will be provided in the traffic and parking analysis.

The potential parking demand of the 11,100 square foot library will be determined using parking rates from the Institute of Transportation Engineers, *Parking Generation*, 4th Edition. The available parking spaces at each site alternative will be compared to the parking demand of the project to determine whether adequate parking would be provided. To ascertain the existing parking available at each site,

## 1. Administrative Draft Initial Study

LSA will prepare an Administrative Draft Initial Study with the following components. Figures and tables will be provided as appropriate to illustrate the project site, the proposed project and the study's findings.

- Project Description (developed as part of Task A, above)
- CEQA Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography
- Technical Appendices

The following environmental topics will be evaluated in the Initial Study. They are shown in alphabetical order, as they occur in the checklist. For remaining issue topics to be evaluated in greater detail in the EIR, LSA will provide brief response indicating the Town's intention to provide a detailed analysis in the EIR.

- *Aesthetics.* LSA will briefly describe the visual setting potential changes to the visual setting in the Initial Study. An in-depth analysis of potential impacts to scenic vistas, scenic resources, and visual character will be provided in the Focused EIR.
- *Agricultural and Forestry Resources.* Atherton is a residential urban community and is characterized as urban and built-up land by the California Department of Conservation, Farmland Mapping and Monitoring Program. As such, the project would not result in significant impacts to agricultural or forestry resources and this environmental issue topic will be briefly addressed.
- *Air Quality.* LSA will prepare an air quality analysis for the proposed project, based in part on the traffic analysis prepared as part of Task D, below. The air quality analysis will include the following components: 1) assessment of baseline air quality in the area, as documented by nearby air monitoring stations; 2) assessment of traffic and construction impacts; 3) assessment of operational impacts; and 4) recommendation of mitigation measures consistent with Bay Area Air Quality Management District (BAAQMD) guidelines.
- *Biological Resources.* The proposed project involves construction of a new library in a developed urban area. The results of the field reconnaissance and records review conducted as part of the Screening Analysis will be used to respond to the Initial Study checklist questions for biological resources and mitigation measures will be further defined and recommended, as appropriate.
- *Cultural and Paleontological Resources.* Based on the results of the Screening Analysis, LSA will briefly describe the potential cultural and paleontological resources on and in the vicinity of the project site and proposed project's potential impacts to those resources. An in-depth analysis of potential impacts to historic resources will be provided in the Focused EIR.
- *Geology and Soils.* Baseline will conduct a site reconnaissance and use information obtained from the Town of Atherton General Plan and San Mateo County General Plan, and available United States Geological Survey and California Geological Survey maps and reports to prepare responses to the Initial Study checklist questions for this topic. The soil types occurring at the project site will be described based on information from the Natural Resource Conservation Service Soil Survey database and other available sources. Soil characteristics that may have environmental impact implications, such as highly expansive, corrosive, or erodible soil hazards,

- *Population and Housing.* The proposed project would not provide new housing or a substantial number of new jobs in the Town, but would provide updated and expanded library services to existing residents in Atherton. As such, LSA will provide brief responses to the Initial Study checklist questions for this topic.
- *Public Services.* This section will evaluate the potential impacts on public services, including police, fire, and schools. LSA will determine if the proposed project would result in increased demand for public services and would require an expansion of existing infrastructure or facilities. The topics of parks and recreation will be addressed in more detail in the EIR. The library's existing and future services will also be addressed in the EIR.
- *Transportation/Traffic.* LSA will briefly describe the roadway and transit network in the project area as well as the proposed project's vehicle trip generation in the Initial Study. An in-depth analysis of potential traffic and circulation impacts, as well as parking supply and demand, will be provided in the EIR.
- *Utilities and Service Systems.* LSA will summarize the impacts that could result from implementation of the proposed project to the following utilities and service systems: water supplies; wastewater treatment and capacity; stormwater facilities; and solid waste disposal.
- *Mandatory Findings of Significance.* The Initial Study environmental checklist will conclude by responding to the series of questions as set forth in Appendix G, Section XVII of the *CEQA Guidelines*. Potential cumulative impacts of the proposed project combined with the incremental effects of other approved, proposed, or reasonably foreseeable projects in the vicinity of the site will be briefly discussed.

The information and analyses described above will be compiled into an Administrative Draft Initial Study. Up to ten (10) bound copies of the Administrative Draft Initial Study will be submitted to the Town for review and comment. LSA will also provide one (1) MS Word and PDF version in electronic format. LSA will discuss comments on the Administrative Draft Initial Study with Town staff over the phone or in person.

## **2. Screencheck Draft Initial Study**

LSA will amend the Administrative Draft Initial Study based on comments received from the Town. The Screencheck Draft Initial Study will be submitted to the Town at the same time as the Administrative Draft EIR, and will be included as an appendix.

## **3. Public Review Draft**

Based on one set of consolidated, non-contradictory comments submitted by the Town, LSA will make any necessary revisions to the Initial Study and prepare the public review Initial Study. The Draft Initial Study will be circulated at the same time as the Draft EIR, and will be included as an appendix as detailed in Task D, Draft EIR, below.

## **TASK D: DRAFT ENVIRONMENTAL IMPACT REPORT**

LSA will prepare three drafts of the EIR: an Administrative Draft and Screencheck Draft, for review by the Town, and a Public Review Draft, which will be released for the 45-day review period. The following discussion summarizes the tasks that LSA will conduct to prepare the EIR.

- **Evaluate land use compatibility.** The compatibility of the proposed land uses with existing area land uses will be evaluated and described. Compatibility between on-site land uses will also be evaluated.
- **Assess potential secondary land use impacts.** Potential secondary land use impacts, such as increased traffic from the proposed uses, will be considered, described and referenced to other sections of the EIR, as appropriate.
- **Identify mitigation measures.** If necessary, mitigation measures will be recommended to reduce project incompatibilities with nearby uses to less-than-significant levels.
- **Consistency analysis.** The analytical portion of this section will evaluate the proposed project in light of the relevant plans and policies. Policy inconsistencies and potential planning conflicts will be identified in a table format, and the potential policy conflicts will be described in greater textual detail. Under CEQA, policy conflicts in and of themselves (in the absence of direct physical effects) are not considered to have a significant effect on the environment, and will therefore be differentiated from impacts described in the other topical sections of the EIR. Any physical impacts associated with policy conflicts will be addressed in the appropriate technical sections of this chapter (e.g., Traffic).

Since policy inconsistencies are not considered a significant impact, mitigation measures will not be included for any policy inconsistencies that may be identified. However, if necessary, LSA will make recommendations regarding project changes that may be necessary to reconcile any identified plan or policy inconsistencies that would not be reconciled by the project as initially proposed by the applicant.

b. **Aesthetics.** LSA will evaluate existing visual conditions in and around the project site, including public views of and from the site. The projects' impact on scenic vistas and the visual character of surrounding development will be discussed. Visual simulations are not proposed as part of this scope of work. It is not anticipated that the new building would cast new shade or shadow onto adjacent or nearby uses or natural resources; however, new sources of light and glare would likely result. Potential impacts to day and nighttime views will be identified and mitigation measures will be recommended, as appropriate.

(1) **Setting.** LSA will prepare the setting analysis section in the EIR on the basis of the following tasks.

- **Conduct a site visit and photograph site.** LSA will collect and review pertinent information including current project maps, drawings and aerial photography. Both digital and hard-copy versions of the project data will be reviewed. Required information for the visual analysis includes a proposed site plan; architectural plan and elevation drawings for the commercial building; a landscape plan; and color and materials information.

LSA will conduct a site visit and will photograph the project site from key representative public vantage points within the project vicinity. Photograph locations will be documented using basemap annotations.

- **Describe the area's existing visual character.** LSA will describe the area's existing visual character using photographs and narrative, and will include views from and to the site, noting the site's visibility as seen from key public vantage points located within the vicinity. The visual attributes and patterns of the project site and its surroundings will be assessed according to the

- **Conduct a historical evaluation.** The historical significance of the buildings within and immediately adjacent to the proposed development site at Holbrook-Palmer Park will be presented in the EIR, and project impacts to historical resources will be discussed. The historical evaluation will include background research conducted at local archives, as appropriate. The results of the evaluation will be presented in the EIR.

(2) **Impacts.** Impacts associated with cultural resources will be identified and described. If appropriate, mitigation measures will be recommended to reduce significant impacts to cultural resources.

d. **Transportation and Circulation.** LSA previously prepared a traffic and parking analysis (September 2011) evaluating three proposed site alternatives for the Atherton Library Building Project. Six intersections were evaluated in that analysis:

- Fair Oaks Lane/Dinkelspiel (Station) Lane
- Watkins Avenue/Middlefield Road
- Watkins Avenue/Holbrook-Palmer Park Exit
- Watkins Avenue/Holbrook-Palmer Park Entrance
- Watkins Avenue/Dinkelspiel (Station) Lane
- Watkins Avenue/El Camino Real

LSA consulted the Draft San Mateo County Congestion Management Program, September 2011 to determine if any CMP monitored intersections are in the vicinity of the project. No CMP intersections are in the vicinity of the project and LSA believes that the intersections previously analyzed represent an adequate study area. As such, previously collected traffic volume counts remain valid for the new analysis.

(1) **Setting.** This section will summarize the information developed in the Traffic Impact Study prepared for the Screening Analysis, as well as new data and information collected and developed for the EIR. The EIR will provide an overview of existing transportation conditions:

- **Describe the existing regulatory framework.** The existing regulatory framework for transportation, including requirements set forth by the Town General Plan, regional Congestion Management Program, and Caltrans, as applicable, will be described.
- **Describe existing traffic/transportation conditions.** Project setting traffic conditions will be described for the existing and cumulative conditions. This section will be based on the analysis provided in the Traffic Impact Study and will include a description of the existing roadway network, traffic operations at study area roadways and intersections, and existing bicycle and pedestrian facilities.

(2) **Impacts.** LSA will complete the following subtasks to identify transportation and circulation-related impacts resulting from the proposed project:

- **Existing and Future conditions analysis.** The proposed project will be evaluated in both the existing condition as well as the cumulative condition. Vehicle trips from other potential projects in the area will be added to existing trips to determine the cumulative baseline traffic volumes.

- A Reduced Development Alternative (9,800 square-foot library);
- Holbrook-Palmer Park Parking Lot Site Alternative;
- Existing Library Site Alternative;
- Town Center Site Alternative.

Some of the above-noted alternatives were included in the Screening Analysis prepared for the library sites and this information will be used to inform the analysis, where applicable. According to the *CEQA Guidelines*, alternatives can be evaluated in less detail than the proposed project. However, based on discussions with Town staff, this scope and budget assumes that the alternatives analysis will be adequate to move forward with the project at any of the alternative site locations. Therefore, it is assumed that the alternatives discussion will include an in-depth and quantitative analysis, where appropriate, for the issue topics outlined in the EIR. In addition, the issue topics screened out in the Initial Study will also be addressed for each project alternative. Based on this analysis, the Environmentally Superior Alternative will be identified, as required by CEQA. The results of the alternatives analysis will be summarized in tabular form.

### 3. Cumulative and Growth-Inducing Impacts

Section 15130 of the *CEQA Guidelines* requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone or together with other projects.

The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other off-site, permitted, under-construction or probable future projects the projected build-out of the General Plan. Cumulative impacts will be summarized by topic and reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects will be identified.

The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation. Based upon the recent ruling in the *Communities for a Better Environment* case, the methodology should provide for a comprehensive accounting of the impacts that would result from all foreseeable future projects, including implementation of the Town's General Plan, projects planned or approved within the Town's, as well as growth projections outside the Town's jurisdiction.

The potential growth-inducing impacts of the proposed project will also be evaluated. CEQA considers a project to be growth-inducing if it would foster economic or population growth. Examples of projects that would typically have growth-inducing impacts include extensions or expansions of infrastructure beyond that needed to serve the project-specific demand, and development of industrial parks in undeveloped or sparsely developed areas. Although significant growth-inducing impacts are not anticipated, potential impacts will be evaluated to adequately describe the nature of the project in relation to existing and proposed development.

### 4. CEQA-Required Assessment Conclusions

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of the mandatory impact categories including:

Word and PDF format will be prepared. LSA could also provide copies of the Draft EIR on CD. LSA will prepare a Notice of Completion, in accordance with the *CEQA Guidelines*, and coordinate with the Town to distribute the Draft EIR pursuant to CEQA and Town review procedures.

## **TASK E: FINAL EIR**

LSA will respond to comments on the project following the public review period.

### **1. Administrative Response to Comments Document**

The LSA team will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies as well as verbal comments provided at the public hearing in regards to CEQA. Included in the Response to Comments Document will be a list of all commenters and any organizations with which they are formally affiliated, copies of all written comments, a paraphrased summary of all relevant verbal comments made at a public hearing and the responses to these comments. LSA will discuss the best approach to the responses with Town staff at a meeting following the close of the comment period. The budget estimate in Table 3 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted or comment letters are received from attorneys, LSA will ask that staff consider an adjustment in the budget to cover work beyond the assumed level.

Up to ten (10) copies of the Administrative RTC document will be submitted to the Town for review and comment.

### **2. Screencheck Response to Comments Document**

After review by Town staff and receipt of one set of consolidated and non-contradictory comments, LSA will amend the Administrative Response to Comments Document and prepare a Screencheck version for final review by Town staff. We have allotted time for responding to changes; however, if this task were to exceed the cost allotted in the budget, the additional cost would be billed on a time and materials basis. One copy of the Screencheck version will be provided for review by Town staff.

### **3. Response to Comments Document**

Upon successful completion and approval of the RTC Document, up to fifty (50) bound copies will be prepared for public distribution and review. In addition to comments and responses, the document will include any necessary revisions to the Draft EIR.

### **4. Mitigation Monitoring and Reporting Program**

LSA will prepare a Mitigation Monitoring Program (MMRP) for this project and will identify responsibility for implementing and monitoring each mitigation measure listed in both the Initial Study and Final EIR, along with monitoring triggers and reporting frequency, subject to approval by Town staff. LSA will also work closely with Town staff to ensure the program is prepared in a format that will be easy for staff to implement and be tailored to the Town's Zoning and Building permit procedures. A checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development and review.

Revised - approved by CC  
11/17/11

## PRELIMINARY SCHEDULE

The preliminary work schedule for preparation and completion of the environmental review process is shown in Table 2. Specific dates are shown to illustrate the timeline; however, dates may need to be refined. LSA will finalize the schedule with the Town once we are authorized to proceed under the revised scope of work. Please note that this schedule is flexible, and we are happy to work with the Town to adapt the schedule to fit ongoing departmental priorities and scheduling.

**Table 2: Preliminary Schedule**

Milestone	Responsible Party	Weeks to Complete	Cumulative Week	Date
Authorization to Proceed	Town	--	--	November 17, 2011
Prepare and Publish NOP	Town/LSA	1	1	November 21, 2011
<i>Scoping Session</i>	--	--	--	<i>December 1, 2011</i>
<i>30 day comment period for NOP</i>	--	4	--	<i>December 20, 2011</i>
Prepare Project Description	LSA	1	2	December 1, 2011
Town Review of Project Description	Town	1	3	December 8, 2011
LSA Prepares Administrative Draft Initial Study	LSA	5	5	December 22, 2011
Town Review of Administrative Draft Initial Study	Town	2	7	January 5, 2012
LSA Prepares Administrative Draft EIR/Screen IS	LSA	2	9	January 19, 2012
Town Review of Administrative Draft EIR/Screen IS	Town	2	11	February 2, 2012
LSA Prepares Screencheck EIR	LSA	2	13	February 16, 2012
Town Review of Screencheck EIR	Town	2	15	March 1, 2012
Production and Distribution of Draft EIR/IS	LSA	1	16	March 8, 2012
<i>Planning Commission DEIR Hearing</i>	--	--	--	<i>April 25, 2011</i>
<i>45 day comment period for Draft EIR</i>	--	6	22	<i>April 23, 2012</i>
LSA Prepares Admin. Draft Response to Comments	LSA	2	24	May 7, 2012
Town Review of Admin. Draft Response to Comments	Town	1	25	May 14, 2012
LSA Prepares Screencheck Draft Response to Comments	LSA	1	26	May 21, 2012
Town Review of Screencheck Draft Response to Comments	Town	1	27	May 28, 2012
Distribution of Response to Comments	LSA	1	28	June 4, 2012
<i>Final EIR City Council Hearing</i>	<i>Town</i>	<i>1</i>	<i>29</i>	<i>June 20, 2012</i>
<i>Parks and Recreation Commission Hearing</i>	<i>Town</i>	--	--	<i>July 5, 2012</i>
<i>Planning Commission GP and Zoning Amendments Hearing</i>	<i>Town</i>	--	--	<i>August 22, 2012</i>
<i>City Council GP and Zoning Amendments Hearing</i>	<i>Town</i>	--	--	<i>September 19, 2012</i>

# EXHIBIT B

## PRELIMINARY SCHEDULE

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Town Review of Screencheck EIR	Town	2	15	March 1, 2012
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<i>City Council GP and Zoning Amendments Hearing</i>	<i>Town</i>	<i>--</i>	<i>--</i>	<i>September 19, 2012</i>





**SECOND AMENDMENT TO THE AGREEMENT FOR ENVIRONMENTAL  
SERVICES BY AND BETWEEN THE TOWN OF ATHERTON AND LSA  
ASSOCIATES, INC.: ATHERTON LIBRARY PROJECT**

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for professional environmental consulting services by and between the Town of Atherton ("TOWN") and LSA Associates, Inc. ("CONSULTANT") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date") by and between Town and Consultant.

**RECITALS**

WHEREAS, on November 17, 2011, TOWN and CONSULTANT entered into that certain Agreement for professional environmental consulting services ("Agreement");

WHEREAS, TOWN and CONSULTANT desire to enter into this Second Amendment to amend the Agreement to expand the Scope of Services and increase the cost ceiling by seven thousand five hundred sixty five dollars (\$7,565.00) described herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Exhibit A, Scope of Services. Exhibit A to the Agreement is amended by adding the items listed in Exhibit A attached and made a part of this Second Amendment.
2. Exhibit C "Budget Estimate" is hereby amended as follows:

The current text of this paragraph is deleted, and in its place the following paragraph is inserted: For completion of the scope of work set forth in this proposal and accomplished according to the schedule outlined, the LSA team proposes a total budget not to exceed \$163,130. This includes our previously approved total budget amount of \$69,335, an increase of \$86,230 approved in the first amendment, and a proposed increase of \$7,565 in this second amendment. A detailed breakdown of the budget is provided in Table 3 of the first amendment and Exhibit A of this second amendment. As is always the case with our proposed scope and cost estimate, we are open to suggestions for refinement to meet Town needs.

3. Agreement in Effect. The parties acknowledge and agree that the Agreement, except as amended by the First Amendment and Second Amendment, remains unmodified and in full force and effect in accordance with its terms.
4. Counterpart Signatures. This Second Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this First Amendment as of the Effective Date.

**TOWN OF ATHERTON:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Theresa DellaSanta, Interim City Manager  
(Date)

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**CONSULTANT:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

## Exhibit A - Second Amendment

# LSA

LSA ASSOCIATES, INC.  
2215 FIFTH STREET  
BERKELEY, CALIFORNIA 94710

510.546.7781 TEL  
510.546.7744 FAX

CARLSBAD  
FORT COLLINS  
FRESNO

IRVINE  
PALM SPRINGS  
POINT RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO  
S. SAN FRANCISCO

### MEMORANDUM

DATE: March 13, 2012

TO: Neal Martin, Town Planner

FROM: Theresa Wallace, Project Manager  
Judith H. Malamut, AICP, Principal-in-Charge

SUBJECT: Atherton Library Building Project Environmental Impact Report –  
Budget Augment Request

The purpose of this memo is to request a scope and budget amendment for the additional professional effort and miscellaneous expenses associated with the additional analysis requested by the Town, and conducted by LSA. The Town of Atherton approved the LSA Associates, Inc. (LSA) proposed scope of work and budget for preparation of the Atherton Library Building Project Environmental Impact Report (EIR) on November 16, 2011 and our contract was executed on December 17, 2011. As you are aware, since that time, LSA has worked quickly and efficiently to prepare the environmental documentation for this project. To that end, upon the Town's request and authorization, we have performed a number of out of scope tasks to address comments received on the Notice of Preparation (NOP) and/or unforeseen issues that have arisen during the course of our analyses. Additionally, some tasks identified in our scope of work required a greater than anticipated level of effort to adequately respond to and provide information that was requested in the scoping comments.

A description of the work performed and associated costs for which we are requesting the augment are detailed below.

#### Task C. Initial Study – Public Services and Utilities and Infrastructure

Although not specifically itemized in our original budget table (because it was assumed to be a small task) completion of the Public Services and Utilities and Infrastructure sections of the Initial Study were originally assumed to require about 6 hours (\$600) of Planner time to complete. This cost estimate assumed minimal background research and no contact with service providers. Because of the community's level of interest in the provision of public services to the site (expressed during the NOP comment period), particularly police services, LSA contacted all service providers and asked specific questions of those providers regarding the level of service required at the existing library, what services might be needed for the proposed project, and any potential impacts the project might have on the provision of services. This level of effort was not originally assumed in our scope of work. LSA contacted the Menlo Park Fire Protection District, the Atherton Police Department (APD), the West Bay Sanitary District, and the Bear Gulch District of the California Water Service Company. The APD in particular provided raw call data for use in the analysis that needed to be analyzed and incorporated into the Initial Study. The level of effort required to complete these sections of the Initial Study was greater than anticipated by LSA and the estimated cost of these additional tasks are detailed below:

#### Staff Hours/Billing Rates

Senior Planner (4 hours at \$105/hr)	\$420
Assistant Planner (10 hours at \$75/hr):	<u>\$750</u>
<b>Total</b>	<b>\$1,170</b>

### Task C. Initial Study – Biological Resources

Since LSA's original evaluation of the number of trees that would be adversely affected (either directly through removal or indirectly through construction) by the proposed project, the site area to be evaluated has been expanded beyond the Main House footprint to include surrounding areas designated for new landscaping and other improvements in association with the library project and in accordance with the Holbrook-Palmer Park Master Plan. To address potential impacts to new site areas required a second field visit to the site by LSA's arborist and an update of the tree list and map prepared as part of the Screening Analysis. This additional work was not anticipated in our original scope of work and the associated cost is detailed below:

<b>Staff Hours/Billing Rates</b>	
Arborist (14 at \$85/hr)	\$1,190
Senior Planner (1 hours at \$105/hr)	\$105
Principal Biologist (2 hours at \$135/hr):	<u>\$270</u>
<b>Total</b>	<b>\$1,565</b>

### Task D. Draft EIR – Transportation, Circulation and Parking

LSA has performed several additional tasks related to the Transportation, Circulation and Parking analysis for the Draft EIR, as described below.

**Intersection Counts.** LSA collected traffic counts at six study intersection in May 2011 as part of our work on the Screening Analysis. Because of increased enrollment at a nearby school, data for the intersection of Middlefield Road/Watkins Avenue was collected again in January 2012 to obtain the most accurate and current data. Taking new intersection counts were not assumed as part of LSA's scope of work for the EIR. However, our original scope of work assumed that additional parking data would need to be collected during a large event at Holbrook-Palmer Park. Ultimately, it was decided by the Town and LSA that this information was not necessary, and additional parking counts were not required. Therefore, the cost of the additional intersection count has been offset by not undertaking the additional parking data analysis, and that task has been removed from our scope of services.

**Trip Generation.** Our original scope of work assumed that the trip generation for the new library would be calculated using trip rates from the Institute of Transportation Engineers (ITE), *Trip Generation*, 8th Edition manual, as it is the industry standard for calculating trip generation. At the Town's request (and per the comments received on the NOP), LSA conducted a trip generation analysis of the Corte Madera Library. LSA hired an independent traffic data company, All Traffic Data, to count inbound and outbound trips at the Corte Madera Library on Saturday, January 7, 2012 and Tuesday, January 10, 2012. Data was collected to correspond with the peak traffic periods for the proposed Atherton Library to be analyzed in the EIR. Specifically, weekday data was collected from 7:00 a.m. to 9:00 a.m. and weekend data was collected from 11:00 a.m. to 1:00 p.m., which are the periods when adjacent roadways experience their highest traffic volumes. LSA analyzed the trip data and produced a memorandum (dated January 18, 2012) which summarized the findings. Ultimately, the trip generation rates produced from the Corte Madera Library analyses were used for the EIR analysis of the Atherton Library project, as the Corte Madera counts and data were deemed to more closely reflect similar conditions in Atherton. The cost of this additional work is detailed below.

**Staff Hours/Billing Rates**

Transportation Planner (16 at \$100/hr)	\$1,600
Senior Planner (2 hours at \$105/hr)	\$210
Principal Transportation Planner (4 hours at \$165/hr):	\$660
Principal-in-Charge (2 hours at \$180/hr):	\$360
Direct Expenses:	<u>\$300</u>
<b>Total</b>	<b>\$3,130</b>

**Trip Assignment and Distribution Analysis.** The location and impact on Atherton of the Menlo Park Facebook Campus Project was not contemplated when the original Scope of Work was developed. Town staff requested LSA to assist in the analysis of the impact of that project and its associated effect on the new Library traffic by preparing a likely trip assignment and distribution for project trips at Atherton intersections. LSA presented the results of this analysis in a memorandum to the Town on January 27, 2012. The cost of this additional work is detailed below.

**Staff Hours/Billing Rates**

Transportation Planner (8 at \$100/hr)	\$800
Senior Planner (2 hours at \$105/hr)	\$210
Principal Transportation Planner (2 hours at \$165/hr):	\$330
Principal-in-Charge (2 hours at \$180/hr):	<u>\$360</u>
<b>Total</b>	<b>\$1,700</b>

**Cost Summary**

As detailed above, the additional work performed by LSA amounts to a total cost of **\$7,565**. A signed copy of a contract amendment is attached to this letter. If this meets with your approval, please sign and return to us, retaining a copy for your records. We look forward to working with you to complete the environmental review for this project.

# LSA

LSA ASSOCIATES, INC.  
2215 FIFTH STREET  
BERKELEY, CALIFORNIA 94710

510.540.7331 TEL  
510.540.7344 FAX

## CONTRACT MODIFICATION

CHANGE NO:	<u>2</u>
PROJECT NO:	<u>TOA1101</u>
ORIGINAL CONTRACT \$	<u>69,335</u>
CON MOD #1 \$	<u>86,230</u>
CON MOD #2 \$	<u>7,565</u>
REVISED CONTRACT \$	<u>163,130</u>

DATE: March 13, 2012  
PROJECT: Atherton Library Building Project  
TO: Town of Atherton  
ADDRESS: 91 Ashfield Road  
Atherton, CA 94027  
ATTENTION: Neal Martin, Town Planner

Please accept this letter as written confirmation of the request for the contract modification, as described in the attached memorandum from Theresa Wallace and Judith Malamut, dated March 13, 2012.

All other terms and conditions of the contract dated December 17, 2011 remain unchanged. Please sign, date and return one copy of this letter without delay. Your signature will serve as confirmation of acceptance of the stated amounts and terms. Notify us immediately if any part of this letter is inconsistent with your understanding of the revised amounts and terms.

Sincerely,  
LSA ASSOCIATES, INC.

BY: Judith H. Malamut

TITLE: Principal-in-Charge

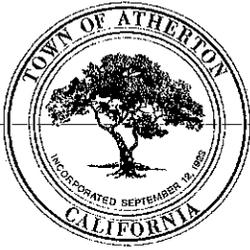
DATE: March 13, 2011

Approved by:  
TOWN OF ATHERTON

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Item No. \_\_\_\_\_

**DATE: FOR THE CITY COUNCIL MEETING OF APRIL 18, 2012**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**FROM: NEAL J. MARTIN, TOWN PLANNER**

**SUBJECT: 2011 ANNUAL REPORT TO THE CITY COUNCIL ON THE ATHERTON  
GENERAL PLAN IMPLEMENTATION**

**RECOMMENDATION:**

Accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).

**BACKGROUND:**

The State of California Government Code 65400 et seq require the preparation of an annual report to the local legislative body, the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD) describing the following:

1. The status of the local general plan and progress in its implementation.
2. The progress in meeting its share of regional housing needs.
3. The degree to which the local general plan complies with the adopted OPR guidelines.
4. The date of the last revision to the local general plan.

**2011 ANNUAL REPORT:**

**Status of the Atherton General Plan and Progress in its Implementation**

The Atherton General Plan was updated in 2002 and adopted by the City Council on November 20, 2002. It contains Land Use, Circulation, Housing, Open and Conservation, Noise, and Community Safety Elements. The Housing Element Update 2007-14, which is the only element required to be reviewed by HCD, has been found to be "In compliance" with the HCD review criteria. The Atherton City Council adopted the Housing Element Update in accordance with State law on August 18, 2010 by adopting Resolution No. 10-45.

Atherton is essentially built out in accordance with the policies stated in the General Plan. The Sphere of Influence as adopted by the San Mateo Local Agency Formation Commission is coterminous with the current City Limits. Essentially all of the existing parcels of land have been developed with land uses consistent with the General Plan. All of the streets and highways described in the General Plan are developed to their planned capacity. The entire infrastructure needed to serve the planned land uses and population is in place with sufficient capacity to accommodate the planned land uses and population.

### **Progress in meeting Atherton's Share of Regional Housing Needs**

CGC Section 65400(a)(2)B provides: "The housing element portion of the annual report ... shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development ..." The tables provided in Attachment 1 describe the progress made in meeting Atherton's share of regional housing needs.

### **Degree to which the Atherton General Plan complies with the Adopted OPR Guidelines**

OPR adopted General Plan Guidelines in 2003 for use by local jurisdictions in the preparation of their general plans. The Guidelines are permissive, not mandatory and are quite extensive. Staff has prepared an analysis of the Atherton General Plan compared to the general criteria included in the Guidelines along with an evaluation of the degree to which the Atherton General Plan complies with the OPR Guidelines. That analysis is provided in Attachment 2. The analysis shows that the Atherton General Plan is in substantial compliance with the adopted OPR Guidelines with a few exceptions. During FY 2008-09 the City Council included funds in the City Budget to prepare amendments to the General Plan in order to achieve full compliance with the adopted OPR Guidelines. Those draft amendments have been completed by Staff and have been reviewed by the General Plan Committee. The General Plan Committee has recommended their approval to the Planning Commission. The Planning Commission is expected to hold a public hearing and consider the amendments for recommendation to the City Council in spring 2012.

### **Date of the Last Revision to the Atherton General Plan**

The last revision to all elements except the Housing Element of the Atherton General Plan was adopted by the City Council on November 20, 2002. The Housing Element Update was adopted August 18, 2010.

### **ALTERNATIVES:**

1. Accept the Annual Report.
2. Provide direction to Staff for modification to the Annual Report.
3. Take no action.

**FINANCIAL IMPACT:**

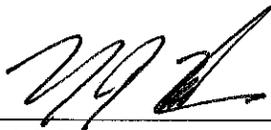
All costs associated with this project are paid for by the Town of Atherton from the Contract Planner budget.

**RECOMMENDATION:**

It is recommended that the City Council accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).

**FORMAL MOTION:**

I move that the City Council accept the Annual Report and authorize its transmittal to the California Governor's Office of Planning and Research and the California Department of Housing and Community Development pursuant to Section 65400 of the California Government Code (CGC).



---

Neal J. Martin, Town Planner

**Attachments:**

1. Annual Housing Element Progress Report – Tables A – C
2. Analysis of Atherton General Plan with OPR Guidelines

Town of Atherton  
 Annual Element Progress Report - 2011: Sheet 1  
 Housing Element Implementation

Reporting Period: January 1 - December 31, 2011

Table A

Annual Building Activity Report  
 Very Low, Low and Moderate Income Units and Mixed Income Multifamily Projects

1 Project Identifier	2 Unit Category	3 Tenure R-Renter O-Owner	4 Affordability by Household Income				4a Units Demolished	5 Total Net Units per Project	6 Housing with Financial Assistance and/or Deed Restrictions		7 Deed Restricted Units	8 Housing without Financial Assistance or Deed Restrictions
			Very Low Income	Low Income	Moderate Income	Above Moderate Income			Assistance Programs for Each Development	Notes below the number of units determined to be affordable without financial or deed restrictions and a brief explanation how the jurisdiction determined the units were affordable.		
50 Fairview	SFD	0			1		0	1				
36 Ralston	SFD	0			1		0	1				
97 Juniper	SFD	0			1		0	1				
102 Catalpa	SFD	0			1		0	1				
39 Laburnum	SFD	0			1		0	1				
197 Atherton	SFD	0			1		1	0				
71 Ralston	SFD	0			0		1	(1)				
96 Selby	SFD	0			1		1	0				
56 Edge	SFD	0			1		1	0				
150 Valparaiso	SFD	0	1		1		0	1				
99 Stockbridge	SFD	0			1		1	0				
25 Northgate	SFD	0			0		1	(1)				
48 Linden	SFD	0			1		1	0				
102 Isabella	SFD	0			1		1	0				
88 Atherton	SFD	0			0		1	(1)				
100 Isabella	SFD	0			0		1	(1)				
187 James	SFD	0			1		1	0				
43 Selby	SFD	0			1		1	0				
463 Selby	SFD	0			1		1	0				
76 Ritterhouse	SFD	0			1		1	0				
91 Ingleswood	SFD	0			1		1	0				
1 Sutherland	SFD	0			1		1	0				
267 Camino al Lago	SFD	0			1		1	0				
51 Winchester	SFD	0			1		1	0				
118 Selby	SFD	0			1		1	0				
138 Almondral	SFD	0			1		1	0				
51 Hawthorne	SFD	0			0		1	(1)				
Continued on next sheet												
(9) Total of Above Moderate from Table A2												
(10) Total by income units												
[Field 5] Table A												



Town of Atherton  
**Annual Element Progress Report - 2011**  
*Housing Element Implementation*

Reporting Period: January 1 - December 31, 2011

Table B  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period.	RHNA Allocation by Income Level		2007		2008		2009		2010		2011		2012		2013		2014		Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Income Level	Deed Restricted	Non-Deed Restr.	Year																
Very Low	Deed Restricted	19		1		1														24
	Non-Deed Restr.							(7)											(5)	
Low	Deed Restricted	14																		14
	Non-Deed Restr.																			
Moderate	Deed Restricted	16																		16
	Non-Deed Restr.																			
Above Moderate		34		1		0		(4)		(4)		(2)							(9)	43
Total RHNA by ABAG.		83		1		1		(11)		(4)		(1)								97
Enter allocation number:																				
	Total Units																			
	Remaining Need for RHNA Period																			

**Residential Building Permits 2007-2014**

Year	Units		New 2nd Units	HIP Units	Net
	Demo.	New Units			
2007	19	20			1
2008	25	25	1		1
2009	25	14			(11)
2010	24	20			(4)
2011	31	30			(1)
2012					0
2013					0
2014					0
Totals	124	109	1	0	(14)

Town of Atherton  
**Annual Element Progress Report - 2011**  
*Housing Element Implementation*

Reporting Period: January 1 - December 31, 2011

Table C

Program Implementation Status

Program Description (by Housing Element Program Names)	Name of Program	Objective	Deadline in H.E.	Status of Implementation
Describe progress of all programs including progress in removing regulatory barriers as identified in the Housing Element.				
\$3.811 Market Rate Housing Construction.		5 New Above Market Units	2014	No net new units constructed this year. Market has limited construction to reconstruct 1 unit for each demolished unit.
\$3.812 a-d. Second Dwelling Unit Program including guest houses and internal living quarters		52-80 New Extremely Low to Moderate Income Units	2014	1 - 2nd Unit constructed in 2008. Market has limited construction.
\$3.812 e. Faculty and Student Housing Program		27 New Faculty Units and 58 New Student Units in extreme low to moderate income ranges	2014	Market failed to contract any faculty or student units during this year.
\$3.813 a. Continue to facilitate and expedite the rehabilitation and conservation of existing units		On-going permit issuance	2014	51 permits issued this year for improvement, rehabilitation and conservation of existing units
\$3.821 a. Amend Zoning Ordinance to specify that residential care facilities are permitted by right in the R-1A & R-1B Districts		Zoning Ordinance Amendment	6/30/2010	Zoning Ordinance was amended in 2009.
\$3.822 a. Continue to review new residential developments and major re-models for ADA compliance		On-going permit review	2014	On-going program.

§3.824 a. Establish a zone per requirements of SB2 related to emergency shelters	Amend Zoning Ordinance to allow emergency shelters by right	6/30/2010	Zone established with zoning ordinance amendment in 2009.
§3.824 b. Amend Zoning Ordinance to clarify that supportive and transitional housing are permitted by right in the R-1A & R-1B Districts.	Zoning Ordinance Amendment	6/30/2010	Zoning Ordinance was amended in 2009
§3.831 b. Amend Zoning Ordinance to clarify that "manufactured housing" is permitted by right in the R-1A & R-1B Districts.	Zoning Ordinance Amendment	6/30/2010	Zoning Ordinance was amended in 2009
§3.841 a. Shared Housing Program implemented by the Human Investment Program	Continued placement of renters with willing providers	2014	One renter has been placed in one Atherton home. Address is confidential.

**Analysis of Atherton General Plan (AGP) with Adopted Office of Planning and Research (OPR) Guidelines**  
 March 30, 2012

OPR Guideline Requirement (to the extent that it is relevant) <sup>1</sup>	Reference or Comment	Degree of Compliance
Contains all 7 mandatory elements	AGP contains Land Use, Circulation, Housing, Open Space and Conservation, Noise and Community Safety Elements.	Full
Plan is integrated and internally consistent	All elements include a section entitled "Relation to Other Elements" describing how each is integrated and internally consistent.	Full
<b>Land Use Element</b>		
Contains a Land Use Diagram in sufficient detail to describe land use proposals	AGP contains a Land Use Diagram with sufficient detail to describe land use proposals. Pg. LU-8	Full
Shows distribution of housing, business and industry	AGP Land Use Diagram shows proposed residential, parks, open spaces, public facilities and schools uses. Business and industry are not permitted in Atherton. Pg. LU-8	Full
Distribution of open space including agriculture	AGP Land Use Diagram shows proposed open space uses. There is no agricultural land in Atherton. Pg. LU-8	Full
Distribution of mineral resources	There are no mineral resources in Atherton.	N/A
Distribution of recreation facilities and opportunities	AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-4-5, and the Open Space and Conservation Element, pg. OS-70-72 describe the distribution of recreation facilities and opportunities.	Full
Location of education facilities	AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-6 describe the	Full

<sup>1</sup> Language from the OPR Guidelines.

Location of public buildings and grounds	Location of education facilities. AGP Land Use Diagram, pg. LU-8, the Land Use Element text, pg. LU-5-7 describe the location of public buildings and grounds.	Full
Location of solid and liquid waste facilities	The Land Use Element text, pg. LU-6-7 describes the location of solid and liquid waste facilities.	Full
Identification of areas subject to flooding	The Land Use Element text, pg. LU-7 identifies areas subject to flooding.	Full
Identification of Timber Preserve Zone lands	There are no Timber Preserve Zone lands in Atherton.	N/A
Contains standards for population intensity and building intensity	The Land Use Element text, pg. LU-2-3 contains standards for population intensity and building intensity.	Full
<b>Circulation Element</b>		
Contains definitions and descriptions of: Major thoroughfares	The Circulation Plan Diagram, pg. LU-8 and the Circulation Element text, pg. CI-9-11 define and describe major thoroughfares; freeways, highways, minor arterials, collectors, local streets and street standards.	Full
Transportation routes	The Circulation Plan Diagram, pg. LU-8 and the Circulation Element text, pg. CI-9-15 defines and describes transportation routes.	Full
Terminals	The Circulation Element text, pg. LU-13, defines and describes the local rail terminals.	Full
Other local public utilities and facilities including railroads, airports and parking.	The Circulation Element text, pg. CI-12-15 defines and describes scenic roadways, transit and rail traffic, bicycle and pedestrian facilities. There are no airports close to Atherton.	Full
<b>Housing Element</b>		
See Attachment I		

<p><b>Open Space and Conservation Element</b></p> <p>The Conservation Element should address water and its hydraulic force, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals and other natural resources.</p>	<p>There are no rivers, harbors, fisheries or commercial mineral resources in Atherton. The AGP Open Space and Conservation Element text, pg. OS-71 addresses protection of scenic resources, significant stands of natural vegetation, wildlife habitat, sensitive environmental resources (e.g. streambeds), and archaeological resources.</p>	<p>Full</p>
<p>The Open Space Element should address open space for the preservation of natural resources, for the managed production of resources, for outdoor recreation and for public health and safety.</p>	<p>AGP Open Space and Conservation Element text, pg. OS-70-72, the Land Use Diagram, pg. LU-8 and the Land Use Element text, pg. LU-4-5 address open space for the preservation of natural resources, for the managed production of resources, for outdoor recreation and for public health and safety.</p>	<p>Full</p>
<p>The Open Space Element should contain an open space action program</p>	<p>AGP Open Space and Conservation Element text, pg. OS-71-72 contains an Open Space Action Program.</p>	<p>Full</p>
<p><b>Noise Element</b></p>		
<p>Issues to be addressed include:</p>		
<p>Major noise sources, both mobile and stationary</p>	<p>AGP Noise Element text, pg. N73-75 describes the major community noise sources.</p>	<p>Full</p>
<p>Existing and projected levels of noise and noise contours for major noise sources</p>	<p>AGP Noise Element diagram, pg. N-80 provides existing and projected noise contours for major noise sources.</p>	<p>Full</p>
<p>Existing and projected land uses and locational relationship to existing and projected noise sources</p>	<p>AGP Noise Element text, pg. N73-75 describes the existing and projected land uses and locational relationship to existing and projected noise sources</p>	<p>Full</p>
<p>Existing and proposed sensitive receptors, including hospitals,</p>	<p>Existing and proposed sensitive receptors are</p>	<p>Not in</p>

convallescent homes, schools, churches and sensitive wildlife habitat	not addressed in the AGP Noise Element	Compliance
The extent of "noise problems in the community"	AGP Noise Element text, pg. N73-75 describes the extent of "noise problems in the community"	Full
Method of noise attenuation	AGP Noise Element text, pg. N76-78 describes noise mitigation measures.	Full
Implementation measures and possible solutions that address existing and foreseeable noise problems	AGP Noise Element text, pg. N76-78 describes implementation measures and possible solutions that address existing and foreseeable noise problems	Full
<b>Community Safety</b>		
Issues to be addressed include:		
Seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure	AGP Community Safety Element text, pg. CS-82 addresses seismically induced surface faulting, ground shaking, ground failure and water waves (seiche). Tsunami is not a hazard in Atherton since the Town does not border on the Bay or Ocean. Dam failure is not addressed.	Substantial
Slope instability leading to mudslides and landslides	Slope instability is not addressed in the AGP Community Safety Element.	Not in compliance
Subsidence, liquefaction, and other seismic hazards identified on seismic hazard maps	Neither subsidence nor liquefaction is addressed in the AGP Community Safety Element.	Not in compliance
Flooding	There are no flood zones in Atherton	N/A
Wildland and urban fires	AGP Community Safety Element text, pg. CS-81 addresses major fire incidents.	Full
Evacuation routes and signage	AGP Community Safety Element text, pg. CS-82-83 addresses evacuation routes. Route signage is not addressed.	Partial
Peak load water supply requirements	AGP Community Safety Element text, pg. CS-81 addresses peak load water supply	Full

Minimum road widths and turnouts	requirements.	Full
Clearances around structures	<p>AGP Circulation Element text, pg. CI-12 addresses minimum road widths.</p> <p>Clearances around structures are not addressed in the AGP Community Safety Element.</p>	Not in compliance



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA N. DELLASANTA, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: AMENDMENT TO CONTRACT WITH INTERWEST GROUP  
FOR BUILDING AND LIFE SAFETY SERVICES**

#### **RECOMMENDATION:**

Approve the suggested revisions to contract with Interwest Group for Building & Life Safety Services, and authorize the City Manager to work with the City Attorney to develop and execute the amendment, based on Council action.

#### **BACKGROUND:**

A Request for Proposals (RFP) was developed to attract companies who were interested in proposing a plan to the Town of Atherton to perform building and life safety services.

The Town issued this RFP to consider and evaluate the potential economic benefits of contracting out the functions of building and life safety duties identified in the document.

Proposals were received; a panel of outside experts reviewed the proposals and recommended Interwest Group to perform the services.

City Council approved the recommendation at their August 17, 2011 meeting.

The Town has had successful transition of building services with Interwest Consulting Group. At this time, Town staff recommends certain modifications to the Interwest agreement that would include performance measures and the addition of a revised termination clause that would protect the Town during transfer of services.

## **Suggested Revisions to Interwest Building and Safety Services Agreement**

### **4. COMPENSATION AND METHOD OF PAYMENT – insert new sub-paragraph C and re-label existing sub-paragraphs C and D to D and E**

C. Beginning April 2013, and annually thereafter, Consultant will review the percentage based compensation rate of other contract building department operations of comparable California cities who contract similar services. The basis for comparison will be similar and relevant metrics agreed upon by the Town and Consultant. The results of such comparison may be used to adjust the compensation rate either upward or downward for the following fiscal year. Also, new technology investments by the Town which result in cost reductions to Consultant may also serve as a basis for future compensation adjustments.

### **9. STANDARD OF PERFORMANCE - insert following at end of section**

Performance standards are established in accordance with the Maximum Service Delivery Timeframes within Exhibit A, Scope of Services of this agreement. In the event the building plan review and inspections are not performed within the specified timeframes, the following penalties will be assessed:

- If any plan review is completed 1 to 5 working days in excess of the maximum service delivery timeframe, the plan check fee charged by Consultant will be reduced by 10%
- If any plan review is completed 6 to 15 working days in excess of the maximum service delivery timeframe, the plan check fee charged by Consultant will be reduced by 25%
- If any plan review is completed in excess of 15 working days beyond the maximum service delivery timeframe, the plan check fee charged by Consultant will be reduced by 50%
- For any inspection service not provided within the maximum service delivery timeframe, a penalty of \$50 for each inspection will be deducted from the Consultant fee

### **18. TERMINATION OF AGREEMENT – Insert new sub-paragraph B and re-label existing sub-paragraph's B,C,D to C,D, E**

B. Upon termination of the Agreement, for building permits issued by Consultant which have not received final inspection, a portion of fee's paid to Consultant will be returned to the Town in accordance with the following:

- 1) For minor permits which have not passed final inspection, 30% of the building inspection fee paid to Consultant will be returned to the Town
- 2) For new construction and remodel projects, 20% of the fee paid to Consultant will be retained by Consultant to cover permit issuance and administration costs. The remaining 80% will be returned to the Town based upon inspection types outlined below. Consultant will return 1/6<sup>th</sup> of the remaining 80% fee paid to Consultant for each of the following inspections which have not started at the time Consultant ceases work for the Town:
  - Foundation
  - Electric
  - Plumbing
  - Mechanical
  - Structure
  - Final

2. TERM OF AGREEMENT will be revised to reflect a 3 year term with 2 additional one year options.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: APPROVE THE SELECTION OF NOVA PARTNERS AS  
PROJECT MANAGER FOR THE NEW ATHERTON  
LIBRARY PROJECT AND AUTHORIZE THE CITY  
MANAGER TO EXECUTE THE CONSULTANT SERVICES  
AGREEMENT FOR A NOT-TO-EXCEED FEE OF \$137,000**

#### **RECOMMENDATION:**

Approve the selection of Nova Partners as the New Atherton Library Project Manager and authorize the City Manager to execute the Consultant Services Agreement in an amount not-to-exceed \$137,000.

#### **INTRODUCTION:**

The primary role of the Project Manager for the New Atherton Library will be to manage the process and progress of the remaining work necessary to successfully complete the programming, design, and construction bid award for the New Town of Atherton Library. The scope of services along with key project manager responsibilities were prepared by staff and included in the Request for Proposal (RFP). The project manager will be the primary project liaison between the City Manager, City Council, the Atherton Library Building Steering Committee (ALBSC), San Mateo County Library, Town staff, and other community and library stakeholders.

#### **DISCUSSION:**

A Qualifications Based Selection process was utilized in the review and ranking of submitted proposals. The RFP was advertised in the Town website as well as several other industry websites utilized by the Town of Atherton. The RFP was posted on the Town website February 3, 2012. Proposals were due March 9, 2012 which provided a 5 week response period. A total of 11 proposals were received.

The selection panel consisting of 1 representative of the ALBSC, 1 representative from the San Mateo County Library, and 2 representatives from the Town of Atherton reviewed and ranked all proposals received. Based upon their rankings, the top 4 proposals were invited for an interview. The top ranked proposals were:

Vanir  
Swinerton Management and Consulting  
Nova Partners  
Gordon Siebert

After interviewing each firm, the selection panel selected Nova Partners.

### **FISCAL IMPACT**

The negotiated not-to-exceed fee is \$137,000. The method of compensation will be on a time and materials basis. Funding for this contract will come from Atherton Library Donor City Funds. Funding for this contract is included in the Donor City budget submitted to the San Mateo County Library JPA.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa DellaSanta  
Interim City Manager

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Debra Auker  
Interim Finance Director

Attachments: Consultant Services Agreement

\*\*Please Note –

In order to reduce paper waste, Exhibit A - Nova's proposal to the RFP (and the RFP) can be accessed online in the agenda packet or can be obtained by contacting the Interim City Manager at [tdellasanta@ci.atherton.ca.us](mailto:tdellasanta@ci.atherton.ca.us)

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of April, 2012, by and between the TOWN OF ATHERTON and Nova Partners Incorporated ("Consultant").

### RECITALS

WHEREAS, Town desires to obtain Project Management services in connection with the New Atherton Library; and

WHEREAS, Consultant hereby warrants to Town that Consultant is skilled and able to provide such services described in this Agreement; and

WHEREAS, Town desires to retain Consultant in accordance with the terms of this Agreement to provide the services described herein.

### AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. Town. The City Manager or his/her designee represents Town for all purposes under this Agreement.

B. Consultant. Consultant assigns Chris Thompson to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

A. Scope of Services. Consultant shall perform the Scope of Work as outlined in Consultant Proposal attached as Exhibit A and the Town of Atherton Request for Proposal (RFP) attached as Exhibit A-1. Town shall have the right to amend the Scope of Work by written notification to Consultant. In such event, the maximum limit of compensation and time of performance shall be subject to renegotiation upon written demand of either party. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from Town. Failure of Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time of performance, whether by way of restitution, quantum meruit, or any other form of monetary or nonmonetary compensation. In the event there are ambiguities or conflicts in language between the Scope of Work as stated in the Consultant Proposal and the RFP, language in the Consultant Proposal shall govern.

B. Time of Performance. The Services are to commence no sooner than April 20, 2012 and must be completed not later than July 1, 2013, unless the project is not then complete and the parties agree to extension of the completion date.

Any changes to the dates in this Section must be approved in writing by the City Manager.

C. Standard of Quality. Town relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### 4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant shall be on a time and materials basis and shall be at the rate and schedule set forth in the attached Exhibit B, "Compensation." However, in no event shall the amount Town pays Consultant exceed One Hundred Thirty Seven Thousand Dollars (\$137,000) ("Cost Ceiling"). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to Town at the time of payment.

B. Timing of Payment. Consultant shall submit itemized monthly statements for work performed. In addition, each monthly invoice shall include a monthly report summarizing work performed, identified issues, pending items or actions, milestones accomplished, and anticipated work for the next billing period. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the City Manager.

C. Changes in Compensation. Consultant shall not undertake any work that will incur costs in excess of the Cost Ceiling without prior written authorization by the City Manager.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers' Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the Services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings, weekends, or on recognized holidays.

5. Term. This Agreement shall commence upon its execution and shall continue in full force and effect until completed, amended, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish Town with every reasonable opportunity for Town to ascertain that the Services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the City Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by Consultant under the Agreement shall be vested in Town, and none shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town, unless required to do so by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of Town.

9. Conflict of Interest.

Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of Town or hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of Town. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest in the performance of the Agreement.

10. Liability of Members of Town. No member of Town, including without limitation any officer, employee, or agent, shall be personally liable to Consultant in the event of any default or breach of Town, or for any amount that may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the Town), indemnify, and hold harmless Town, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities

due to the sole negligence or willful misconduct of Town. Town has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Workers' Compensation, disability, or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this Agreement.

12. Independent Contractor; Not an Agent of Town. It is expressly agreed that Consultant, in the performance of the Services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Town. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town employees, and Consultant hereby expressly waives any claim it may have to any such rights. Further, Consultant, its officers, employees and agents shall not have any power to bind or commit Town to any decision.

13. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. Town is not responsible or liable for Consultant's failure to comply with any and all of its requirements of this Agreement.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against Town, its elected or appointed officials, officers, agents, employees, and volunteers for losses paid under Consultant's Workers' Compensation insurance policy that arise from the work performed by Consultant for Town.

14. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town or as required by law.

15. Assignment; Subcontractors; Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without Town's prior written consent. Any assignment without such approval shall be void and, at Town's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the Services. No subcontractor of Consultant shall be recognized by Town as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall provide required coverage for Employers' Liability (Coverage B).

(4) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The Town of Atherton, its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respect to work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respect to any other valid and collectible insurance Town may possess, including any self-insured retention Town may have, and any other insurance Town possesses shall be considered excess insurance only and shall not contribute to it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(5) Consultant shall provide to Town all certificates of insurance with original endorsements effecting coverage required by this section. Certificates of such insurance shall be filed with Town on or before commencement of performance of this Agreement. Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officials, officers, agents, employees, and volunteers.

(7) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to Town. Current certification of such insurance shall be kept on file with the City Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Town. At Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish Town with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

17. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by Town upon 30-day written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all Services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered by Consultant bear to the total Services otherwise required to be performed for such total fee; provided, however, that Town shall deduct from such amount the amount of damages, if any, sustained by Town by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by Town without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered before the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall immediately turn over to the City Manager any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, or given to Consultant or its subcontractors, in connection with this Agreement. Such materials shall become the permanent property of Town. Consultant, however, shall not be liable for Town's use of incomplete materials or for Town's use of complete documents if used for services other than those contemplated by this Agreement.

18. Suspension. Town shall have the authority to suspend this Agreement and the Services, wholly or in part, for such period as it deems necessary due to intervening acts that require suspension of the project, such as litigation, the filing of an initiative or referendum, or similar actions beyond the control of Town, unfavorable conditions, or the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

19. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both Town and Consultant. All provisions of this Agreement are expressly made conditions.

20. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that the party was solely or primarily responsible for drafting the language to be interpreted.

21. Litigation Support; Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's work product. Unless the action is brought by Consultant, brought by Town against Consultant, or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Written Notification. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to Town:           City Manager  
Town of Atherton – Town Hall  
91 Ashfield Road  
Atherton, CA 94027

If to Consultant: David Marks  
Nova Partners Incorporated  
855 El Camino Real, Suite 307  
Palo Alto, CA 94301

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to either charges for services, expenditures, and/or disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. Town may, by written request by any of the above-named officers, require

that custody of the records be given to Town and that the records and documents be maintained in the City Manager's office.

25. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

26. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either party may have hereunder.

29. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

A. Exhibit A: Consultant Proposal

B. Exhibit A-1           Town of Atherton Request for Proposal

C. Exhibit B: Compensation

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by Town.

33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit is brought by either party, the parties agree that trial of such action shall be held exclusively in a state court in the County of San Mateo, California.

34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first above written.

**TOWN OF ATHERTON**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**CONSULTANT**  
(CORPORATIONS REQUIRE (2)  
SIGNATURES)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A - Consultant Proposal

EXHIBIT A-1 Town of Atherton Request for Proposal

## Exhibit B - Compensation



## COST PROPOSAL

Revised April 9, 2012

Below we have prepared a cost proposal based on the anticipated Project Management duration of May 2012 through March 2013 as clarified during the Request for Proposal Process and our meeting with Town staff, ALBSC representative, and County of San Mateo Library representative on April 9, 2012.

This cost proposal aligns with the major phases as outlined in the Work Plan and the scope in the Request for Proposal. We will bill on a time-and-materials basis based on actual hours and expenses incurred per the rate schedule included with this proposal. The efforts, durations, and fees for each phase in the table below are estimates only and will vary based on the actual durations and efforts incurred.

We will not incur costs for a given phase beyond the associated fee estimate without first notifying the Town such that an agreement can be reached to adjust the efforts and/or fees. The estimated durations below are not a representation that the efforts associated with each phase can or will be accomplished within the duration shown.

## ESTIMATED FEE SUMMARY

Phase and Estimated Effort	Estimated Start	Estimated Finish	Estimated Duration	Estimated Fee
A. Budgeting, Scheduling, and Process <i>20 hours</i>	May 2012	June 2012	1 month	\$ 3,300
B. Architect Selection <i>80 hours</i>	May 2012	July 2012	2 months	\$ 13,200
C. Design and Approvals <i>540 hours</i>	July 2012	February 2013	8 months	\$ 89,100
D. Contractor Engagement <i>160 hours</i>	February 2013	March 2013	2 months	\$ 26,400
Subtotal				\$ 132,000
Estimated Reimbursable Expenses				\$ 5,000
<b>TOTAL</b>				<b>\$ 137,000</b>

## Notes:

1. Reimbursable expenses including mileage, out-of-area travel, reproduction, shipping, etc. will be invoiced at cost plus a 10% administrative fee. Nova recommends including an allowance for reimbursable expenses as noted above.
2. Subconsultants retained directly by Nova Partners will be invoiced at cost plus a 10% administrative fee.
3. Nova will submit invoices monthly, or otherwise as needed, and will include all billable fee and reimbursable expenses in arrears. Any work by subconsultants retained by Nova will be billed together such that the Town receives a single invoice for convenience.

**NOVA PARTNERS, INC. RATE SCHEDULE**

<b>Team Member</b>	<b>Hourly Rate</b>
Project Principal	\$ 200
Senior Project Manager	\$ 165
Project Manager	\$ 150
Financial Analyst	\$ 150
Furniture Coordinator and Move Manager	\$ 125

The above rates are valid for the period of January 1, 2012 through June 30, 2013.



Town of Atherton

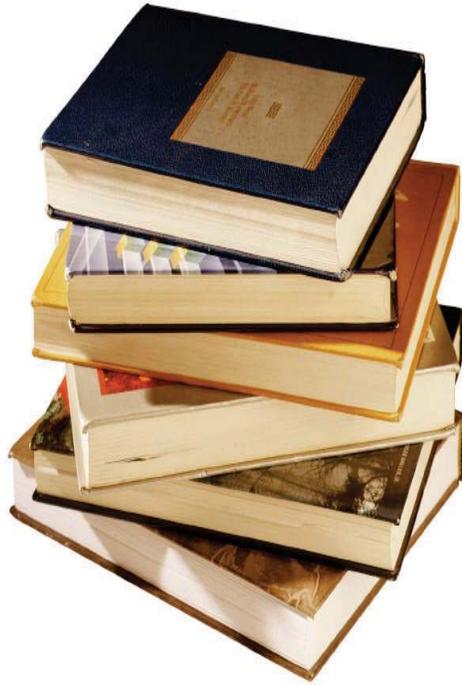
Proposal for:  
Atherton Library

Project  
Management  
Services

March 9, 2012

Nova Partners, Inc.

855 El Camino Real, Suite 307  
Palo Alto, CA 94301.2326  
phone: 650.324.5324  
fax: 650.324.5327  
[www.novapartners.com](http://www.novapartners.com)



**NOVA PARTNERS**  
INCORPORATED



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*Cost Proposal submitted under separate cover in sealed envelope*

**Town of Atherton  
Atherton Library Project Management services**



# SECTION 1

Firm introduction

March 9, 2012

Theresa DellaSanta  
Atherton City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, California 94027

Re: Request for Proposals  
Atherton Library Project Management Services

Dear Ms. DellaSanta:

Thank you for the opportunity to submit this proposal for Project Management Services for the new Atherton Library. We have reviewed the details in the Request for Proposal and we believe that our team has strong credentials, extensive library experience, and proven approach necessary to provide the strong team member the Town is seeking and set the project up for success.

Nova Partners, Inc. is a full service Project Management firm located nearby in Palo Alto. Nova has been providing owner's representative and project management services throughout Northern California for the past 18 years. Our firm was founded in 1993 and is made up of 25 talented and experienced construction project management professionals dedicated to successfully managing projects for cities, nonprofit organizations, corporations and universities. We have a long track record of success on projects we have managed throughout the Bay Area, including libraries specifically with the San Mateo County Library Administration.

### **Relevant Experience**

Nova brings extensive experience managing library projects for Bay Area cities, counties, and universities, and we understand the unique challenges and requirements of these highly visible and important community projects. We are currently completing our role as project manager for the new Gilroy Library, managing the project from design through construction and move-in. This project marks our fourth successful library project in multi-agency partnership with the Santa Clara County Library, including the Cupertino Library and Civic Center Plaza, Palo Alto College Terrace Library, and Palo Alto Children's Library. Our experience also includes the City of Belmont Public Library, in partnership with the San Mateo County Library JPA along with working on improvements to both the Millbrae and San Carlos Public Libraries within their jurisdiction. On most of these projects, the Nova team was involved at the very onset of the project performing preconstruction services including Architect selection, Budget creation along with assembling the final project consultants and General Contractor.

Nova's experience delivering successful library projects extends to Bay Area universities as well,

including the Green Library Historic Renovation and Green East Renovation at Stanford University as well as the McHenry Library Addition and Renovation at University of California, Santa Cruz.

For many of the projects above, Nova has served as an extension of city staff, in close partnership with Public Works and other departments to deliver a successful result.

### **Project Team**

For this project, we have assembled a highly talented and capable team to provide project management services to the Town of Atherton. Chris Thompson will serve as Senior Project Manager and day-to-day contact for the town. Chris is a highly effective and detail-oriented project manager with deep experience working with cities, counties, and institutions. In addition to his work on the Cupertino Library Project, Chris recently completed two highly visible community projects in the Santa Cruz area: The Monterey Bay National Marine Sanctuary Exploration Center and the new headquarters for the nonprofit Community Foundation of Santa Cruz County.

David Marks will serve as Project Principal. David has worked on numerous successful library projects in the surrounding area, including the seismic and historical renovation of the Green Library on the Stanford University campus, the new Gilroy Library, Belmont Library, Cupertino Library, and Palo Alto College Terrace and Children's Libraries. David and his team have worked closely with the San Mateo County Library Administration throughout the years on extremely successful projects.

We believe we can offer the Town of Atherton an experienced, focused and driven team that will set up and deliver this project on budget, on schedule and to quality, sustainability, and performance levels that exceed expectations.

Please feel free to contact us with any questions you may have. Our website, [www.novapartners.com](http://www.novapartners.com) provides a comprehensive view of our capabilities and project portfolio. We look forward to the opportunity to assist you with this project.

Sincerely,



Chris Thompson, LEED AP  
Senior Project Manager  
Nova Partners, Inc.  
650.324.5312  
[chris@novapartners.com](mailto:chris@novapartners.com)



# SECTION 2

## Firm Background & Team



## INTRODUCING NOVA PARTNERS

Nova Partners, Inc. is a full service Construction Project Management firm and has been providing construction management and project management services throughout Northern California and the Central Coast for the past 18 years. Our firm was founded in 1993 and is made up of talented and experienced construction project management professionals dedicated to successfully managing projects for municipalities, cities, nonprofit organizations, corporations and universities.

Nova is located in Palo Alto and has held an office there since 1994. Our firm has managed numerous projects on the Peninsula as well as throughout the Bay Area and Central Coast.

## FIRM PROFILE

Firm Information:	Nova Partners, Inc. 855 El Camino Real, Suite 307 Palo Alto, CA 94301 Tel: 650.324.5324 Fax: 650.324.5327
Type of Organization:	California Corporation
Staff:	4 Principals 18 Project Managers 1 Move Management Coordinator 1 Chief Financial Officer 1 Office Manager
Years in the CM Business:	18 years
Contractor's License No.:	811968
Termination from Contract Obligations:	None
Insurance:	See attached sample certificate.

## PROJECT TEAM

Nova proposes to assign the following staff to this project, selecting our staff best suited to the project type and complexity.

**David Marks** will be the Project Principal overseeing all phases of the project. David is currently serving as Project Principal for the Gilroy Library and the City of Palo Alto Art Center Renovation Project, and has completed several library projects throughout San Mateo and Santa Clara County. David has over 20 years of experience in the construction business and has been with Nova Partners for over 15 years. Upon joining Nova Partners, he worked on the Stanford University Green Library Bing Wing Seismic and Historical renovation project and completed the 30,000 sf renovation of the Green Library East Lobby remodel project. David was also the lead Project Manager on the Cupertino Library and Community Hall Building and the Belmont Library project which are very similar in nature to this project.

David worked as a Senior Project Manager for 8 years for a larger local General Contractor prior to joining Nova Partners and understands all aspects of the construction process from the general contracting and Project Manager/Owner's Representative perspective which will be of great value to this project.

**Chris Thompson** will serve as the Senior Project Manager and primary day-to-day contact. Chris has been managing Nova projects for over 10 years and brings significant relevant experience to the Town of Atherton. He will lead the team and work with you and the project team during the preconstruction phase, to help finalize the project schedules, paying particular attention to the close proximity to neighbors. His recent project experience includes the Community Foundation of Santa Cruz County headquarters in Aptos, Monterey Bay National Marine Sanctuary Exploration Center in Santa Cruz, and the UC Santa Cruz Physical Sciences Building among others. Chris has much experience working on projects at the early stages of preconstruction which has a direct impact on the success of the construction phase of the project. Chris worked with David on the City of Cupertino Library and Community Hall project and has worked together with David on numerous projects over the last 10 years.

Chris is a focused and detail-oriented project manager with excellent communication skills that make him ideally suited to large, complex projects. He holds an M.S. in Construction Management and a B.S. in Electrical Engineering, both from Stanford University, and is a LEED Accredited Professional.

**Dennis Coonan** of Nova Partners will provide budget and cost tracking services when needed during the project. He is highly skilled at construction accounting and has provided budget development and cost tracking services for multiple Nova projects as well as providing financial analysis, cash flow studies and cash management analysis. Dennis holds a Bachelor of Science degree in Business from Santa Clara University and is a Certified Public Accountant. Dennis Coonan has performed financial tracking services on all of our library projects over the

years and is intimately familiar with the workings of City's accounting systems and working with City Staff.

As the project progresses, we are able to propose additional specific team members to support the project if requested by the Town.

Resumes of the key staff proposed for this project are included in Section 6.

## **WORK LOAD CONSIDERATIONS**

The proposed team is available to begin this assignment immediately and has the resources to provide the necessary staffing through all phases of the project.

Nova has extensive experience with projects and clients of many types, and the knowledge of our entire team is a resource when unique needs arise.

## **LITIGATION**

In Nova's 18 years of providing construction management services, our 25 professionals are typically managing from \$200M to \$500M of construction projects at any time. We have had only one project with legal issues and none of our projects have even had a contractor file a claim against the owner. The project was for the County of Monterey and the scope was to renovate an existing courthouse that contained a significant amount of asbestos containing materials. The County is suing the contractor on the job, Skanska, and Nova Partners, claiming breach of contract and negligence as a result of an asbestos release in an unoccupied Space. The lawsuit was filed in May of 2010, five years after the incident. Our insurance carriers are defending Nova and we believe the claim is without merit. There is no material impact to Nova's business expected from this lawsuit, regardless of the outcome, since Nova has considerable insurance and the carriers are defending the action.

## **DISCLOSURE**

Nova is unaware of any past, ongoing, or potential conflicts of interest that our firm or any of our personnel may have as a result of performing this work.

## **CONSULTANT SERVICES AGREEMENT**

Nova has reviewed the Sample Consultant Services Agreement as included with the RFP, takes no exceptions, and if selected for this assignment would be able to sign the Agreement as written.





# SECTION 3

## Approach



## OUR APPROACH

At Nova Partners, we believe that a large part of the success of a project is determined by how well the project is set up. Our approach will be to determine the process and tools that best fit the project, help organize the team, establish the project goals and start the project down the road to success. We also recognize that projects are very dynamic and our approach will need to adjust as the project develops.

Nova Partners does not view the project management roles that of a spectator that merely takes meeting minutes, forwards emails between team members and the Town and submits monthly reports. We consider project management a dynamic process that requires understanding, thought, involvement and interaction. We typically are actively involved in all aspects of the planning, entitlement, design, bidding and construction phases to make sure we understand the issues involved, identify and get problems solved early and get the job done!

We see the following main activities as key parts of our initial involvement:

***Lead a Project Team kick-off meeting.*** At the meeting we will:

- Review and establish the project goals
- Define the project stakeholders
- Establish project expectations
- Define team roles and responsibilities
- Establish the outline for the project procedures manual
- Establish project reporting format and procedures

***Prepare the Project Budget.*** The steps will include:

- Defining the overall project budget goals
- Establishing individual detailed budgets for each project
- Establishing overall project budget detail
- Validating all individual budget cost line items
- Confirming funding source and constraints
- Defining and evaluating project budget risks

***Establish the Project Schedule.*** The process will include:

- Defining the project timeline goals

- Establishing and understanding any and all time constraints
- Establishing project milestone dates
- Defining and evaluating the project schedule risks

***Confirm the Program and the Design Process.*** This will include:

- Establishing and documenting the Owner's Project Requirements (OPR)
- Establishing the design phase process and milestones by project
- Establishing the budget control process including value engineering methodology
- Establishing the approval process and corresponding milestones

***Establish the Project Reporting and Approvals Process.*** This will include:

- Establishing project reporting requirements, format and milestones
- Establish project approval requirements, format and milestones

Nova's project management team will review all relevant material, make recommendations and then carry out your directions at every step of the process in a timely fashion. The initial goal of our engagement is to quickly bring our team up to speed on every aspect of the project so that we can establish proven procedures and control systems to ensure the effective implementation of all on-going project activities. We will begin work immediately to get up to speed and ensure that the project moves rapidly toward the goals established.

## **PROJECT-SPECIFIC ISSUES**

From our Project Management role supporting other local libraries during this phase, we have a clear understanding of the project stakeholders and roles, including the Town staff and Town Council, the County of San Mateo Libraries JPA, the Atherton Library Building Steering Committee (ALBSC), and the community at large. Our primary role during this phase will be to provide the necessary analysis, process, and leadership to build consensus, communicate effectively, guide the Town and stakeholders to making the best decisions for the project, and maintain project momentum towards construction. All of our library projects are multi-agency and we are familiar with working with these teams successfully.

We understand that this project has very high visibility both within and outside the Town, and that many aspects will be subject to close public review. All of the projects we manage have deeply involved stakeholders and significant impact to the city or organization, and thus we always hold our work to a high and thorough standard.

As this is going to be a LEED Certified and/or net zero building, allowing ample time for documentation to ensure the established guidelines are achieved. The expectations need to be set during this early phase such that the design process and other decisions support them.

As we work towards construction, the necessary site logistics must be thoroughly evaluated in advance such that the relevant requirements are made part of the Contractor's scope. We stress the importance that a well thought out site logistics plan be developed with the project team prior to the bidding document being issued. This will set expectations for all the contractors bidding the work and we believe help avoid potential cost impacts as the project progresses as it relates to site access.

The Holbrook-Palmer site, while somewhat separated from residences, is still in a residential area and can only be accessed via Watkins Avenue. It is imperative that the logistics plan be implemented immediately prior to construction to ensure that all parties clearly understand the routing of pedestrians in the nearby area, construction personnel and parking, equipment staging, material storage and normal residential traffic in the area. We know this area very well, along with the traffic patterns, and will take all of that in consideration when preparing this document with the teams input.

## ONGOING MANAGEMENT

Our goal is to demonstrate that we understand not only the "big picture" requirements of the Project Management role, but that we have also thought of the detailed, day-to-day steps that we will execute to successfully deliver this project. As such, we anticipate:

- Continually managing and updating the overall project budget and individual project budgets, reporting monthly to the Town, JPA, ALBSC, and other stakeholders in a format and method that works for the team.
- Continually managing and updating the overall project schedule and reporting regularly to the team. The updates will include status on all critical tasks, milestones, approvals and schedules.
- Actively monitoring team member progress on the schedule tasks for which they are responsible, identifying problems before they occur and ensuring completion dates are met.
- Managing procedures as they relate to communications, contracts, jurisdictional & utility company interface, document control and schedule & budget methodologies & procedures.

## Design Phase

During the Design Phase, we will provide the following services:

- ***Preparing the Owner's Project Requirements (OPR)*** document that will be used to validate project design decisions. The document will include the project purpose and goals, the detailed project program, the project budget, project schedule and the definition of project success.

- Managing and documenting with meeting minutes all design and coordination phase meetings at key milestones and as otherwise needed to assess the progress of the work, confirm conformance with the OPR, confirm conformance with LEED or other sustainability goals, solicit input from the project stakeholders and address specific issues that may impact the projects.
- Managing and documenting early value engineering sessions. The VE sessions could include the Town, the ALBSC, other stakeholders, the Architect and their consultants as necessary.
- Conducting a detailed review of the documents for compliance with the OPR and for overall completeness and recommend revisions as required. Providing a cost / benefit analysis of the products and systems as designed at the 50% and 100% completion of the construction documents. Evaluating and commenting on the condition of all contract documents including the contract, budget, schedule and quality assurance documents.
- If desired and consistent with Town procedures, creating a pre-qualification process including all documents as required to prequalify prospective bidders.
- Assisting in the preparation of the Project Manual front end documents and coordinating the bid process.

### **Cost Estimating**

- Nova provides full-service estimating and can develop full independent cost estimates as well as provide detailed validation of cost estimates prepared by others.
- Independent cost estimates and reviews are organized in the format agreed upon by the team, taking a systems approach or organizing by CSI divisions.
- Nova will work with the Town to establish the types and source(s) of estimates required by the project without providing unnecessary duplication of effort.

### **Contractor Engagement and Bidding Phase**

During the Bidding Phase we will provide the following services:

- Review with the Town the applicable Town contracts and procedures to be utilized in the selection process. We have run many types of bidding and selection processes for cities and other public agencies in the past and can help determine the best approach for the project.
- Develop the bid documents to obtain the team, including the scoring/bid analysis system and methodology.
- Ensure the Contractor staffing is right-sized to the project.
- Assist the Town in engagement of successful contractor.
- Confirm Schedule requirements are consistent with project goals.

# ARCHITECT FEE COMPARISON SUMMARY REPORT

Sample Project



Item		Firm 1		Firm 2		Firm 3		Firm 4		Firm 5	
		Fee	Hrs								
<b>Architectural</b>											
1	Programming/building Documentation	51,640	352	69,820	378	100,324	1,003	63,060	380	-	-
2	Schematic Design	249,160	1,982	202,080	1,264	300,972	3,010	349,251	1,886	95,700	911
3	Design Development	281,340	2,288	243,800	1,560	401,297	4,013	421,545	2,867	208,835	1,989
4	Construction Documents	316,220	2,453	366,400	2,400	702,269	7,023	540,600	3,957	450,545	4,291
5	Bidding & Permitting	79,160	516	76,736	558	40,130	401	65,205	450	40,790	388
6	Construction Administration	287,800	2,000	332,800	2,560	434,386	4,344	436,590	3,042	318,000	3,029
7	Fee Design and Coordination	80,160	608	280,000	1,700	Incl. in above		47,315	306	Incl. in above	
8	LEED coordination and design	88,000	630	Incl. in line 25		81,430	814	85,420	582	Incl. in above	
9	LEED Fundamental Commissioning	By Owner		9,600	60	10,000	100	By Owner		By Owner	
10	Close out	23,900	196	16,800	120	Incl. in above		Incl. in above		15,600	149
11	Existing Building Survey	incl. in line 1		51,200	320	Incl. in above		35,830	283	Incl. in above	
12	<b>Architectural Subtotal</b>	<b>\$1,457,380</b>	<b>11,025</b>	<b>\$1,649,236</b>	<b>10,920</b>	<b>\$2,070,808</b>	<b>20,708</b>	<b>\$2,044,816</b>	<b>13,753</b>	<b>\$1,129,470</b>	<b>10,757</b>
13	<b>Sub-Consultants</b>										
14	EOC Specialist	In Arch Fees		88,000	450	In Arch Fees		In Arch Fees		In Arch Fees	
15	Structural	175,000		175,000		175,000		175,000		175,000	
16	Civil	82,000		82,000		82,000		82,000		82,000	
17	Landscape	-		-		-		-		-	
18	MEP	350,000		350,000		350,000		350,000		350,000	
19	Voice/Data	10,000		10,000		10,000		10,000		10,000	
20	Security										
21	A/V	15,000		15,000		15,000		15,000		15,000	
22	Acoustical	21,500		21,500	120	21,500		21,500		21,500	
23	Specifications	Incl. in Arch fees		12,250							
24	Waterproofing	15,000		43,200	240	Not included		Incl. in Arch fee		35,845	
25	LEED Certification	Incl. in line 8		80,000	480	Incl. in line 8		Incl. in line 8		Incl. In Arc. Fees	
26	Cost Estimating	By GC		19,000	100	By GC		By GC		By GC	
27	<b>Consultant Subtotal</b>	<b>\$668,500</b>		<b>\$883,700</b>	<b>1,390</b>	<b>\$653,500</b>		<b>\$653,500</b>		<b>\$701,595</b>	
29	<b>Total Estimated Cost (Arch + Consult's)</b>	<b>\$2,125,880</b>	<b>11,025</b>	<b>\$2,532,936</b>	<b>12,310</b>	<b>\$2,724,308</b>	<b>20,708</b>	<b>\$2,698,316</b>	<b>13,753</b>	<b>\$1,831,065</b>	<b>10,757</b>
30	Proposed Fee as a Percentage of Construction(assume 30 million)	7.09%		8.44%		9.08%		8.99%		6.10%	
31	Estimated Reimbursables	125,000	5.88%	49,477	1.95%	248,497	12%	Incl. in fee		\$56,474	3.08%
32	Mark-Up on Subs	10%		%		10%		10%		5%	
33	Mark-Up on Reimbursable	10%		15%		10%		10%		10%	
34	Contract Qualifications	YES		YES		YES		No		NO	
35	Key Projects	Project 1									

**Nova Partners, Inc.**  
**Quality Assurance/Quality Compliance Plan**

Sample

<i>Item</i>	<i>Description</i>	<i>Responsible</i>	<i>Verified By</i>	<i>Date</i>
<b>Pre-Design</b>				
1.1	Create an Owner's Project Requirements (OPR) document the identifies: a. Owner's program goals b. Owner's technical requirements c. Owner's Schedule Goals d. Owner's Budget Goals	Nova, Owner		
1.2	Prepare and ratify overall project budget.	Nova		
1.3	Prepare and ratify overall project schedule.	Nova		
<b>Design Phase</b>				
2.1	Reference and verify conformance with OPR throughout the Design Phase.	Nova, Architect		
2.2	Prepare a drawing and specifications review log that documents corrections required to meet OPR requirements and confirm that the design team has implemented the comments into the next drawing / specs issuance.	Nova		
2.3	Update budget and schedule at each phase of the design and document modifications necessary to keep the project on track. Confirm that the modifications have been implemented by the design team in the next drawing / specs issuance.	Nova		
2.4	Require mock-ups, samples and first-in-place inspections be included as part of the design documents.	Nova, Architect		
<b>Bidding Phase</b>				
3.1	During the bidding process review the General Contractor prepared Instructions to Bidders for the Subcontractors to confirm understanding of scope requirements of the project.	Nova, Contractor		
3.2	Review detailed General Contractor final cost proposal to confirm that the entire scope is covered and that all qualifications and exclusions are identified and are in concert with the project goals.	Nova		

<i>Item</i>	<i>Description</i>	<i>Responsible</i>	<i>Verified By</i>	<i>Date</i>
<b>Construction Phase</b>				
4.1	Update budget and schedule at each phase of the design and document modifications necessary to keep the project on track.	Nova		
4.2	Actively review all product submittals and shop drawings to confirm consistency with the design documents and the OPR.	Nova, Architect		
4.3	Review all materials and products as they are delivered to the site to confirm conformance with the approved submittals.	Nova, Architect		
4.4	Confirm that mock-ups, samples and first-in-place installations are constructed in a timely fashion as necessary to meet the project schedule goals. Coordinate timely inspections of each and document corrections needed and / or approvals.	Nova, Architect		
4.5	Conduct daily project quality job walks to review the work in place and confirm that it is in general conformance with the contract documents and all approved submittals / mock-ups / samples / first-in-place approvals. Document findings in daily reports and notify Contractor of any required corrections.	Nova		
4.6	Confirm accuracy of asbuilt documents on a weekly basis.	Nova		
4.7	Prepare a project closeout plan and begin the collection of all closeout documents throughout the course of the project.	Nova		
<b>Closeout Phase</b>				
5.1	Verify completion and receipt of all items in project closeout plan.	Nova		
5.2	Verify accuracy and completeness of asbuilt drawings.	Nova, Architect		



## NOVA EXPERIENCE

Nova Partners has extensive experience with the construction of library and community facilities throughout the Bay Area. Many of these projects listed below have similar elements to the Atherton Library Project. These experiences will be of much value in our role as Project Manager. Many of these library projects have been within residential communities, have had challenging site logistics, were extremely technical, and involved extensive site and offsite improvements.

We have a long history of joining the project team at the early stages of the project and providing management and support for planning and entitlements, development of the schedule and budget, LEED and sustainability goals, constructability, user and community coordination and outreach, value engineering, cost validation, and contractor selection/prequalification/bidding. Being involved at this stage helps us set the project up for success through the opening of the facility, and provides a means to meet the many challenges that occur during a project of this longevity and complexity. Below, please find a partial list of our relevant project experience along with a brief matrix summarizing our experience with local libraries.

Project profile sheets are included with additional project detail and photographs.

## RELEVANT PROJECTS

### 1. **City of Palo Alto College Terrace Library Seismic Upgrade & Rehabilitation and Day Care Center Renovation**

A City infrastructure project to renovate a 1936 historic 4,860 sf building housing the College Terrace Library and Palo Alto Community Child Care Center. The improvements included the upgrade of the building's seismic reinforcement, new electrical, heating and air conditioning systems, improved lighting, roofing, accessibility upgrades, painting and included major site work improvements of the adjacent Mayfield Park which surrounds the library.

*Client:* City of Palo Alto

*Work Performed:* Pre-construction services including constructability reviews, contractor prequalification and bid process oversight for lump sum delivery model, project scheduling, value engineering process, day-to-day construction management oversight and change order review.

*Total Project Cost:* Construction cost \$2.5 million

*Schedule:* Pre-Construction 2/09 – 6/09, Construction 7/09 – 8/10

*Client Contact Information:* Young Tran, Project Engineer  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301  
650.329.2271

Project was completed with savings, two months early, and without claims.

2. **City of Palo Alto Children’s Library Renovation and Expansion Project**

Renovation and Seismic retrofit of existing 1940’s, approximately 3,400 sf single-story, wood framed, historical building, including ADA, mechanical and electrical upgrades along with a newly constructed 2,900 sf Library wing. Work included demolition and interior improvements to the existing library interiors, new wing construction and improvements to the adjacent “Secret Garden” and associated site work.

*Client:* City of Palo Alto

*Work Performed:* Pre-construction services including constructability reviews, contractor prequalification and bid process oversight for lump sum delivery model, project scheduling, value engineering process, day-to-day construction management oversight and change order review.

*Total Project Cost:* Construction cost \$3.9 million

*Schedule:* Pre-Construction 9/05 – 4/06, Construction 5/06 – 12/07

*Client Contact Information:* Mark Sartor, Public Works Director  
City of Palo Alto  
250 Hamilton Avenue  
Palo Alto, CA 94301  
650.329.2271

Project was completed on budget, on schedule and without claims.

3. **City of Belmont Public Library and Belameda Park**

New one-story, 20,040 sf library. Work included demolition of an existing 5,584 sf library, construction of new 22,000 single-story library, site improvements and improvements to the adjacent Belameda Park.

*Client:* City of Belmont

*Work Performed:* Pre-construction services including estimating, design oversight, constructability reviews, contractor prequalification bid process oversight for lump sum delivery model, project scheduling, value engineering process, day-to-day construction management oversight and change order review.

*Total Project Cost:* \$10.9 million (construction budget was \$8.1 million)

*Schedule:* Pre-Construction 7/04 – 2/05, Construction 2/05 – 5 / 06

*Client Contact Information:* Thomas Fil, Finance Director  
City of Belmont  
1241 Ralston Ave.  
Belmont, CA  
650.595.7435

Project was completed on budget, on schedule and without claims.

4. **Castroville Plaza, Library & Child and Family Resource Center Project**

12,900 sf Library, 4,900 sf Child and Family Resource Center and 82,000 sf civic plaza and parking.

*Client:* Monterey County Redevelopment Agency

*Work Performed:* Design management, estimating / establish overall project budget, manage bid process for lump sum approach, project scheduling, value engineering process, all aspects of onsite construction management including change order review and project budget and closeout.

*Total Project Cost:* \$7.7 million (construction cost was \$6.0 million)

*Schedule:* Construction period 8/05 – 11/06

*Client Contact:* Jim Cook, Director of Redevelopment and Housing  
Monterey County Redevelopment Agency  
168 W. Alisal St., 3rd Floor  
Salinas, CA 93901  
831.759.2118

Project was completed on budget, on schedule and without claims.

5. **City of Cupertino Civic Center Project**

55,000 sf two Story Library, 6,300 sf Council Chambers / Community Hall and 42,000 sf civic plaza and parking

*Client:* City of Cupertino, Public Works Department

*Work Performed:* Design management, estimating / establish overall project budget, implement general contractor prequalification process, manage bid process for lump sum approach, project scheduling, value engineering process, all aspects of onsite construction management including project budget and closeout.

*Total Project Cost:* \$24.9 million (construction cost was \$19.25 million).

*Schedule:* Design: 12/01 - 10/02; Bidding: 11/02 – 1/03; Construction 1/03 – 11/04; completed one month early in 10/04

*Client Contact Information:* Terry Greene, Senior Architect (Retired)  
City of Cupertino  
650.799.1837

Project was completed on budget, on schedule and without claims.

**6. McHenry Library Addition and Renovation Project, UC Santa Cruz**

Phase 1 - Construction of approximately 120,000 SF new “state of the art” library facility, steel frame with precast exterior and site work improvements. Congested site within redwood forest. Phase 2 Renovations included ADA improvements and seismic reinforcement of the existing 115,000 sf library in a phased construction sequence.

*Client:* UCSC Physical Planning & Construction

*Work Performed:* Design management, preconstruction services including Contractor Prequalification and procurement, interim construction management services assisting UCSC project manager on an as need basis for Phase 1, coordination of UCSC internal user groups.

*Total Project Cost:*

- Phase 1 Addition - 42 million (construction cost was \$36 million)
- Phase 2 Seismic Retrofit – 26 Million (construction cost was 22 million)

*Schedule:* Preconstruction-Construction Phase 1- 10/2003 – 2/2007

Project was completed on time, on schedule and without claims.

*Client Contact Information:* Bret Caton, Project Manager (Retired)  
UCSC Physical Planning & Construction  
831.459.2407

Project was completed on budget, on schedule and without claims.

**7. West Valley Branch Library**

New 20,000 sf ground up library located in West San Jose. The library was completed in 2003 and is San Jose's first LEED Certified library. The facility has underfloor air distribution for increased comfort and energy savings. In addition to 30% less than T-24 energy use, the building uses 50% less irrigation water than a standard building.

*Client:* City of San Jose

*Work Performed:* Commissioning Authority

*Total Project Cost:* \$9,900,000 (Construction cost was 8.1 million)

*Schedule:* Fall of 2001 to spring of 2003

*Client Contact Information:* Domenic Onorato  
Public Works Dept  
Architectural Engineering Division  
200 East Santa Clara Street  
San Jose, CA 95113  
408.535.8407

Project was completed on budget, on schedule and without claims.

**ADDITIONAL INSTITUTIONAL PROJECTS****1. Stanford University Green Library Bing Wing**

Historic renovation and seismic upgrade of the 175,000 sf, original 1919 structure that was damaged in the 1989 Loma Prieta earthquake. The library housed over 678,000 volumes of books in 5 levels. Nova was engaged midway through the project to assist with general contractor claims and to provide construction management services to complete the renovation / seismic upgrade work.

*Client:* Stanford University, Capital Planning & Management / University Libraries

*Work Performed:* Cost consulting, project management, onsite construction management, document control, contract / budget management, claims negotiation

*Total Project Cost:* \$53+ million (construction cost was \$39.1 million)

*Schedule:* Nova engaged during construction: 12/97 – 8/99; construction completed 2/99

*Client Contact Information:* Michael Keller, University Librarian  
Cecil H. Green Library  
Stanford, CA 94305  
650.723.5553

Karen Nagy, School of Humanities and Social Sciences  
586 Junipero Serra Blvd.  
Stanford, CA 94305  
650.723.4472

Project completed to client's satisfaction due to the litigious nature of the project at the time Nova was engaged. Soft opening 8/99, formal dedication 10/99. Nova negotiated resolution between Stanford University and N.L. Barnes Construction

**2. Stanford University Green Library East – Information Center**

Full renovation of the 1st level of the Green Library East Wing on the Stanford University campus to create a technology environment that allowed users to navigate printed and online information resources available in the library system. The 30,000 sf project consisted of new service and reference desks, kiosk computer stations, computer-based instructional classroom, shelving for current periodicals, reference collection space, staff offices and reading areas

*Client:* Stanford University, Capital Planning & Management / University Libraries

*Work Performed:* Design management, preconstruction, construction management, document control, contract / budget management, coordination of Stanford University resources

*Total Project Cost:* \$2 million (construction cost was \$1.2 million)

*Client Contact Information:* Michael Keller, University Librarian  
Cecil H. Green Library  
Stanford, CA 94305  
650.723.5553

Karen Nagy, School of Humanities and Social Sciences  
586 Junipero Serra Blvd.  
Stanford, CA 94305  
650.723.4472

Project completed and opened 2 days ahead of schedule for fall classes, was on budget, and without claims.

## **ADDITIONAL CLIENT CONTACTS**

Melinda Cervantes  
Santa Clara County Librarian  
14600 Winchester Blvd.  
Los Gatos, CA 95032  
408.293.2326  
[melinda.cervantes@lib.sccgov.org](mailto:melinda.cervantes@lib.sccgov.org)

	<b>Green Library East</b>	<b>Cupertino Library &amp; Civic Center Plaza</b>	<b>San Jose Library</b>	<b>Belmont Library</b>	<b>Castroville Library &amp; Castro Plaza</b>	<b>Palo Alto College Terrace Library</b>	<b>Gilroy Library</b>	<b>Palo Alto Children's Library</b>
								
<b>Client</b>	Stanford University	City of Cupertino	City of San Jose	Town of Belmont	County of Monterey	City of Palo Alto	City of Gilroy	City of Palo Alto
<b>Project Size</b>	175,000 sf	100,000 sf	20,000 sf	21,000 sf	12,000 sf	4,800 sf	53,000 sf	6,300 sf
<b>Completed</b>	1999	2004	2003	2006	2006	2010	2012	2008
<b>Project Description</b>	Historic renovation of existing library building	Demolition of existing library and construction of new library and council chambers	San Jose's first LEED Certified Library	Demolition of existing library and construction of new library and playground/park	Manage new 12,000 sf library, 5,000 sf resource center and 125,000 sf public plaza	Renovate and seismically upgrade the historic structure originally built in 1936	Demolition of existing library and construction of new 53,000 sf Public Library – LEED Platinum	Renovation of 3,400 sf and addition of 2,900 sf of reading and stack space
<b>Project Cost</b>	\$53,000,000	\$37,000,000	\$7,900,000	\$12,000,000	\$7,100,000	\$3,000,000	\$34,000,000	\$3,700,000
<b>Services Provided</b>	Project and Construction Management Services	Project and Construction Manager for Pre-construction and construction phase	Project and Construction Management and Commissioning	Project and Construction Management Services	Project and Construction Management Services	Project and Construction Management Services	Project and Construction Management Services	Project and Construction Management Services
<b>Client Contact Information</b>	Michael Keller University Librarian Green Library Stanford University, CA 650.723.5553 Michael.Keller@stanford.edu	Terry Greene Senior Architect City of Cupertino 650.799.1837	Domenic Onorato Public Works Dept 200 East Santa Clara St San Jose, CA 95113 408.535.8407	Thomas Fil Belmont Controller City of Belmont 1241 Ralston Ave. Belmont, CA 650.595.7435	Jim Cook Monterey County Redevelopment Agency 168 W. Alisal St., 3rd Floor Salinas, CA 93901 831.759.2118	Young Tran Project Engineer City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 650.329.2271	Rick Smelser City Engineer / DPW 7351 Rosanna Street Gilroy, CA 95020 (408) 846.0260 rick.smelser@ci.gilroy.ca.us	Mark Sartor Public Works Director City of Palo Alto 250 Hamilton Avenue Palo Alto, CA 94301 650.329.2271

## Monterey Bay National Marine Sanctuary Santa Cruz, CA



The Monterey Bay National Marine Sanctuary Visitor Center is being developed under a cooperative agreement between the City of Santa Cruz and the National Oceanic and Atmospheric Administration (NOAA). This 10,600 sf two-story building at the Santa Cruz waterfront will contain interactive exhibits, classrooms, office space, and a gift shop supporting the educational mission of the Sanctuary program.

Nova Partners was engaged as the City's project manager at the start of schematic design and has overall responsibility for management of the budget and schedule, as well as for coordinating the individual design efforts for the building, site, and interpretive exhibits.



With a goal of achieving LEED "Silver" certification, the building has been designed with a number of sustainable features, including natural ventilation, rainwater collection, significant natural lighting, and more. Nova is also managing the review process that is being undertaken by the Union Pacific Railroad and the California Public Utilities Commission because an active railroad passes through the site.

### Project Facts

Architect: Thomas Hacker

Contractor: TBD

Size: 10,600 SF

Value: \$14,000,000

Complete: Estimated 2010





### City of Palo Alto, College Terrace Library Palo Alto, CA

The College Terrace Library project was to renovate and seismically upgrade this historic structure originally built in 1936. The existing one story 4,800 SF wood-frame and stucco building is a Spanish Eclectic Revival style building. The library is in a City park and the exterior has prominent arches, covered porches, arched windows and red clay tile roofing. The interior has vaulted wood ceilings with exposed wood beams, built-in book shelves and decorative ironwork.



A key project challenge was to maintain the historical features while upgrading the structure seismically. The upgrade of the landscape to native-California plantings and trees ties the entire structure to the park setting, along with site improvements to the adjacent Mayfield Park. The project also included renovations to the existing Child Care facility. Nova worked closely with the Palo Alto Community Child Care services to move into temporary spaces, coordinate all improvements and help to obtain their State certification.



Nova Partners was engaged to provide project management services during the preconstruction and construction phases. Nova worked directly with the City of Palo Alto Department of Public Works, Architect and General Contractor to ensure that the facility maintained the historical integrity and character. The overall project was completed within the budget and timeframes established at the onset of the project.

<u>Project Facts</u>	
Architect:	The KPA Group
Contractor:	Barry Swenson Builder
Size:	4,800 sf
Project Cost:	\$3,000,000
Complete:	August 2010





City of Palo Alto, Children's Library  
Palo Alto, CA

The City of Palo Alto's Children's Library, originally designed by noted local architect Birge Clark, was first opened to the public in 1940. The single-story, historic structure encompassed 3,400 sf. The renovation and expansion project maintained the historic qualities of the building, while adding approximately 2,900 sf of additional space for reading areas, book shelving, and children's activities.



Nova Partners provided pre-construction services, construction management, and project close-out services to the City of Palo Alto Public Works Department.

The existing structure underwent a seismic upgrade, replacement of heating, plumbing, and lighting systems, addition of air conditioning, and the repair of the historic tiled roof. The new HVAC system features an underground geothermal loop heat exchange system that utilizes the constant temperature of the earth, with piping running through 20 400'-deep bore holes, to heat and cool the building. The Secret Garden behind the library that is shared with the Children's Theater, was also renovated with new landscaping, including a new lawn, irrigation system, and a rebuilt brick wall.



<u>Project Facts</u>	
Architect:	Architectural Resources
Contractor:	BRCO Constructors
Size:	6300 sf
Project Cost:	\$3,700,000
Construction:	\$2,300,000
Start Date:	April 2006
Complete:	July 2007



## ***Belmont Library Belmont, CA***

Belmont is a suburban city of approximately 26,000 people in the San Francisco Bay Area, situated halfway between San Francisco and San Jose.

This project involved the demolition of the existing 5,584 sf library that had been built in 1960, the construction of a new one-story public library of approximately 21,000 sf, site work improvements, and an adjacent new children's playground, Belameda Park. The new library includes children's story-time and reading-room areas, study rooms, computer technology, a café, a community meeting hall, and an outdoor amphitheater to serve projected city needs for the next two decades. Sustainable design elements were an integral part of the project, which was constructed within and around existing oak trees.



Nova Partners was engaged early in the project to provide project management oversight during the preconstruction and construction phases. Nova worked directly with the City of Belmont and the San Mateo County Library staff to ensure that the facility was constructed to meet the goals of the community.

The overall project was successfully completed within the budget and schedule established at the onset of the project.

### **Project Facts**

**Architect:** Field Paoli Architects  
**Contractor:** Gonsalves and Stronk  
**Size:** 21,000 sf  
**Project Cost:** \$15,700,000  
**Construction:** \$12,000,000  
**Start Date:** July, 2004  
**Complete:** June, 2006





## Cupertino Civic Center and City Center Park Cupertino, CA

The Cupertino Civic Center project consisted of multiple components, including a new, state-of-the-art 55,000 sf library, a 6,300 sf community hall facility with new council chambers, a new 42,000 sf civic plaza, and a parking area.

Nova Partners was engaged as construction manager for the project. During the preconstruction and design phases, Nova provided cost estimating services, budget reconciliation, scheduling preparation, and overall project management oversight. Nova also led the team managing the bidding qualification process.



During the construction phase, the Nova team was responsible for all aspects of the project, including schedule and budget management, document control, and managing mechanical, electrical, and plumbing coordination. Nova also provided contract administration and cost tracking services along with overall project management.



Located on a major artery in the heart of Cupertino, the City Center Park features high-profile site work improvements, such as a number of water elements, intricate trellis structures, and high-end hardscape/landscape upgrades. Sustainable design concepts were used throughout the project.

### Project Facts

Architect: SMWM  
Contractor: Swinerton Builders  
Size: 100,000 sf  
Project Cost: \$37,000,000  
Complete: November 2004





## West Valley Branch Library San Jose, CA

City of San Jose—West Valley Branch Library is a stylish, award winning branch library located at 1243 San Tomas Aquino Road in San Jose, CA. This ground up project is San Jose's first LEED® Certified library. The building was designed and constructed to use 30% less energy and 50% less irrigation water than standard buildings.



The 20,000 sf project, completed in 2003, was approved under the San Jose City Council's Green Building Policy and constructed through the collaboration of three City Departments—Public Works, the Library system, and Environmental Services. The distinctive facility was designed by Quigley & Associates from Los Angeles. The mechanical system was designed by C&B Engineering from San Francisco.

The facility has underfloor air ducts for increased comfort, control and energy savings. The mechanical, electrical and lighting control systems were fully commissioned following the LEED® Guidelines. Commissioning of the environmental and atmosphere systems was performed by Jesse Smith.



<u>Project Facts</u>	
Architect:	Quigley & Associates
Contractor:	West Bay Builders
Size:	20,000 sf
Cost:	\$7,900,000
Start:	2001
Complete:	2003

## Stanford University



### Green Library Historic/Seismic Renovation Stanford, CA

Originally designed and constructed in 1919 by the prominent San Francisco architectural firm Bakewell & Brown, Green Library stands as one of the oldest structures on the Stanford University campus. Heavily damaged during the 1989 Loma Prieta earthquake, the building required seismic reconstruction of its existing steel structure while maintaining its original historical character.



This renovation project transformed the 80 year old facility into a state-of-the-art library while preserving the Romanesque architectural theme. Nova Partners provided construction management services throughout the course of the project while managing the overall project budget. In addition, Nova was responsible for managing the fit up of the interior spaces, including the procurement of the interior furnishings.

The library houses over 678,000 books, many of which date back to the late 1800's. The building features five levels of administrative offices, book storage, intimate reading spaces, and multimedia conference rooms. In addition, the basement was retrofitted to house the library's most precious collectibles. The total project included approximately 175,000 sf of historical renovation space valued at \$53 million.



The project architect was Fields and Devereaux with input from the historical architectural preservation firm Brayton and Hughes.

*"The 175,000 sf Green Library was a \$53M seismic and historic rehabilitation project on the Stanford campus. Nova was retained as our construction manager to manage the overall project, including the fit-up and activation of the library. Nova's role was to assure that the project would be completed at the levels of quality, cost, and schedule per the high demands that this state-of-the-art facility and Stanford required. This project had serious budget and contractor problems that arose from my predecessor's structure of the contracts. Nova successfully redirected the contractor and architect toward a satisfactory completion in spite of many serious problems that preceded Nova's involvement. We appreciate Nova's hard work to help tame one of our most difficult projects. The successful completion of Green Library could not have happened without Nova's efforts."*

*Michael Rosenthal, Associate Vice Provost, Stanford University*

#### Project Facts

Architect: Fields & Devereaux

Contractor: N. L. Barnes

Size: 175,000 sf

Value: >\$53,000,000

Completed: 1999

## Monterey County Redevelopment Agency



### **Castroville Library, Child and Family Resource Center, & Castro Plaza, Castroville, CA**

The County of Monterey Redevelopment Agency engaged Nova Partners to manage its new 12,000 sf library, 5,000 sf resource center, and 125,000 sf public plaza project from start to finish. The most recent addition to the Monterey County Free Library system, the entire site is one city block situated near Merritt Street in downtown Castroville.



Nova's role included managing all aspects of the project, from grant writing for a \$3.1M bond from the State of California Office of Library Construction, to budgeting, design management, scheduling, obtaining approvals, and managing construction, fit-up, and move-in. The CM-Multiple Prime approach was used as the construction delivery method.



The goal of this new facility was to provide the community of Castroville with a central point for access to free educational materials, media, classes, and programs for children and adults, and to support migrant education. By providing an on-site child and family resource center, which is managed by Head Start, the Redevelopment Agency enables adults with children to fully utilize the facility and take advantage of its many resources.



#### Project Facts

Architect: Paul Davis Partnership & Sol Munoz and Assoc.

CM: Ausonio Inc.

Size: 17,000 sf Library & Resource Ctr.  
125,000 sf Public Plaza

Value: \$7,100,000

Complete: 2006



# SECTION 5

Work Plan



## WORK PLAN

Below is a detailed summary of the tasks we anticipate as part of the Project Management role and considering the scope provided in the Request for Proposals. The overall duration is based on the requirements established during the RFP period. We recognize that a list such as that below is not exhaustive and cannot capture every activity that will be necessary during each phase. Nova is committed to providing the service that the Town requires in order to deliver the project, and thus considers the below a high level summary.

### A. Preliminary Budgeting, Scheduling, and Process Validation

- Meet with the Town and project stakeholders
- Prepare a concept construction cost estimate based on project site, anticipated project features, and other available criteria
- Define and evaluate goals and risks
- Develop a detailed draft budget and schedule for presentation to the Town
- Revise budget and schedule as needed
- Establish reporting requirements

*Estimated Duration:* 1 month

*Estimated Hours:* 40

### B. Architect Selection

- Review and comment on the Architectural Request for Proposals, if supported by timing and as requested by the Town. We understand that the Design Architect RFP will be prepared by the Town.
- Recommend and develop a scoring criteria for the RFP responses received.
- Assist the Town in reviewing and scoring the RFP responses and develop the short list to be interviewed
- Manage the interview process
- Assist the Town in negotiating fees and engaging the successful firm
- Provide reporting on the process and outcome

*Estimated Duration:* 2 months

*Estimated Hours:* 120

### C. Design and Project Approvals

- Work closely with Town staff to support the project approvals process. Manage the work by other consultants engaged to support specific approvals.
- Develop the Owner's Project Requirements (OPR)
- Manage the design process by developing, in conjunction with the design team and stakeholders, the design milestones and keeping the process on track.
- Manage the permitting process including calling out drawing submission dates on the project schedule to ensure visibility to these milestones.
- Provide input on LEED and other sustainability goals for the project
- Develop recommendations and alternatives for proposed project features based on anticipated costs, tradeoffs, and other impacts.
- Provide comments and analysis regarding design (from a construction perspective) and construction details and methods. Provide recommendations for value engineering and analysis of building systems from an initial cost and on-going operating cost perspective.
- Document and Constructability review. Review plans, working drawings, and specifications for completeness, consistency with intent, and conformance with budget. We will coordinate with the A/E team to ensure the documents are coordinated and take into consideration existing building conditions.
- Identify opportunities to accelerate the project through innovative program and project phasing.
- Work with the project stakeholders to ensure that the programming requirements are being fulfilled
- Review cost estimates at each Design phase milestone and provide an independent analysis of both probable construction costs and overall project costs.
- Coordinate with all key project team members on an as need basis and assist Town Staff with instructions to bidders to ensure completeness of bid documents
- Develop Site Logistics Plan for inclusion in Bid Documents

*Estimated Duration:* 6 months

*Estimated Hours:* 480

### D. Contractor Engagement

- Review and create the "Instructions to Bidders" to confirm that the approved project schedule has been included. This would confirm the subcontractor's commitment to the project schedule. This would assure the Town that the scope that is required will be built in the agreed upon time frame.
- Recommend the application of a General Contractor Prequalification process and prepare documents for review and solicitation. This was employed on many of our library projects with great success.

- Participate in a pre-bid conference with the design team that will allow the bidders and subcontractors the opportunity to ask questions they may have relative to the bid documents. The design team will be able to explain the project requirements in more detail as questions arise.
- Review bids to understand the General Contractor's and subcontractors' proposed price as well as their inclusions and exclusions. This is a crucial step toward being assured that the proposals actually contain the entire scope of the project (through either the buy-out process or through carrying the proper contingencies / allowances to cover items not captured during the buy-out).
- Discuss, advise, and assist in the pre-purchase of long lead items.
- Review and approve GC schedule of values.

*Estimated Duration: 2 months*

*Estimated Hours: 160*



# SECTION 6

## Team Resumes

## ORGANIZATIONAL CHART



## David Marks

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David offers a diversity of construction project management experience, ranging from micro electronic, manufacturing, corporate headquarter and institutional facilities to seismic upgrade and historical renovation projects. Prior to joining Nova, David worked as a Senior Project Manager at one of the Bay areas largest General Contracting firms. He has been responsible for some of the largest and most challenging projects in both the private and public sectors. David managed pre-construction (estimating, bidding, contractor prequalification and schedule preparation) and overall jobsite management (budget, schedule and quality control) of the following projects:

- **City of Palo Alto College Terrace Library, Palo Alto, CA.** Project Executive for renovation and seismic upgrade to a 1936 existing Library and Pre-school facility. Project consisted of demolition of select building finishes, seismic upgrade to existing building structure, interior preservation of historical finishes, ADA upgrades, M/E/P upgrades and site improvements and preservation to an adjacent historical park. Responsible for leading the Preconstruction and Construction Services effort though project move in. Project budget was 3 million dollars and was completed in August 2010.
- **San Rafael Corporate Center, San Rafael, CA.** Senior project manager for construction of two shell and core office buildings totaling 156,000 sf and a 121,000 sf parking structure. The owner of the project is Seagate properties of San Rafael, California. This project will be certified LEED gold. Project budget is over \$85M; complete June 200
- **Marin Health and Wellness Campus, San Rafael, CA.** Project executive for a five building 75,000 sf major renovation to house Marin County community health and wellness programs. The buildings house a variety of office space, community program space, labs and medical exam rooms. The campus achieved a LEED gold rating while maintaining both budget and schedule. The project was a joint venture between the County of Marin and Seagate properties. Cost \$65M; complete November 2008.
- **Meadow Club, Fairfax, CA.** Senior project manager for historical renovation and seismic retrofit of existing 15,000 sf clubhouse built in 1920 with new pool complex. Project includes extensive site improvements. Cost \$17M; complete 2008.
- **Physical Sciences Building, University of California, Santa Cruz.** Project executive for takeover / completion of 125,000 sf research, office, laboratory and classroom space. Responsible for overall coordination of work to complete the project. Cost \$60M; complete 2006.
- **Tiburon Peninsula Club, Tiburon, CA.** Renovation of a new Tennis and Swim Club facility including a new 10,000 sf Clubhouse, 5,500sf Tennis pavilion/locker room facility and 3,000 SF fitness center. Project includes 12 acres of extensive on site and off site improvements including new pool and Tennis courts. Cost \$8M+/-; complete 2006.
- **Belmont Library and Belameda Park Project, City of Belmont, CA.** Construction of new 20,400 sf library, including demolition of existing, hazardous material abatement, extensive site work improvements and new park. Construction Manager through design and construction phase of work. Responsible for bidding and contractor qualification, schedule preparation and management, budget management, document control and daily construction management services. Cost 10.8 million dollars. Complete 2005.



Marin Health & Wellness Campus



Belmont Library



Cupertino Civic Center Project

## David Marks, continued



Altera Corporate Headquarters



Stanford University Green Library West



Intel Corporation Campus

- **Cupertino Public Library, Community Hall and Civic Center Project, City of Cupertino, CA.** Construction of a new 53,000 sf library, 6,500 sf Community Hall / council Chambers facility and 90,000 sf of site improvements. Project Manager for multiple projects, from design through construction. Responsible for bidding and contractor qualification, Cost estimating and reconciliation, establish overall project budget and budget management through completion of project, schedule preparation and management, document control and on-site construction management. Complete 2005. Cost \$25 million dollars.
- **Cupertino Sports Center and City Center Park, City of Cupertino, CA.** Renovation of existing Sports Facility and construction of a new 40,000 SF Public Park. Project Manager for multiple projects, from design and preconstruction through construction. Complete 2005. Cost \$5M
- **University of California, Santa Cruz, CA.** Project Manager for multiple projects on the UC campus. Responsible for bidding and prequalification process for \$40M Infill Housing and the \$45M Engineering Building projects. Construction project manager for Hagar Court residential renovations and Family Student Housing seismic upgrades.
- **Altera Corporation Headquarters, San Jose, CA.** 650,000 sf/ 2-to 4-story R&D/ Office campus with 740 car garage. Cost \$150M. Completed initial phase in 1997 with final completion in 2001. Role included site negotiations, entitlements, budget management, design, construction management, and cost tracking.
- **Stanford University Green Library West, Stanford, CA.** 175,000 sf historical renovation and seismic retrofit of 175,000 sf of library space originally built in 1919. Also responsible for fit-up and activation of library space. Cost \$52M+/-; Complete in 1999.
- **Pepsi Cola Bottling Plant, Hayward, CA.** 320,000 sf automated bottling/distribution center with off-site road improvements. Cost \$22M+/-; Complete 1994.
- **Arterial Vascular Engineering (AVE) Building B, Santa Rosa, CA.** Construction of a new 3-level, 140,000 sf validated biotech/R&D/manufacturing facility with basement, steel-frame structure and site improvements on a 5-acre campus. Cost \$25M+/-; Complete 1998.
- **Autodesk, San Raphael, CA.** 120,000 sf, 4-story corporate headquarters office facility including full-scale cafeteria and multimedia spaces/labs. Cost \$12M; complete 1994.
- **Intel Corporation Campus, Santa Clara, CA.** Construction of a 4-building research and development, manufacturing and office campus, including a Class 1 & 100 microelectronics clean room/test floor facility and parking garage. Cost \$115M+/-; Complete 1991–1993.

David holds a B.S. in Construction Engineering from Arizona State University.

## Chris Thompson



Chris brings a diverse background in technology and project management to the Nova team. Since joining Nova, he has completed numerous projects of varying scope in the roles of project engineer and project manager. Chris has been responsible for planning, design, preconstruction, and construction management of complex assignments, including projects requiring extensive community outreach and user group coordination.

Chris has been responsible for the management of schedule, cost, and quality on projects including:

- **Monterey Bay National Marine Sanctuary Visitor Center, City of Santa Cruz.** Project manager for design of new 11,000 SF visitor center on Santa Cruz wharf with marine exhibits, classrooms, office space, gift shop, and other public amenities. Project includes sustainable design features including natural ventilation, rainwater collection system, and graywater circulation piping with a target of a LEED™ “Silver” certification. Cost \$13M.
- **Physical Sciences Building, University of California, Santa Cruz.** Project manager for takeover of 125,000 sf research, office, laboratory and classroom space. Responsible for overall coordination of work to complete the project. Cost \$60M.
- **Kresge College R-7 Alterations, University of California, Santa Cruz.** Project manager for alterations to 6,000 sf mixed-use student housing and university office facility, with overall responsibility for planning, budget, design, estimating, scheduling, and construction management. Cost \$1.2M.
- **Cupertino Civic Center and Sports Center, Cupertino, CA.** Project engineer for multiple projects, through design, preconstruction and construction. Cost \$30M.
- **Hagar Court Apartments, University of California, Santa Cruz.** Project manager for improvements to convert 50 units of rental housing to for-sale faculty and staff housing, including overall coordination and management of construction under multiple prime contracts. Cost \$3M.
- **Family Student Housing, University of California, Santa Cruz.** Project manager for site and building condition assessment, rehabilitation project cost model, and prototype renovations at 199-apartment student housing complex. Concept cost \$36M.
- **Mission Bay Campus Building 19b, University of California, San Francisco.** Project engineer for 171,000 sf, five-level developmental biology and genetics facility with laboratory, research, and office space. Cost \$62M.
- **Broadway Streetscape Improvement Project, Burlingame, CA.** Assistant project manager for construction of sidewalk area improvements including extensive community outreach. Cost \$1M.
- **Stanford School of Medicine, Stanford, CA.** Project engineer for narcolepsy and sleep research laboratory with animal research and surgery facilities. Cost \$1.2M.

Chris holds a B.S. in Electrical Engineering and an M.S. in Construction Engineering and Management, both from Stanford University. He is a LEED Accredited Professional (LEED AP) and is fluent in Spanish.



UCSC Physical Sciences Building



UCSC Hagar Court Apartments



Broadway Streetscape Improvements Project

## Dennis Coonan



Dennis has a strong background in finance and accounting for construction projects. Dennis provides financial services to Nova's clients including: establishing and maintaining detailed project budgets; project cost tracking and budget variance analysis; creating and updating cash flow projections; assisting with funding issues; and performing financial analysis. All project financial reports are customized for each project to meet the specific needs of the individual client.

Dennis earned his CPA license from the State of California and spent five years working for a Certified Public Accounting firm. He also spent five years as the controller for a private corporation and three years managing the accounting for a grading and paving contractor.



State Compensation Insurance Fund, Vacaville



The Meadow Club, Fairfax



Morgan Hill Indoor Recreation Center

- **Adobe Systems, San Jose, CA.** Provided financial analysis for 3mW fuel cell project including cash flow, incentive calculations, depreciation, IRR, NPV, and simple payback for numerous iterations in order to obtain project approvals, and support the project team.
- **The Clorox Company Global Corporate Headquarters and Testing Center, Oakland, CA.** Complete demolition and remodel of three floors within the 24 story high rise building, replacement of the roof, remodel of the plaza, remodel of the outdoor escalators and canopies, upgrades to the fire and life safety system, and numerous ongoing projects at the company's testing center. Responsibilities include monthly management of detailed individual project budgets as well as cumulative summary budget reports totaling over \$23 Million. Both budgets and cost tracking were allocated between capital and expense per the company's accounting policies.
- **State Compensation Insurance Fund.** Concurrently provided purchase price analysis, monthly detailed budget management, cost tracking and cash flow projections for three separate projects, Redding District Office, Northern California District Office in Vacaville, and the Pleasanton Campus.
- **The Meadow Club, Fairfax, CA.** Historic renovation and seismic retrofit of existing 15,000 sf clubhouse, 6,000 sf golf house, and a new pool complex. Responsibilities include monthly management of \$17M budget, cost tracking, debt service projections, and cash flow projections. The financial package included reports for the total project and the three separate components.
- **Morgan Hill Indoor Recreation Center, Morgan Hill, CA.** Construction manager for City's new 52,000 sf indoor recreation center. Role includes on-site management of construction operations. Project features full-size gymnasium, aerobics studio, fitness studio, youth, teen & senior centers, multipurpose room, locker room facilities and a 3,500 sf indoor multi-use swimming pool with 30' tall slide. Cost \$27M; complete 2006.
- **Monterey County Government Center, Salinas, CA.** New administration building and renovation of 3 existing buildings totaling 300,000 sf at a cost of \$120M. Responsible for budget and cost tracking system tailored to provide tracking against available funding sources (COP's, sub project funds and general funds), provide fiscal year budgets for total project and each building and phase.

Dennis holds a Bachelor of Science in Business degree from Santa Clara University as well as a Certified Public Accountant license.



## Town of Atherton

### **CITY COUNCIL STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER**

**FROM: MICHAEL KASHIWAGI, PUBLIC WORKS DIRECTOR**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS AND  
AUTHORIZATION TO ADVERTISE FOR THE 2012 PARK  
PAINTING PROJECT**

#### **RECOMMENDATION:**

Approve the plans and specifications and authorize advertisement for bids for the 2012 Park Project No.56054.

#### **INTRODUCTION:**

The FY 2011-2012 adopted General fund supplemental budget includes funds for painting of the Carriage House and City Managers Residence at Holbrook-Palmer Park. This project entails preparation, painting and clean-up of these structures. There is a possibility that for the budget allotted to these tasks, it may be possible to also paint the Water Tower at the park. The Water Tower will be named as an add-alternate should there be sufficient funds to perform the work on all three buildings.

The 2012 Park painting project is budgeted for in FY 2011-12. The Park painting project plans and specifications are ready to be advertised for construction.

#### **FISCAL IMPACT:**

Funds from the General budget for a total of \$40,000 are budgeted for this project in FY 2011-12. The engineers estimate for painting of the Carriage House and City Managers House is \$25,000, leaving the possibility of performing painting of the Water Tower, which is in need.

Bids will be received for the project, with the Carriage House and City Managers Residence being the main tasks and the Water Tower being an add-alternate task. If there are insufficient funds to perform all three tasks, the add-alternate task (Water Tower) will be dropped until funding is programmed next year.

Prepared By:

Approved:

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Michael Kashiwagi, P.E.  
Public Works Director

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Theresa DellaSanta  
Interim City Manager

Attachments:



**Town of Atherton  
Office of the City Manager  
91 Ashfield Road  
Atherton, California 94027  
Phone: (650) 752-0500  
Fax: (650) 614-1212**

## **ITEM 19**

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April 3, 2012

Fellow Community Leaders

I am writing to you as a fellow member agency of the JPA with the South Bayside Waste Management Authority. As you know the SBWMA operates a \$40M business which our residents are funding. The SBWMA operates under a board which is comprised of designated Town or City staff members appointed by each Council.

Over the last year many of our communities have been faced with substantial rises in costs and fees. This has been the result of policy decisions and corresponding costs and contracts agreements to implement those decisions. While most of these decisions have gone to the Board, many communities were not fully briefed as to the impact of these decisions with regard to the costs the residents would have to bear as a result of these choices.

As many of the elected officials have found, the tax/rate payers hold the elected officials, and not the Town staff responsible for these rate hikes. As such, I requested the SBWMA allow each member agency to appoint, as its board member, a resident of its choosing, or a Council member if it prefers. Obviously it would be in the best interest of each community to appoint such a person with some knowledge of refuse processing, but again, it should be the choice of those who are being held accountable to the residents and not necessarily a staff member who may not even live in the represented community, or in a community served by the SBWMA. Additionally, such staff members may not have the time to regularly attend such meetings at all.

Today, the JPA does not allow member agencies the flexibility to make its own choice on how to proceed. Despite a clause which allows flexibility to make a substitute on occasion, the Executive Director and the SBWMA counsel interpret the agreement as a strict assignment of the staff members so designated in Article 8 of the agreement.

I believe this should be changed to allow each community to designate its own representative. To make this change the JPA will need to be amended with support of eight of the twelve member agencies. I am looking for your support in making such an amendment. Accordingly, I request you consider asking for Council support on

requesting such discretion at the hands of the elected. I intend to do the same here and am confident that Atherton will be supportive.

If you agree, I would appreciate your indicating the timing of your Council considering such action which would result in a support letter on behalf of your Mayor, which would be then presented to the SBWMA.

Again, moving in this direction does not force a Board member change from your community should you not desire one. It merely allows communities who wish one to make a change without restrictions.

Thank you for your consideration, feedback and support.

Sincerely

Bill Widmer  
Mayor



## Town of Atherton

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL  
THERESA DELLASANTA, INTERIM CITY MANAGER**

**FROM: DEBRA AUKER, INTERIM FINANCE DIRECTOR  
WILLIAM CONNERS, CITY ATTORNEY**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: INTRODUCTION OF PURCHASING ORDINANCE TO AMEND  
CHAPTER 3.16 OF THE ATHERTON MUNICIPAL CODE AND ADOPT  
PURCHASING RELATED RESOLUTIONS**

**NOTE – Draft Purchasing policy will be made available on Monday evening, April 16<sup>th</sup>.**

### **RECOMMENDATION**

Introduce Purchasing Ordinance amending Chapter 3.16 of the Atherton Municipal Code establishing purchasing policy for goods and supplies, equipment, professional and nonprofessional services and public works contracts.

Three votes are required to introduce the Ordinance. A second vote, scheduled at least ten days from the date of this meeting, is required to pass the ordinance.

It is also recommended that the Council adopt the attached resolutions:

1. Approve resolution establishing purchasing policy amount limits as required in Chapter 3.16 of the Atherton Municipal Code
2. Approve resolution electing to become subject to the Uniform Public Construction Cost Accounting Procedures

### **DISCUSSION**

The Town adopted the current purchasing system, Chapter 3.16 of the Atherton Municipal Code, in 1994. The purpose of the purchasing system is to establish efficient procedures for the

purchase of goods and supplies, equipment, professional and nonprofessional services to ensure lowest possible cost with quality needed and transparency.

As you are aware, with the passage of time it has become necessary to rewrite and update Chapter 3.16 to better reflect the changes in Town operations and to add clarity to the municipal code. Staff presented Council with a draft ordinance in July 2010. The City Council referred it to the Audit Committee for review. The members of the Audit Committee, especially Bill Widmer, have spent several hours reviewing, discussing and developing language to consider in the revised purchasing ordinance. The majority of these comments are included in attached proposed ordinance (See Exhibit A). The attached ordinance will revise the current Chapter 3.16 in its entirety. The main objectives to be included in the revised ordinance include: providing checks and balances for the spending of public funds, requiring proper authorizations, clarifying the duties of the purchasing officer, addressing the requirements for surplus assets and inventories, enhancing the requirements for public works projects, adherence with the California Government Code for general law cities and implementation of best practices.

## **DISCUSSION**

Staff has provided a summary of significant changes below.

The Ordinance will set the purchasing policies and require that the purchasing amount limits be set by resolution of the City Council. Therefore, staff has prepared a resolution setting amount limits as outlined in the chart below (See Attachment 2).

The Ordinance also states that the Town has elected to become subject to the Uniform Public Construction Cost Accounting Procedures; therefore, staff has attached a resolution (See Attachment 3) approving such election. The resolution refers to the following State code section:

*PUBLIC CONTRACT CODE SECTION 22030.*

*This article applies only to a public agency whose governing board has by resolution elected to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010) and which has notified the Controller of that election. In the event of a conflict with any other provision of law relative to bidding procedures, this article shall apply to any public agency which has adopted a resolution and so notified the Controller.*

Recently the California State Controller has provided information related to the benefits of this election (See Attachment 4). Additional information related to this program can be found at: [http://www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html) and <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pcc&group=20001-21000&file=20160-20175.2>

The Audit Committee and the Mayor reviewed the purchase amount limits and their recommendations are included in the attached resolution. However, it is important to point out that based on our research, staff recommended limits greater than the limits recommended by the Audit Committee. Staff has attached survey data (See Attachment 5) for Council to consider either now or in the future in order to keep up with current best practices.

Procurement requirements, approvals and procedures are broken down into three sections:

1. Procurement of goods and supplies, equipment, and nonprofessional services.
2. Procurement of professional services
3. Procurement of public works contracts

The City Manager remains as the Purchasing Officer for the Town and the purchasing authority limits are as follows:

<b>Type</b>	<b>Staff Proposed Limits</b>	<b>Audit Committee's Recommended Limits</b>	<b>Current Limits</b>	<b>Approval Requirements</b>
<b>Goods, supplies, equipment, materials and nonprofessional services</b>				
Purchase Order Required	\$1,000	<b>\$1,000</b>	\$750	Department Head and Finance Director
Open market procedures-three informal quotes recommended	Up to and including \$10,000	<b>Up to and including \$5,000</b>	Up to and including \$5,000	Purchasing Officer and Finance Director
Informal procedures-three written quotes required	\$10,001 to \$50,000	<b>\$5,001 to \$15,000</b>	\$5,001 to \$15,000	Purchasing Officer and Finance Director
Formal procedures	Greater than \$50,000	<b>Greater than \$15,000</b>	Greater than \$15,000	<b>City Council,</b> Purchasing Officer and Finance Director
<b>Professional Contract Services</b>				
Open market proposals	Up to and including \$5,000	<b>Up to and including \$1,000</b>	Up to and including \$750	City Manager and Finance Director
Informal proposals-three informal proposals desired	\$5,001 to \$25,000	<b>\$1,000 to \$15,000</b>	\$750 to \$15,000	City Manager and Finance Director
Formal proposals- <i>Request for Proposal</i> required	Greater than \$25,000	<b>Greater than \$15,000</b>	Greater than \$15,000	<b>City Council,</b> City Manager and Finance Director
<b>Public Works Contracts</b>				
Force account/Open market procedures	Up to and including \$25,000	<b>Up to and including \$10,000</b>	Up to and including \$750	City Manager and Finance Director
Informal bidding-including advertising	\$25,001 to \$100,000	<b>\$10,001 to \$50,000</b>	\$750 to \$5,000	City Manager and Finance Director
Formal bidding required	Greater than \$100,000	<b>Greater than \$50,000</b>	Greater than \$5,000	<b>City Council,</b> City Manager and Finance Director

Staff recommends approval of the attached Ordinance (First Reading) and Resolutions.

Prepared by:

Approved by:

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Debra Auker,  
Interim Finance Director

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Theresa DellaSanta,  
Interim City Manager

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William B. Conners,  
City Attorney

Attachment:

1. An Ordinance Of The City Council Of The Town Of Atherton Amending And Restating Chapter 3.16 Of The Atherton Municipal Code (Purchasing Policy)
  - a. Exhibit A – Proposed Text Of Chapter 3.16 (Purchasing Ordinance)
2. A Resolution Of The City Council Of The Town Of Atherton Establishing Purchasing Policy Amount Limits As Required In Chapter 3.16 Of The Atherton Municipal Code
3. Resolution Of The City Council Of The Town Of Atherton Electing To Become Subject To The Uniform Public Construction Cost Accounting Procedures
4. California State Controller Has Provided Information Related To The Uniform Public Construction Cost Accounting Procedures
5. Survey Data

Survey Data Related to  
Purchasing Ordinance Amount Limits  
April 2012

The Chart below states the dollar amount in which the City Manager has the authority to make purchases within the rules of the purchasing policies without Council approval.

<b>Name of City</b>	<b>Dollar Limit for Formal Bids and Council Approval</b>	<b>Dollar Limit for Professional Services Contracts that Require Council Approval</b>
<b>Corte Madera</b>	75,000	75,000
<b>Hillsborough</b>	100,000	n/a
<b>Los Altos Hills</b>	125,000	15,000
<b>Los Gatos</b>	25,000	25,000
<b>Mill Valley</b>	75,000	n/a
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<b>San Anselmo</b>	5,000	5,000
<b>Saratoga</b>	25,000	25,000
<b>Tiburon</b>	40,000	40,000
<b>Woodside</b>	20,000	10,000



## ITEM 21

### CITY COUNCIL STAFF REPORT

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THERESA N. DELLASANTA, INTERIM CITY MANAGER**

**DATE: FOR THE MEETING OF APRIL 18, 2012**

**SUBJECT: REINSTATEMENT OF THE ENVIRONMENTAL PROGRAMS COMMITTEE**

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### RECOMMENDATION

Reinstate the Environmental Programs Committee.

### DISCUSSION

The City Council suspended the Environmental Programs Committee (EPC) at its December 21, 2011 meeting, and directed staff to review and report back to the Council issues regarding the Committee.

The review and research was given to the Assistant City Attorney, Jennifer Larson, by the Interim City Manager as a non-legal assignment. An ethical firewall was put in place to insulate Ms. Larson from contact with the City Attorney regarding this matter.

Ms. Larson's report was made available publicly, along with the City Attorney's recommendations.

Below is an analysis of the purpose of the Committee and a summary of the recommendations.

#### **Environmental Programs Committee.**

The Environmental Programs Committee shall have the following powers and duties:

- a. Act in an advisory capacity and make recommendations (programmatic and legislative) to the City Council upon request regarding matters pertaining to the Town's environmental issues, including the Town's local and regional roles.
- b. Develop and propose to the City Council timely and appropriate

- action plans for the Town regarding:
- (i) environmental issues or threats that become matters of concern for the community;
  - (ii) any regulatory statute or legislative changes or policies coming from the county, state or Federal governments on matters of environmental protection or performance; and
  - (iii) report on and recommend programs related to technological advancements that can help the Town address environmental issues, threats or legislative requirements. Such issues would include, but not be limited to, potential climate change and clean air and greenhouse gas emissions, green building guidelines, conservation and diversion, ABAG policies, PG&E and Allied Waste programs or services, e-waste collection and Earth Day and other environmental events.
- c. Recommend to the City Council pro-active community engagement programs for residents, commercial and public enterprises active within the Town's jurisdiction.

**Discussion:** The committee was previously staffed by the Town's in-house Arborist. Arborist services are now contracted out. The Committee meets about 6 times per year and staff prepares and posts agendas, prepares minutes and prepares staff reports for consideration by the Committee. Staff approximates about 6 to 8 hours per meeting are needed for preparing for, attending, and following up on meetings.

**Recommendation:**

The Planning Department is willing to take on the responsibilities of staffing the Environmental Programs Committee. Staff concurs in this shift of responsibilities.

**The following recommendations are more detailed because they are in response to an independent review of the Committee authorized by the City Council after a temporary suspension of the Committee in December, 2011. Although these recommendations are in response to the EPC review, the recommendations shall be applied to all Town committees and commissions.**

1. It is highly recommended that all Committees and Commissions are assigned to one Department who has overall authority and assigns a staff person to act as primary administrative liaison for the Committee or Commission. Committees should be assigned to a specific Department because over time employees will come and go, and in order to ensure continuity and having resources available in the event of sickness or absences the Department head will have to make the adjustment. The person assigned by the Department must be trained regarding aspects of the Brown Act, Political Reform Act, Resolution 10-13 and its various policies, the Municipal Code, and the basic outline of powers and duties of the Committee or Commission they staff.

2. It is strongly suggested that the Finance Director develop clear guidelines to be followed by all Committees expending municipal funds or collecting donations, grants, or other funds from outside sources, and that all Committees handling funds be apprised of the requirements and policies associated with the handling of such funds. It cannot be a casual or informal action, and needs to be made uniform and appropriate. All substantial expenditures must be approved by the City Council, and as always, contracts may be executed only by the Mayor or City Manager.

3. The Town needs to take stock of all of its various websites and links and establish a policy for determining who has access to any and all of them. Ownership needs to be clarified, and where Town funds have been used to establish such sites, the ownership needs to be in the Town's name. Outside websites that capitalize on the Town's name in a way that may lead to confusion should be required to relinquish use of our name.

Staff recommends that the EPC be reinstated and allowed to function in accordance with the recommendations above regarding compliance with the Town's purchasing and other regulations, and (Planning Department) staff that is adequately trained to assist in carrying out the programs that have been approved by the City Council.

#### **CONCLUSION:**

Town staff is working with Council to create rules and procedures that are consistent with all Council appointed Committees. A tentative workshop has been set for Saturday, May 5<sup>th</sup> at 10:30 a.m.

ITEM 22  
Council Comments – April 2012 – Jerry Carlson

High Speed Rail

Two April Authority board meetings are intended to lay the ground work the coming Legislative battle for funding. The adoption of the ‘new’ Business Plan and approval of MOUs for the Los Angeles and San Francisco ‘book end’ segments for HSR are designed to get enough Legislative (Democrat) votes to spend Prop 1A funds. (At the last minute at the April 12<sup>th</sup> meeting Anaheim was added to the LA segment in order to garner the support of a key Senator.)

The Governor is the driver in moving the project ahead. All sorts of ideas for making more state funds available for the project such as to use the future “Cap and Trade” environmental auction funds are being considered. The race is on to begin construction in the Central Valley in 2013. The ‘blended system’ for the Caltrain corridor covered by the MTC MOU is supposed to provide Prop 1A money to electrify Caltrain.

There are many hurdles HSR still has to get over. Senator Simitan will try and extend the debate over funding far into the year. The budget battle will sharpen the debate over state priorities. Yet to be heard from regarding the new Business Plan is the Legislative Analyst’s Office and the Peer Review Group. The Program EIR litigation is a risk factor for HSR the Legislature cannot ignore. The Attorney General has not ruled whether spending Prop 1A money on the blended system is legal. Lawyers are poised to file further law suits if Caltrain receives Prop 1A funds. Then there is the GAO audit and a Congressional investigation looking into HSR ‘irregularities’.

Caltrain

In response to my question, a Caltrain spokesperson affirmed that Caltrain is only agreeing to a two track system with passing tracks at a couple of locations. Atherton and Menlo Park appear to be ‘safe’, at this point, with only two tracks. The current EIR Electrification Draft will have to be revised and recirculated by Caltrain.

PCC

The member cities are remarkably unified in opposing the new HSR and Caltrain MOU. Belmont and San Carlos (non member) are opposing adding two tracks through their cities which would require widening the existing berms approximately 15 feet. At the last meeting, Seamus Murphy from Caltrain was quizzed in depth by the board. Although committed to electrification, the revised EIR will consider DMUs as an alternative power source.

California League of Cities

The Peninsula Division met at Shoreline and listened to a panel on local assistance to immigrants. Barbara Pierce, Redwood City council, was on the panel. The larger picture, Immigration Reform, was only briefly touched upon.

Council of Cities

The Foster City meeting featured Jim Hartnett, former Redwood City Mayor and now on the Authority board for HSR. Jim left many questions unanswered such as ‘when is the AG going to give an opinion on the legality of using Prop 1A money for Caltrain electrification under the blended system plan’?

### Supervisor Race for Rose Jacob Gibson's seat

Rose is termed out at the end of this year and there are a number of candidates in the race. I have endorsed one of the candidates whom I have been working with on the C/CAG board. The County is faced with some very big decisions and we need to select the best people we can who share some of our same concerns and whose positions on key issues we agree with.

### Park Foundation

The Foundation is showing a great deal of interest towards what is going on in the park. It is currently evaluating project alternatives to recommend to the Thor Miller family for using the funds he bequeathed for a park project. New board members are being recruited from groups that use the park. Frank Merrill will be proposed for a Park & Recreation Commission seat as the Council's representative to replace Richard Moore.

### Rail Committee Meeting

William provided an in depth briefing on Washington and Sacramento trips to visit Legislators about HSR. The committee's Mission was discussed and a modification will be recommended to the Council. In addition, a list of 'policy positions' that have evolved over time from the formally adopted council positions, are expected to be discussed when the council meets to discuss each committee's role and purpose.

### Easter Egg Hunt

Another successful Dames sponsored Easter Egg Hunt attracted a more manageable size group as a result of charging \$10 per person. Using pricing as a means to control the size of events does work.

### County and Cities Association of Governments (C/CAG)

Steve Heminger, MTC Executive Director and Ken Kirkey, ABAG Planning Director described the coordination between their respective agency programs -Sustainable Communities Strategy (SCS) and Regional Housing Needs Allocation (RHNA) resulting in the present RHNA numbers.) Five county cities do not have certified housing plans.) These regional bodies are moving closer to having a direct influence on land use policies even though this is legally the domain of the cities to decide. We have until April 20<sup>th</sup> to provide feedback to ABAG. The agencies are linking job creation and housing growth in their joint planning. SB 375 which sets goals on reducing Green House Gases is an additional factor. More transportation funds will be made available to those agencies that do the most to provide jobs and housing. Any unused carry over sites that were certified but not yet used can be indentified again as a feasible housing site to meet the new RHNA allocation.



## Town of Atherton

### CITY COUNCIL STAFF REPORT

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THERESA DELLASANTA, INTERIM CITY MANAGER**

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Staff recommends approval of the attached Ordinance (First Reading) and Resolutions.

Prepared by:

Approved by:

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Debra Auker,  
Interim Finance Director

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Theresa DellaSanta,  
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**Chapter 3.16  
PURCHASING**

## Sections:

<u>3.16.010</u>	Adoption of purchasing system.
<u>3.16.015</u>	Scope of purchasing policies and procedures.
<u>3.16.020</u>	Definitions.
<u>3.16.030</u>	Purchasing Officer.
<u>3.16.040</u>	Centralized purchasing.
<u>3.16.050</u>	Inspection and testing.
<u>3.16.060</u>	Appropriation of purchasing funds.
<u>3.16.070</u>	Purchase orders.
<u>3.16.080</u>	Purchase/procurement cards.
<u>3.16.100</u>	Procurement of goods and supplies, equipment, materials, and nonprofessional – Open market.
<u>3.16.110</u>	Procurement of goods and supplies, equipment, materials, and nonprofessional services – Informal procedures.
<u>3.16.120</u>	Procurement of goods and supplies, equipment, materials, and nonprofessional services – Formal procedures.
<u>3.16.130</u>	Best qualified vendor.
<u>3.16.140</u>	Exceptions to purchasing requirements.
<u>3.16.150</u>	Staging prohibited.
<u>3.16.160</u>	Amendments and change orders.
<u>3.16.170</u>	Leases.
<u>3.16.180</u>	Trade-ins.
<u>3.16.200</u>	Professional services contracts.
<u>3.16.210</u>	Amendments to professional services contracts.
<u>3.16.220</u>	Donated goods and supplies, equipment, materials, professional and nonprofessional services.
<u>3.16.230</u>	Public works projects; Uniform Construction Cost Accounting.
<u>3.16.240</u>	Requirements for contracting public works projects.
<u>3.16.250</u>	Informal bidding procedures for public works projects.
<u>3.16.260</u>	Approval of public works contracts pursuant to informal bidding procedures.
<u>3.16.270</u>	Approval of change orders on public works contracts.
<u>3.16.280</u>	Public works project bids in excess of maximum authority.
<u>3.16.300</u>	Surplus supplies and equipment.
<u>3.16.310</u>	Surplus supplies and equipment; trade-ins.
<u>3.16.320</u>	Surplus supplies and equipment; sale.
<u>3.16.330</u>	Surplus supplies and equipment; donation.
<u>3.16.340</u>	Surplus supplies and equipment; scrap.
<u>3.16.350</u>	Exemptions to provisions of this chapter.

**3.16.010 Adoption of purchasing system.**

This purchasing system is adopted in order to establish efficient regulations, policies, and procedures for the purchase of goods and supplies, equipment, materials, and services, to secure on behalf of the Town at the lowest possible cost commensurate with quality needed and in a manner that ensures a fair and competitive process, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, to assure the quality, suitability, and fitness of purchases, and to ensure that the Town obtains the highest quality of supplies and equipment and level of service at a fair and reasonable cost.

**3.16.015 Scope of purchasing policies and procedures.**

Except as otherwise provided herein, the procurement regulations, policies, and procedures set forth in this chapter shall apply only to the purchase of goods and supplies, equipment, materials, and professional and nonprofessional services, and shall apply to public works projects, as defined in Section 22002 of the California Public Contracts Code. This purchasing system implements the California Government Code: Sections 54201 to 54205.

**3.16.020 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated, which are applicable to both the singular and plural thereof:

“Approved bidders’ list” means the list of approved qualified contractors or service providers for a specific good or service. The list may contain both locally qualified providers as well as suppliers of state and local agencies that have previously bid and established contracts for goods or services pursuant to Public Contract Code §§ 12100-12113. The list also provides the approved offerings of specific products provided by these contractors.

"Best value" means a value determined by objectives relative to price, features, functions, and life-cycle costs.

“Cost” means the amount charged, inclusive of sales tax, use tax, delivery charges, shipping and/or handling.

“Emergency” means a sudden, unexpected occurrence that poses a clear and eminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Estimated value” means the estimated total value as determined by the Purchasing Officer at the beginning of the procurement process for the proposed acquisition of goods and supplies, equipment, materials, and nonprofessional services. When making this initial threshold determination, the Purchasing Officer shall make reasonable use of all available market data and pricing information to estimate the total cost to the Town, inclusive of taxes, licenses, freight charges, installation charges, fees, and other consideration, for the proposed procurement. The

Purchasing Officer shall not use the value of any anticipated exchange or trade-in amount to reduce the estimated value of the proposed procurement.

“Goods and supplies, equipment, and materials” means fixed, movable, disposable, and/or reusable products, commodities, or items used by the Town, including but not limited to office supplies, program supplies, subscriptions, vehicles, fuel and vehicle supplies, tools, computers, computer hardware and software, computer-related equipment and copiers, office furniture, and fixtures.

“Maintenance” work means:

- A. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- B. Minor repainting.
- C. Resurfacing of streets and highways at less than one inch.
- D. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- E. Work performed to keep, operate, and maintain publicly owned water or waste disposal systems.

“Nonprofessional services” means construction services for public works projects or those services not constituting professional services.

“Professional services” means any service which is generally characterized as a "profession" rather than a "business," "industry," "occupation" or "trade" under California State law. Without limiting the foregoing, the following types of services shall be included within the definition of "professional services" under this chapter: accounting; architecture; auditing; business appraisal or valuation; construction project management; construction management and inspection; engineering; environmental; financial planning; insurance; land surveying; landscape architecture; landscape engineering; legal; medical; municipal planning; public housing; real estate appraisal; and real estate brokerage or sales. Moreover, the provision of consulting services with respect to, rather than the actual performance of, any of the foregoing services shall also be deemed "professional services" for purposes of this chapter.

“Purchase” means the renting, leasing, purchasing, licensing, or a trade of equipment or supplies. (Ord. 2012)

### **3.16.030 Purchasing Officer.**

There is hereby created the position of Purchasing Officer. The Purchasing Officer shall be responsible for, and have general supervision of, the following purchasing functions as implemented by various departments throughout the Town pursuant to this chapter and any implementing administrative orders established by the Purchasing Officer. The Purchasing Officer shall be the City Manager or his or her designee, unless a formal Purchasing Officer

position is created, whereby the role cannot be further delegated, except back to the City Manager. Pursuant to the regulations, policies, and procedures established in this chapter, the Purchasing Officer shall have the authority to:

- A. Purchase or contract for goods and supplies, equipment, materials, and professional and nonprofessional services, including preparation and circulation of Requests for Proposals, Requests for Qualifications, and other similar requests for submission of bids or proposals;
- B. Negotiate, approve, and execute, as well as recommend approval and execution of, orders and contracts for the purchase of goods and supplies, equipment, materials, and professional and nonprofessional services;
- C. Act to procure on behalf of the Town the needed quality in goods and supplies, equipment, materials, and services at the least expense to the Town;
- D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
- E. Prepare administrative rules, procedures, and orders necessary to implement the policies and procedures established by this chapter with regard to the purchase of goods and supplies, equipment, materials, and services on behalf of the Town;
- F. Keep informed of current developments in the field of municipal purchasing, pricing, market conditions, new technologies, and new products and services;
- G. Develop, amend and monitor the Town's standard purchasing terms and conditions;
- H. Prescribe and maintain such forms and other rules and regulations as reasonably necessary for the proper implementation of the policies and procedures established in this chapter;
- I. Coordinate or supervise the inspection of all goods and supplies, equipment, materials, and services purchased on behalf of the Town to ensure conformance with bid specifications;
- J. Exercise general supervision and control over all inventories of supplies belonging to the Town and use such inventories in making procurement decisions to avoid excessive inventories and inventory spoilage;
- K. Recommend the transfer of underutilized, surplus, or unused goods and supplies, equipment, and materials between departments as needed and the sale of such goods and supplies, equipment, and materials which cannot reasonably be used by any department or which become unsuitable or obsolete for Town use;

- L. Maintain and update periodically a vendor master file or list necessary for the efficient operation of purchasing functions, such as approved bidders list or standard contracts;
- M. Conduct (or ensure the conducting of) annual audits of the process to ensure compliance of purchasing, receiving and payment authorization procedures;
- N. Consider and encourage the purchase of recycled and recyclable materials and environmentally friendly products, whenever practicable; and
- O. Where other factors are equal, procure goods and supplies, equipment, materials, and services from local business enterprises.
- P. Confirm periodic physical inventories are conducted and monitor asset tagging procedures and audit trails.

#### **3.16.040 Centralized purchasing.**

The Purchasing Officer may implement centralized purchasing for the purchase of goods and supplies, equipment, materials, and professional and nonprofessional services if it is deemed applicable for cost savings and efficiency purposes.

#### **3.16.050 Inspection and testing.**

The Purchasing Officer or requesting department shall inspect goods and supplies, equipment, and materials delivered, as well as contract services performed, to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer or requesting department shall have the right to waive any defect, irregularity, or informality that does not result in a competitive advantage to any bidder or proposer. The Purchasing Officer or requesting department shall have the authority to require demonstrative testing of samples submitted with bids and samples of deliverables which are necessary to determine their quality, fitness for a particular use, and conformance with specifications.

#### **3.16.060 Appropriation of purchasing funds.**

The City Council is responsible for and shall appropriate such funds as are necessary to carry out the provisions of this chapter. Unless otherwise provided in this chapter, the Purchasing Officer shall not issue any order or contract for goods and supplies, equipment, materials, or services unless there exists an unencumbered appropriation in the adopted budget against which such purchase may be charged.

All outstanding encumbrances, with the exception of capital improvement project funds, shall lapse at fiscal year end. There shall be no non-capital fund balance reserve for encumbrances.

#### **3.16.070 Purchase orders.**

Procurement of goods and supplies, equipment, materials, and professional and nonprofessional services over one thousand dollars (\$1,000) not covered within a construction

contract or public work specification shall be made only by purchase order issued by the City Manager (Purchasing Officer) and approved by the Finance Director. Contract purchase orders shall be issued for goods and supplies, equipment, materials, and professional and nonprofessional services when the vendor has submitted a price quotation to hold pricing for a specified length of time (30 days minimum required), the item being procured is on the approved bidders list, or a contract has been approved by the City Council through formal bid procedures.

To request a purchase order, a purchase requisition must be submitted to the Finance Department to confirm available funding, and approved by the Finance Director.

**3.16.080 Purchase/procurement cards.**

Department heads are authorized to make purchases of goods and supplies, equipment, materials, and nonprofessional services up to one thousand dollars (\$1,000) (lower limits may be established) using Town authorized procurement cards. Each such purchase shall be immediately documented with a receiving report and procurement card authorization slip submitted to the Finance Director for approval and payment. Combined monthly procurement card purchases shall be limited to no more than three thousand dollars (\$3,000) for any department.

**3.16.100 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Open market.**

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value as established by resolution of the City Council on a periodic basis, inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, may be made by the Purchasing Officer in the open market. These purchases may be placed using approved bidders lists or by obtaining at least three recorded informal quotes, when practicable.

**3.16.110 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Informal procedure.**

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value as established by resolution of the City Council on a periodic basis, inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the informal procedures set forth in this section.

A. The requesting department shall solicit informal proposals by telephone or written request to prospective vendors.

B. Except as otherwise provided in this chapter, purchases shall be based on at least three informal written proposals or bids; or purchase shall be placed using approved bidders list, if available.

C. Informal proposals shall be submitted by prospective vendors to the requesting department. The City Clerk shall retain a record of all informal proposals for a period of two years following completion of the informal procedures established in this section, which shall be made available for public review and inspection upon request.

D. The order or contract shall be awarded by the Purchasing Officer to the lowest proposer consistent with the best qualified vendor selection criteria set forth in Section 3.16.130.

**3.16.120 Procurement of goods and supplies, equipment, materials, and nonprofessional services — Formal procedure.**

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value as established by resolution of the City Council on a periodic basis, inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be published and posted no later than ten calendar days before the submission date for formal bids in accordance with *Government Code 20162-Bids Requiring Notice*. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals. The notice inviting bids shall also include specifications, and all contractual terms and conditions applicable to the procurement.

B. Published Notice. The notice inviting formal bids or proposals shall be published and posted in at least two public places in the Town that have been duly designated by the City Clerk as the official places for the posting of public notices and on the Town's official website. In addition, such notice may also include trade publications when practicable. The public notice shall state the place, date and time of the bid opening.

C. Bidders' List. The Town may require that a bidders list be developed listing and approving qualified vendors before the vendor is eligible to submit a bid or proposal. If a bidders' list is used it must be stated in the notice inviting bids.

D. Bidders' Security. When deemed necessary, the Town shall require bidders' security. Bidders' security shall be in accordance with the provisions of the California Public Contracts Code.

E. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk shall store all sealed bids in a secure location until opening. The City Clerk shall open all bids or proposals in public at the time and place stated in the notice inviting bids, with a witness present. A tabulation of all bids or proposals received shall be open

for public review and inspection in the office of the City Clerk during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

F. Rejection of Bids. In its sole discretion, the City Council may reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of Council that is present that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

G. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses, and the City Council may allow for a local vendor preference or accept the lowest bid made after negotiation with the tie bidders.

H. Award of Contracts. Contracts subject to formal procedures shall be awarded by the City Council to the lowest responsive and responsible bidder consistent with the best qualified vendor selection criteria set forth in Section 3.16.130, except as otherwise provided herein. The decision of the City Council shall be final. Contracts shall be finalized and executed with reasonable promptness.

I. Contract Execution. Only the Mayor or City Manager is authorized to sign and enter into contracts on behalf of the Town. The City Manager may sign contracts and agreements when the total value of the contract is less than or equal to twenty-five thousand dollars. No other employee is authorized to sign a contract binding the Town, and any contract inappropriately signed is voidable. Before a contract is signed by the City Manager or placed on a City Council agenda for approval, the contract must: include appropriate insurance and indemnification provisions reviewed by the Town's risk manager or City Attorney; be approved as to form by the City Attorney; be approved as to budget availability and purchasing procedural compliance by the Finance Director; and executed by the other party (except in the instance of a public entity)

J. No Bids Received. If no bids are received, the purchase may be let by the informal procedures set forth in Section 3.16.110,

K. Performance Bonds. The Town shall have authority to require that a performance bond be posted before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the Town. If a performance bond is required, the form and amount of the bond shall be described, whenever possible, in the notice inviting bids, and shall be in a form approved by the City Attorney. Release of performance bonds shall be made only upon successful completion of the work and approval and acceptance by the Purchasing Officer or City Council.

L. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section as long as no unfair advantage results, and no such defect, irregularity, or informality shall void any contract entered into by the Town once executed.

M. Storage of Sealed Bids. All opened bid materials, after award, are to remain in the possession of the City Clerk for the time prescribed by law.

**3.16.130 Best qualified vendor.**

In determining the best qualified vendor, consideration is to be given to quality and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost or best value of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay or interference;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract;

E. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;

F. The quality of vendor's performance on previous purchases or contracts with the Town;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased;

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder;

I. The ability of the vendor to timely produce a complete and accurate IRS Form W9; and

J. A local business enterprise preference may be given when practicable and when called out in the plan bid specifications

**3.16.140 Exceptions to purchasing requirements.**

The procurement policies and procedures set forth above need not be followed, may be dispensed with, and/or are not applicable to the following situations, purchases, or contracts:

- A. Sole Source. When goods and supplies, equipment, materials, or proprietary services are unique, available only from one source, or is sought to match existing goods already in use, then a sole source procurement may be used;
- B. No Bids Received. When after a reasonable attempt has been made to obtain informal bids or proposals, and it has been determined by the Purchasing Officer that three bids or proposals cannot be obtained;
- C. Emergency Purchases. When the Purchasing Officer finds that emergency conditions require the immediate purchase of goods and supplies, equipment, materials, or services; the Purchasing Officer shall file promptly with the City Council a certificate showing that emergency conditions existed and created the necessity for such action, together with an itemized account of all expenditures;
- D. Obtaining Lowest Price. When in the opinion of the Purchasing Officer formal bidding is not likely to result in the lowest price and that no competitive advantage can be gained by soliciting bids. However, under such circumstances compliance with the informal procedures set forth in Section 3.16.110 shall be required;
- E. Piggyback or Awarded Competitive Bid. When the goods and supplies, equipment, materials, or nonprofessional services are available from a vendor who has been selected as the lowest bidder within the prior six months by another public agency using competitive bidding procedures substantially the same as or similar to those normally utilized by the Town for the acquisition of such supplies or services, and when the price offered to the Town is substantially equivalent to that offered to the other public agency;
- F. Cooperative-type (State contract) Bids. When the goods and supplies, equipment, materials, or nonprofessional services are available from a vendor who has been selected as the lowest bidder through a cooperative-type agreement with another government entity using competitive bidding procedures substantially the same as or similar to those normally utilized by the Town for the acquisition of such supplies or services, and when the price offered to the Town is substantially equivalent to that offered to the other public agency; or

**3.16.150 Staging prohibited.**

Purchases shall not be knowingly staged, or bids be split or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal procurement procedures of this chapter.

**3.16.160 Amendments and change orders.**

Following the award of a procurement contract for goods and supplies, equipment, materials, or nonprofessional services pursuant to Sections 3.16.100, 3.16.110, and 3.16.120, the contract may be amended by the issuance of a change order or amendment, provided the change which is the subject of the change order or amendment is reasonably related to the scope of the original contract and based on post-award information that requires modification of the agreement based on unforeseen conditions or by mutual agreement of the parties. The requesting department will maintain control relative to the scoping, estimating, and negotiating of the proposed change(s) and the Finance Director will confirm the availability of funds for the proposed change in the event that the change order increases the contract cost. Any change order or amendment which results in a total amended contract amount less than the Purchasing Officer's authority level may be approved by the Purchasing Officer. Any change order or amendment which results in a total amended contract amount of greater than the Purchasing Officer's authority level shall be approved by the City Council.

**3.16.170 Leases.**

All leases or lease purchases of goods shall be subject to the requirements of this chapter. The requirements applicable to each lease shall be determined in accordance with the aggregate amount of contracted or projected lease payments, which shall be deemed equivalent to a purchase price.

**3.16.180 Trade-ins.**

The Purchasing Officer is authorized to exchange for or trade in goods and supplies, equipment, and materials for the purpose of exchanging or trading in such supplies and equipment for like-kind replacement, for other commodities, products, equipment, or property, or for rebate, down payment, or credit toward the purchase of other similar goods and supplies, equipment, or materials. The Purchasing Officer shall not consider the trade-in value amount in calculating the procurement authority dollar thresholds established in Sections 3.16.100, 3.16.110, and 3.16.120. (Ord. 2012)

**3.16.200 Professional services contracts.**

A. Professional services are defined as those provided by a person or firm engaged in a profession based on a generally recognized special knowledge or skill, including, but not limited to, the professions of accountant, attorney, artist, architect, engineer, environmental consultant, dentist, physician, training or educational consultant, or surveyor, and whose services are considered distinct and unique to such a degree that bidding of such services would not be feasible.

- (a) Procurement of professional services contracts – Open Market Proposals  
Contracts estimated to be less than the amount established by resolution of the City Council on a periodic basis may be let by the City Manager without formal or informal

proposals subject however, to fair, just and equitable contract terms and conditions. (Ord. 2012)

(b) Procurement of professional services contracts — Informal Proposals

Contracts for professional services in excess of the amount allowed for Open Market Proposals but not exceeding an amount established by resolution of the City Council on a periodic basis may be made by the City Manager informally without observing the procedures prescribed in Section 3.16.200 A.(c). Such contracts shall, unless infeasible, be based on at least three informal proposals and shall be awarded based on firm qualifications, experience and responsiveness, in addition to other appropriate criteria. (Ord. 2012)

(c) Procurement of professional services contracts — Formal Proposals

Award of contracts for services of a professional nature valued at an amount established by resolution of the City Council on a periodic basis or more shall be subject to City Council approval pursuant to the procedure prescribed herein. (Ord. 2012)

1) Request for Proposal. When selecting providers of professional services with an estimated cost greater than an amount established by resolution of the City Council on a periodic basis, Requests for Proposal shall be used. Requests for Proposal shall specify the deadline and place for submission, the nature of the services required, and the selection criteria to be used for awarding the contract. City Council will approve all Requests for Proposal for formal professional services contracts prior to issuance.

2) Award of Contract. Except as otherwise provided herein, the City Council shall award a contract based on firm qualifications, experience and responsiveness, in addition to any other criteria set forth in the Request for Proposal. Before a contract is signed by the City Manager or placed on a City Council agenda for approval, the contract must: include appropriate insurance and indemnification provisions reviewed by the Town's risk manager or City Attorney; be approved as to form by the City Attorney; be approved as to budget availability and purchasing procedural compliance by the Finance Director; and executed by the other party (except in the instance of a public entity

3) Rejection of Proposals. The City Council may reject any and all proposals submitted and may, in its discretion, re-advertise for other proposals.

B. The open market, informal and formal bidding procedures contained in this chapter (Section 3.16.100, 3.16.110 and 3.16.120 shall not apply to contracts for professional services.

C. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is less than the formal contract amount established by resolution of the City Council on a periodic basis. Any contract for professional services having a total contract amount of greater than the formal contract amount established by resolution of the City Council on a periodic basis shall be awarded by the City Council.

D. Notwithstanding any provision in this chapter to the contrary, selection by the Town for professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. In accordance with state law, the Town shall consider price after the Town is satisfied that the would-be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required and is the best qualified or suited professional to perform the services required.

**3.16.210 Amendments to professional services contracts.**

Contracts for professional services pursuant to Section 3-16.200 may be amended by the issuance of a written amendment provided the change which is the subject of the amendment is reasonably related to the scope of the original contract. The requesting department will maintain control relative to the scoping, estimating, and negotiating of the proposed change(s), and the Finance Director will confirm the availability of funds for the proposed change in the event that the amendment increases the contract cost. Any amendment which results in a total contract amount that would qualify for an informal proposal may be approved by the City Manager. Any amendment which results in a total contract amount that would qualify for a formal proposal shall be approved by the City Council, or resubmitted to Council for approval of the amendment.

**3.16.220 Donated goods and supplies, equipment, materials, professional and nonprofessional services.**

All procurement of goods and supplies, equipment, materials, professional and nonprofessional services with funds donated will follow the procedures of this chapter.

**3.16.230 Public works projects; Uniform Construction Cost Accounting.**

The City Council has adopted a resolution electing to make the Town subject to the Uniform Construction Cost Accounting Procedures of the Cal. Public Contract Code (commencing with § 22010) and has notified the State Controller of the election. Therefore, the City Council may utilize the alternative procedures for the award of public works project bids authorized by the Cal. Public Contract Code (commencing with § 22030). (Ord. 2012)

**3.16.240 Requirements for contracting public works projects.**

A. A public works project means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any

publicly owned, leased, or operated facility; or (2) painting or repainting of any publicly owned, leased, or operated facility. A public works project does not include maintenance work, which includes the following: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; or (2) minor repainting; or (3) resurfacing of streets and highways at less than one inch; or (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; or (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

(a) Procurement of public works projects — Force Account/Open Market Procedures

Public works projects of up to an amount established by resolution of the City Council on a periodic basis, appropriations for which have been approved by the City Council, may be performed by the employees of the Town or its agencies by force account, or by negotiated contract or purchase order approved by the City Manager.(Ord. 2012)

(b) Procurement of public works projects — Informal Bidding Procedures

Public works projects greater than the amount qualifying for a Force Account/Open Market procedure up to and including an amount established by resolution of the City Council on a periodic basis may be let to contract by the informal bidding procedures (alternative procedure) set forth in this chapter as prescribed in Section 3.16.250. (Ord. 2012)

(c ) Procurement of public works projects — Formal Bidding Procedures

Public works projects greater than an amount established by resolution of the City Council on a periodic basis shall be let to contract by the formal bidding procedure set forth in of the Uniform Construction Cost Accounting Act. (Ord. 2012)

**3.16.250 Informal bidding procedures for public works projects.**

Pursuant to Cal. Public Contract Code § 22034, when utilizing the alternative procedures authorized by Section 3.16.240, the following provisions shall apply to public works projects for which formal bidding procedures are not required:

- A. The Public Works Department shall maintain a list of qualified contractors, identified according to categories or work. The list shall be developed and maintained in accordance with criteria established for such lists by the California Uniform Construction Cost Accounting Commission and in accordance with the provisions of Cal. Public Contract Code § 22034;
- B. Each contractor on the list for the category of work being bid, and/or the current California construction trade journals for this area specified by the Commission to receive

mailed notices of all informal construction contracts being bid for work in San Mateo County, as determined by the Department of Public Works, shall be mailed a notice inviting informal bids unless the product or services is proprietary;

C. All mailings of notices to contractors and construction trade journals, as determined above, shall be completed not less than 10 calendar days before bids would be due pursuant to the notice;

D. Each notice inviting informal bids shall describe the project in general terms, state how to obtain more detailed information about the project, and specify the time and place for submission of bids; and

E. Each informal bid shall be reviewed and approved by the Director of Public Works.

### **3.16.260 Approval of public works contracts pursuant to informal bidding procedures.**

Unless otherwise determined by the City Council for any individual contract to be awarded, the award of a public works contract by informal bidding process may be approved by the City Manager, upon the recommendation of the Director of Public Works, and subject to approval as to the form of the contract by the City Attorney. The determination of the City Manager to award a contract by informal bidding procedure shall be final. In awarding the contracts, the City Manager shall exercise prudent judgment in determining the lowest responsible bidder, taking into account the public's interest in efficiency and economy in the award of the contracts and giving due consideration to fairness and equity to competing bidders. In the event the City Council determines not to delegate the authority to the City Manager to award any given contract by informal bidding procedures, the City Council shall award the contract at its discretion upon recommendation of the City Manager, and by applying the criteria for determining the lowest responsible bidder.

### **3.16.270 Approval of change orders on public works contracts.**

A. No change in agreement or contract shall be made without the issuance of a written change order or amendment and no payment for any change shall be made unless a written change order or amendment has first been approved and executed in accordance with this section designating in advance the work to be done and the amount of additional compensation to be paid.

B. Provided the funding for a public project contract has been previously approved and the expenditure of funds authorized by the City Council, the City Manager shall have the authority to execute change orders or amendments for any contract in an amount not to exceed 15% of the original price, subject to approval as to the form of the amendment by the City Attorney.

C. In the event of an emergency and provided the funding for a public project contract has been previously approved and the expenditure of funds authorized by the City Council, the Director of Public Works shall have the authority to execute a change order or amendment for any contract in an amount not to exceed \$5,000. For the purposes of this section, the term *EMERGENCY* shall mean either a condition that causes an immediate danger to life or property or a condition that if left unabated will cause unreasonable delay or costs to the project. The

Director of Public Works shall notify the City Manager in writing of the basis for approving the change order or amendment, including all facts and circumstances leading to the determination that an emergency was present. The written notice shall be delivered to the City Manager within 24 hours of approving of the change order.

D. All other change orders or amendments shall be approved by the City Council.

**3.16.280 Public works project bids in excess of maximum authority.**

Pursuant to Cal Public Contract Code § 22034, if all bids received are in excess of \$100,000, the City Council may by adoption of a resolution by a four-fifths vote, award the contract, at \$110,000 or less, to the lowest responsible bidder, if the City Council determines the cost estimate of the city was reasonable.

**3.16.300 Surplus supplies and equipment.**

All using departments shall submit to the Finance Director, at such times and in such forms as prescribed, reports showing all supplies and equipment which are no longer used or which have become obsolete and worn out. Annually the Finance Director accounts for all additions and deletions to capital assets, and shall require a physical inventory of all capital assets every five years, at a minimum.

**3.16.310 Surplus supplies and equipment; trade-ins.**

The Finance Director shall have the authority to exchange for or trade in supplies and equipment which cannot be used by any department or which have become unsuitable for Town use.

**3.16.320 Surplus supplies and equipment; sale.**

The Finance Director shall have authority to dispose of surplus supplies or equipment by auction or by sale, including by sale to Town employees or residents, after receiving bids or proposals which, in his judgment, provide the maximum return to the Town. Sales to Town employees shall only be utilized when, in the opinion of the Finance Director, all other alternative means of disposal would provide less return to the Town.

**3.16.330 Surplus supplies and equipment; donation.**

A. The Finance Director shall have authority to donate surplus supplies and equipment subject to the following:

B. Surplus supplies and equipment may be donated to nonprofit organizations or school districts located or operating within the Town, or if these organizations express no interest, then to any other nonprofit organization or private organization that provides assistance to nonprofit organizations that has expressed interest in receiving donated surplus Town property.

C. Donations made to eligible entities shall be on a first come, first-serve basis.

D. Prior to transfer of the donated supplies or equipment, the recipient entity shall provide a statement executed by a person duly authorized to legally bind the recipient entity that the donated property will:

- (a) Be accepted "as is," with no express or implied warranties; and
- (b) That an immediate need exists for the property and that it will be put into immediate use; and
- (c) That the property not ever be sold or otherwise transferred for profit; and
- (d) That the recipient entity shall assume all costs and liability associated with the removal and transportation of the surplus property from the Town.

E. Town shall provide notice of the surplus property to be donated to solicit interest from potential donees.

F. If in the opinion of the Finance Director, the total amount of property to be donated pursuant to this section has a historical value of \$1,000.00 or more, the Finance Director shall prepare a report of the property to be donated, the estimated current value of the property to be donated, and the recipient(s) of the property proposed to be donated, for approval by the City Council.

#### **3.16.340 Surplus supplies and equipment; scrap.**

A. The Finance Director shall have authority to scrap surplus property if, regardless of value, it is broken or inoperable, cannot be repaired economically, and cannot otherwise be traded in, sold, auctioned, donated, or salvaged.

B. The Finance Director shall have authority to scrap surplus property in the following instances:

- (a) If the surplus property, in the opinion of the Finance Director, has a historical value of less than \$500.00 per unit, and for multiple items, has a combined total historical value of less than \$1,000.00, is not broken and cannot otherwise be traded in, sold, auctioned, donated, or salvaged.
- (b) If the surplus property, regardless of value, is obsolete or nonfunctional and cannot otherwise be traded in, sold, auctioned, donated, or salvaged.

C. All other surplus property may be scrapped by the Finance Director subject to the additional approval of the City Council.

#### **3.16.350 Exemptions to provisions of this chapter.**

The provisions of this chapter are not applicable to:

- A. Contracts for professional witnesses if the purpose of such contracts is to provide for professional services or testimony relating to an existing or probable judicial proceeding in which the Town is or may become a party, including contracts for special investigative services for law enforcement purposes;
- B. Agreements negotiated and/or prepared by the city attorney or special counsel in connection with the settlement of a dispute, claim, or matter of litigation or threatened litigation;
- C. Contracts to commission original works of art, and for fine art or entertainment;

- D. The award of financial participation agreements, owner participation agreements, disposition and development agreements, development agreements, real estate purchase or lease agreements, covenants, easements, encroachment agreements, memoranda of understanding, or other similar agreements or instruments. Such contracts shall be awarded in accordance with applicable legal requirements and/or administrative directives of the Town;
- E. The purchase of miscellaneous books, magazines, newspapers, subscriptions, online library reference services, film, videos, and assorted materials for which contracts by competitive bid solicitation are not practicable;
- F. Intergovernmental payments, purchases, and agreements;
- G. Specialized seminar, training, and educational classes;
- H. Contracts for election services;
- I. Contracts for legal services;
- J. Franchise agreements; and
- K. Contracts for procuring and maintaining insurance policies for the benefit of the Town, which are approved by the City Council. (Ord. 2012)

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF  
ATHERTON AMENDING AND RESTATING CHAPTER 3.16 OF  
THE ATHERTON MUNICIPAL CODE (PURCHASING POLICY)**

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**SECTION 1:** The City Council of the Town of Atherton does ordain as follows:

a. Chapter 3.16 - Purchasing Policy of the Atherton Municipal code is amended and restated in its entirety as set forth in Exhibit A attached to this ordinance and by this reference made a part of it.

**SECTION 2:** The City Council hereby declares that it would have passed this Ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that any provisions in this Ordinance are severable and, if for any reason any sentence, paragraph or section of this Ordinance shall be held invalid, such decision shall not effect the validity of the remaining parts of this Ordinance.

**SECTION 3:** This Ordinance shall take effect and be in force 30 days after its passage and adoption.

**SECTION 4:** The City Clerk shall certify to the passage and adoption of this Ordinance and cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

---

Bill Widmer, Mayor

ATTEST:

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Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

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William B. Conners  
City Attorney

Exhibit A

Chapter 3.16

Purchasing Ordinance  
(Revised as of \_\_\_\_\_ 2012)

## RESOLUTION 12-

### A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ATHERTON ESTABLISHING DOLLAR LIMITS FOR USE IN THE PURCHASING ORDINANCE, MUNICIPAL CODE CHAPTER 3.16

**WHEREAS**, the Town of Atherton has approved a new Purchasing Ordinance setting forth purchasing policies, procedures, and functions; and

**WHEREAS**, the new Purchasing Ordinance establishes different procedures and processes for purchasing and procurement of goods and services based on dollar limits; and

**WHEREAS**, establishment of the dollar limits for the various procedures and processes mentioned above are set forth in the Purchasing Ordinance as being established by resolution of the City Council on a periodic basis; and

**WHEREAS**, it is now appropriate to establish such dollar limits for current use in the Purchasing Ordinance; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the Town of Atherton does hereby comply with provisions of the Purchasing Ordinance by establishing dollar limits for the various procedures and processes as set forth following:

1. The dollar limit for procurement through open market purchase as set forth in § 3.16.100 is an amount up to and including the sum of Five Thousand Dollars (\$5,000).
2. The dollar limit for procurement through the informal procedure as set forth in § 3.16.110 is an amount greater than Five Thousand Dollars (\$5000) up to and including Fifteen Thousand Dollars (\$15,000).
3. The dollar limit for procurement through the formal procedure as set forth in § 3.16.120 is an amount greater than Fifteen Thousand Dollars (\$15,000).
4. The dollar limit for procurement of professional services through the open market proposal procedure as set forth in § 3.16.200(a) is an amount up to and including One Thousand Dollars (\$1,000).
5. The dollar limit for procurement of professional services through the informal proposal procedure as set forth in § 3.16.200(b) is an amount greater than One Thousand Dollars up to and including Fifteen Thousand Dollars (\$15,000).
6. The dollar limit for procurement of professional services through the formal proposal procedure as set forth in § 3.16.200(c) is an amount greater than Fifteen Thousand Dollars (\$15,000).
7. The dollar limit for contracting public works projects through the force account/open market procedure as set forth in § 3.16.240(a) is an amount up to and including Ten Thousand Dollars (\$10,000).
8. The dollar limit for contracting public works projects through the informal bidding procedure as set forth in § 3.16.240(b) is an amount greater than Ten Thousand Dollars (\$10,000) up to and including Fifty Thousand Dollars (\$50,000).

9. The dollar limit for contracting public works projects through the formal bidding procedure as set forth in § 3.16.240(c) is an amount greater than Fifty Thousand Dollars (\$50,000).

\* \* \* \* \*

*I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the Town of Atherton at a regular meeting thereof held on the 15th day of June, 2011, by the following vote:*

*AYES:*

*NOES:*

*ABSENT:*

*ABSTAIN:*

ATTEST:

\_\_\_\_\_  
WILLIAM WIDMER, Mayor  
TOWN OF ATHERTON

\_\_\_\_\_  
Theresa N. DellaSanta  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William Conners, City Attorney

RESOLUTION \_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE  
TOWN OF ATHERTON ELECTING TO BECOME SUBJECT TO THE  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**

THE CITY COUNCIL OF THE TOWN OF ATHERTON DOES HEREBY RESOLVE AS FOLLOWS:

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**NOW, THEREFORE**, the City Council of the Town of Atherton, California, hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the City Clerk notify the State Controller forthwith of this election.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Bill Widmer, Mayor

ATTEST:

\_\_\_\_\_  
Theresa DellaSanta, City Clerk

APPROVED AS TO FORM:

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William B. Conners  
City Attorney

Exhibit A

Chapter 3.16

Purchasing Ordinance  
(Revised as of \_\_\_\_\_ 2012)



**JOHN CHIANG**  
California State Controller

April 25, 2011

To: ALL PUBLIC AGENCIES SUBJECT TO THE TERMS OF THE UNIFORM  
PUBLIC CONSTRUCTION COST ACCOUNTING ACT

Re: Increase In The Informal Bid Limit Pursuant To Public Contract Code Section 22032

This letter is to inform you that the informal bid limit prescribed by section 22032 of the Public Contract Code will be increased to \$175,000 effective for the fiscal year beginning July 1, 2011. This increase is pursuant to the terms of the Uniform Public Construction Cost Accounting Act (Act) and is at the recommendation of the California Uniform Construction Cost Accounting Commission (CUCCAC).

The Act provides public agencies economic benefits and greater freedom in expediting public works projects. Agencies electing to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual*, prescribed by the CUCCAC, will have the advantages of an increased force account limit, an increased bid limit, and an alternative informal bidding procedure.

Any city, county, redevelopment agency, special district, school district, and community college district can voluntarily elect to become a participant of the Act. After opting into the Uniform Public Construction Cost Accounting Act, by resolution of its governing board, participants enjoy the advantage of the streamlined awards process, as well as reductions in paperwork related to advertising and report filing. In return, the signatory agency agrees to provide cost accounting information in the format prescribed in the *Cost Accounting Policies and Procedure Manual* and to adhere to the terms of the Act until the agency formally opts out. For more details or contact information, please visit our website at <http://www.sco.ca.gov/ard/local/cuccac>.

Sincerely,  
Original signed by:

JOHN CHIANG  
California State Controller



**JOHN CHIANG**  
California State Controller

December 30, 2008

To: ALL PUBLIC AGENCIES

Re: Notification Letter - Assembly Bill 1047 (Chapter Number 144, Statutes of 2007)

To Whom It May Concern:

This letter is to inform you of the provisions and benefits found in the Uniform Public Construction Cost Accounting Act (Act), which provides public agencies economic benefits and greater freedom to expedite public works projects. If your agency elects to follow the cost accounting procedures set forth by the California Uniform Construction Cost Accounting Commission in its cost Accounting Policies and Procedures Manual, it will benefit from an increased bid limit and a more informal bidding procedure.

Established in 1983, the CUCCAC has provided the State Controller with recommended policies and procedures for public projects. The Commission membership is comprised of representatives from both public agencies and private industry. Every five years, the CUCCAC reviews the informal bid limits for inflation and other factors to determine whether increases should be made. The last limit increases were in July 1, 2005, which allow projects costing \$30,000 or less to be performed by employees of a public agency by force account, projects costing up to \$125,000 be let to contract by informal bidding procedures, and projects over \$125,000 be let to contract by formal bidding procedures.

Any city, county, redevelopment agency, special district, school district, and community college district can voluntarily elect to become a participant of the Act. After opting into the Uniform Public Construction Cost Accounting Act by resolution of its governing board, participants enjoy the advantage of the streamlined awards process, as well as reductions in advertising to reporting paperwork. In return, the signatory agency agrees to provide cost accounting information in the format prescribed in the Cost Accounting Policies and Procedure Manual and to adhere to the terms of the Act until the agency formally opts out. For more details or contact information, Division of Accounting and Reporting at (916) 327-4144 or visit our website at <http://www.sco.ca.gov/ard/local/cuccac>.

Sincerely,

A handwritten signature in black ink, appearing to read "John Chiang", is written over the typed name and title.

JOHN CHIANG  
California State Controller