



Item No. 9 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

FROM: ROBERT OVADIA, PUBLIC WORKS DIRECTOR

DATE: MARCH 16, 2022

**SUBJECT: COST SHARING AGREEMENT WITH SAN MATEO COUNTY FOR
ENCINA AVENUE ROADWAY IMPROVEMENTS**

RECOMMENDATION

The City Council approve a cost sharing agreement with San Mateo County in an amount not to exceed \$60,000 for the repaving and installation of green infrastructure and drainage improvements on Encina Avenue.

BACKGROUND

Encina Avenue, between Middlefield Road and Oak Drive is jointly owned by the Town and San Mateo County. San Mateo County is planning on reconstructing the full length of pavement on Encina Avenue from Middlefield Road to its northerly limit. In early 2021, the County contacted the Town regarding the potential for a joint project to repave Encina Avenue.

Town staff agreed that a joint project would make sense such that the roadway could be treated wholistically and residents would only be impacted once by the proposed construction activities. The County was also investigating opportunities to include green infrastructure in the project to help address some drainage issues in the area. The Town, pursuant to its Green Infrastructure Plan, also needs to implement green infrastructure improvements where feasible.

ANALYSIS

Following the initial contacts with the County, staff reviewed the pavement condition on the Atherton portion, and advised that the roadway condition would not typically trigger full reconstruction of the roadway but would require a good amount of patch paving followed by a slurry seal. Reconstruction of only the approximate half width on the County side would impact the integrity of the remaining roadway on the Town side. The County advised that the street was programmed for reconstruction more based on the underlying materials and for consistency with the northerly segment which is in worse condition.

With further dialog and negotiation, the County agreed to reconstruct the entire width of the roadway, including the Town portion, if the Town contributed funds equivalent to the value of the repairs and treatment it would have done on its own. Staff believes that this offer is more than fair and will provide a better street that will have a cohesive structural section for the entire width of the roadway than if we conducted our repairs and surfacing separately.

The County requested that we partner with them on the installation of drainage improvements for the segment between Middlefield Road and Oak Drive. As noted above, the County desired to include green infrastructure in the project, predominantly on the County side of the roadway. Implementation of green infrastructure improvements is consistent with the Town's Green Infrastructure plan.

As design progressed, the County's consultant evaluated various options for green infrastructure improvements along the roadway, including bio-ponds and infiltration galleries. Due to viability, maintenance concerns, and the anticipated impacts to properties, including frontage improvements and trees, the recommendations by the County's consultant pushed more towards underground infiltration galleries within the roadway than the bio-ponds. Staff reviewed the County's proposal which includes inlets to collect runoff on both sides of the street (including the Town portion) and into the infiltration galleries. Currently, there are no drainage facilities within the roadway and this type of system would provide some relief of ponding during certain storm events and allow for better infiltration into the ground.

The County would be responsible for completing the project design, bidding, overall construction management and inspection. The total estimated construction cost of reconstruction of Encina Avenue between Middlefield Road and Oak Drive is approximately \$350,000. The Town's contribution would be approximately \$35,000 including the County administrative costs outlined above. The Town would provide some support during construction regarding work within the Town limits and assist in coordinating communications with residents. The estimated costs for the drainage and infiltration systems associated with these same limits is approximately \$100,000. Staff advised the County that the Town could contribute up to \$25,000 for green infrastructure and drainage improvements that address Town runoff.

POLICY FOCUS

The Council policy focus should be on the desire to participate in a joint project with San Mateo County for the reconstruction of Encina Avenue rather than have improvements split in the middle of the roadway as well as the desire to partner on green infrastructure improvements.

FISCAL IMPACT

A total of \$35,000 is needed to support the roadway work. There are sufficient funds in the FY 2021-22 Roadway Maintenance program budget to support these costs. A total of \$25,000 is needed to support the green infrastructure and drainage improvements to be implemented with the project. There are sufficient funds in the FY 2021-22 Drainage Improvements – Green Infrastructure Pilot programs program budget to support these costs.

GOAL ALIGNMENT

This report and its contents are in alignment with the following Council Policy Goals:

- Goal A – Maintain Fiscal Responsibility
- Goal B – Preserve Small Town Character and Quality of Life
- Goal F – Be Forward-Thinking, Well-Managed, and Well-Planned

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town’s electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town’s electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials. The Town maintains an active and up to date Project Website at <http://ca-atherton.civicplus.com/index.aspx?NID=290>.

COMMISSION/COMMITTEE FEEDBACK/REFERRAL

This item ___ has or X has not been before a Town Committee or Commission.

- ___ Audit/Finance Committee (meets every other month)
- ___ Bicycle/Pedestrian Committee (meets as needed)
- ___ Environmental Programs Committee (meets every other month)
- ___ Park and Recreation Committee (meets each month)
- ___ Planning Commission (meets each month)
- ___ Rail Committee (meets every other month)
- ___ Transportation Committee (meets every other month)

ATTACHMENTS

1. Encina Avenue Cost Sharing Agreement with San Mateo County

AMS:KL:WN:JS – Feb 2021
F:\Users\Design\C3d\E5044000_Encina Ave Recon\08 Cost-Sharing Agmnts\Town_Of_Atherton\Agreement
(Atherton).Docx
Form approved by County Council, August 2011

AGREEMENT

**AGREEMENT FOR ROAD IMPROVEMENT COSTS FOR THE PORTION OF ENCINA
AVENUE WITHIN THE TOWN OF ATHERTON
IN CONJUNCTION WITH THE
RECONSTRUCTION OF ENCINA AVENUE PROJECT
[COUNTY PROJECT NO. RW935; PROJECT FILE NO. E5044000]**

THIS AGREEMENT made and entered into this _____ day
of _____, 2022, by and between the **COUNTY OF SAN
MATEO**, a political subdivision of the State of California, hereinafter called “**County**”,
and the **TOWN OF ATHERTON**, hereinafter called “**Town**”.

WITNESSETH:

WHEREAS, the County is performing the reconstruction of Encina Avenue in the
unincorporated North Fair Oaks Area from Middlefield Road to cul-de-sac within the
County limit (hereinafter “County Work”); and

WHEREAS, the County agrees to reconstruct the portion of Encina Avenue from
Middlefield Road to Oak Drive within the Town limits in order to provide a uniform
structural road section to improve the road life span for the benefit of the public; and

WHEREAS, the work to be performed by County within the above-mentioned

Town limits will be cement-treating the road base, placing an asphalt concrete overlay, and installing wooden header boards 9 feet from the existing road centerline (hereinafter “Atherton Work”); and

WHEREAS, the County and Town agree that the Town shall contribute the cost for Town’s original treatment of slurry sealing with pavement repairs within the Town limit for the Atherton Work; and

WHEREAS, the County and Town agree that the County shall act as the lead agency in the preparation of plans, specifications, contract administration, construction inspection, and related documents for the Atherton Work; and

WHEREAS, the Atherton Work in accordance with this Agreement is shown on “Exhibit A”, attached hereto and incorporated by this reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town grants the necessary permission to the County to do work within the Town limits as herein described.
2. The County will include in its contract, for the County Work, contract items necessary for the Atherton Work. The work shall be completed by the County’s Contractor.
3. County will award the contract to the lowest responsible bidder for the completion of the County Work including the Atherton Work.
4. County will require County’s Contractor to name the Town of Atherton, its officers, agents, and employees as additional insureds on their insurance policies, consistent with the levels provided to the County.
5. County agrees to notify Town of the successful bidder to whom the

construction contract is to be awarded.

6. Town agrees to reimburse County, on demand, for (a) \$29,050, (b) any Contract Change Order costs for any necessary work within the Town limit incurred by County for completing the Atherton Work, and (c) ten percent (10%) of the total costs for overhead expenses, including project administration, construction management and any other incidental and overhead expenses, incurred by County for Atherton Work (hereinafter "Encina Project").

7. Town agrees to reimburse County, up to \$25,000, including overhead expenses, towards the construction of Town approved Green Infrastructure improvements treating Town stormwater runoff (hereinafter "Encina Green Infrastructure").

8. The estimated maximum fiscal obligation for work as described in Section 5 and Section 6 is **Fifty-Nine Thousand Eight Hundred Sixty Dollars (\$59,860)**, (cost breakdown provided in Exhibit A). Any Contract Change Orders on the Town's portion of the construction work will be subject to written approval by the Town. It is understood that the Contract Change Orders sum to be reimbursed to the County is to be determined from actual bid prices received and the actual quantities completed during construction.

9. The County shall furnish primary construction inspection services for all phases of the Encina Project and Encina Green Infrastructure work. The Director of Public Works or the Director's appointed representative shall be solely responsible for all phases of construction and inspection functions and liaison with the County's Contractor. In this regard, all communications and directions between the Town and the County's Contractor shall be directed through the County representative. Town representatives

shall have access to the work on the Town's facilities at all times, and without restriction, for the purposes of inspection of such facilities. County and Town representatives shall cooperate and confer to facilitate the performance of inspection duties incident to expeditious completion and acceptance of work performed by County's Contractor on Town's facilities.

10. The Town and County shall inspect work performed by the County's Contractor and, upon agreement that work has been satisfactorily completed by the County's Contractor on the Town's behalf, as specified under this Agreement, the County and the Town shall accept the work and the total cost incurred by the County for administration and construction of the Town's facilities, as described herein, shall be determined and billed to the Town. Payment from the Town shall be due within thirty (30) days of the invoice date.

11. It is understood the Town and the County agree that upon completion, elimination, or abandonment of the work specified under this Agreement and acceptance thereof by the Town and the County, that the Town shall continue to have all ownership and maintenance responsibilities for the Encina Project improvements and any drainage inlets associated with the Encina Green Infrastructure Improvements constructed hereto under this Agreement located in the Town's limits.

12. The County shall only accept the work accomplished within the limits of the Town on Town's facilities after receiving written approval from the Town's representative. The Town's disapproval of County work shall only be for non-conformance with the County's adopted project plans and specifications for the County's contract. Said approval or disapproval, if any, by the Town shall be provided within ten (10) calendar

days of the County's request for same so as to not cause the County to sustain any claims from the Contractor for delays. It is assumed that the work described herein is approved by the Town if no response is received within the said ten (10) calendar days.

13. To the full extent permitted by law, the Town shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, damages, suits, or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, damages, suits or actions are due to the negligence or willful misconduct of the Town or the Town's failure to perform obligations required of the Town under this Agreement.

Likewise, to the full extent permitted by law, the County shall defend, indemnify and hold harmless the Town, its officers, agents and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent such claims, damages, suits or actions are due to the negligence or willful misconduct of the County or the County's failure to perform obligations required of the County under this Agreement.

The duty to defend, indemnify and hold harmless includes the obligations as set forth in California Civil Code 2778. The County shall require the Contractor to name the Town and the County, their officers, agents, and employees as additional insureds on all insurance documents, which Contractor is required to provide for this project, and to include all work performed on behalf of the Town in the bonds, warranties and guaranties to be furnished by the County's Contractor according to the specifications. The benefits arising under this Section 11 shall apply to the respective directors, officers, employees and agents of the parties thereto.

14. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by written amendment to this Agreement, the term of this Agreement shall be one (1) year, beginning on the Effective Date of this Agreement, or one (1) year, beginning on the Effective Date of the construction contract for said work, whichever occurs later.

15. Both County and Town wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic and Facsimile Signatures Administrative Memo (B-29). Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

16. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

SIGNATURE PAGE ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO
A Political Subdivision of the
State of California

By _____
Ann M. Stillman
Interim Director of Public Works

"TOWN"

TOWN OF ATHERTON

By _____
George Rodericks
City Manager

By _____
Anthony Suber
Deputy City Manager / City Clerk

APPROVED AS TO FORM

By _____
Mona E. Ebrahimi
City Attorney

Exhibit “A”

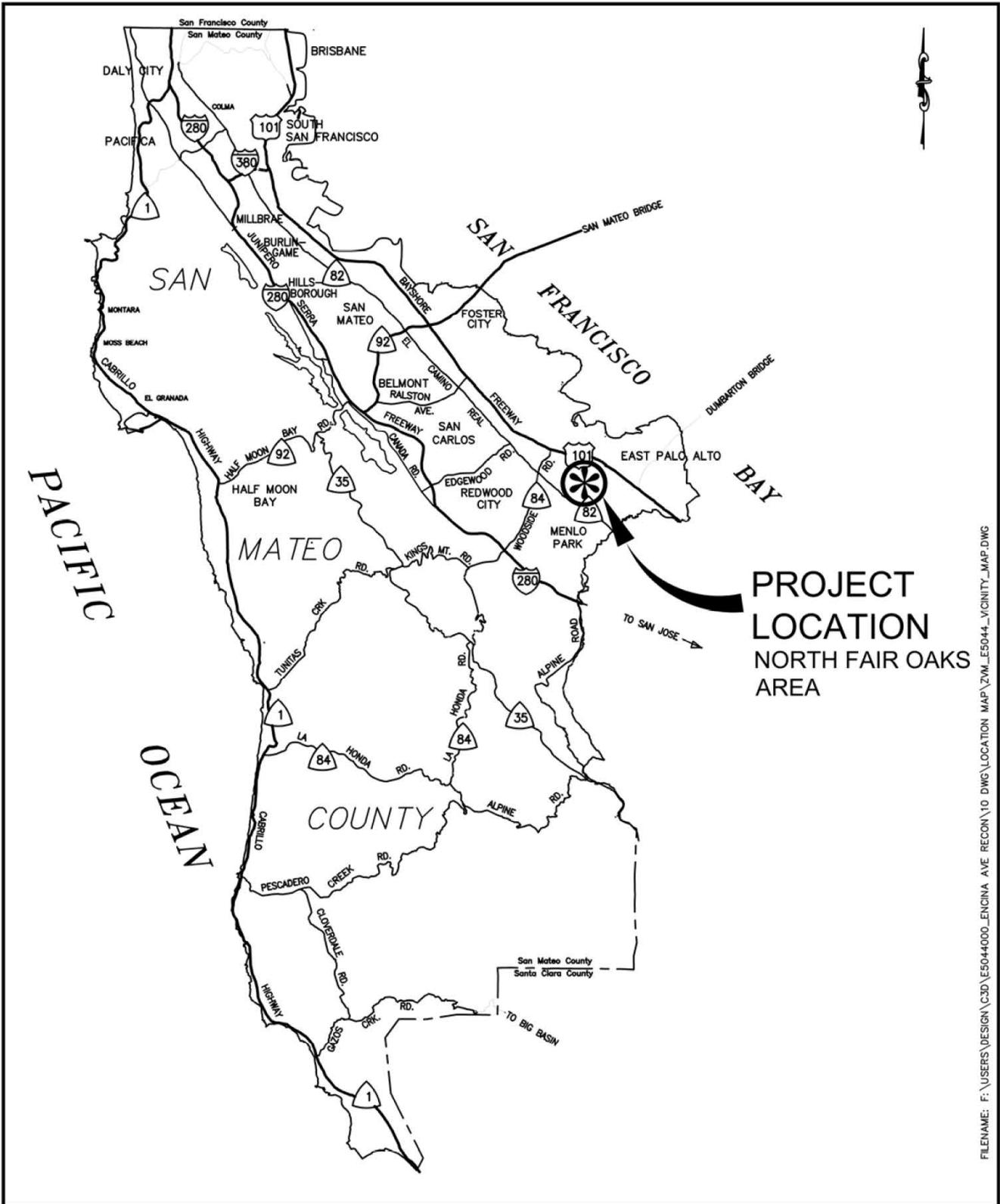
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Location Map (1)

Typical Section (1)

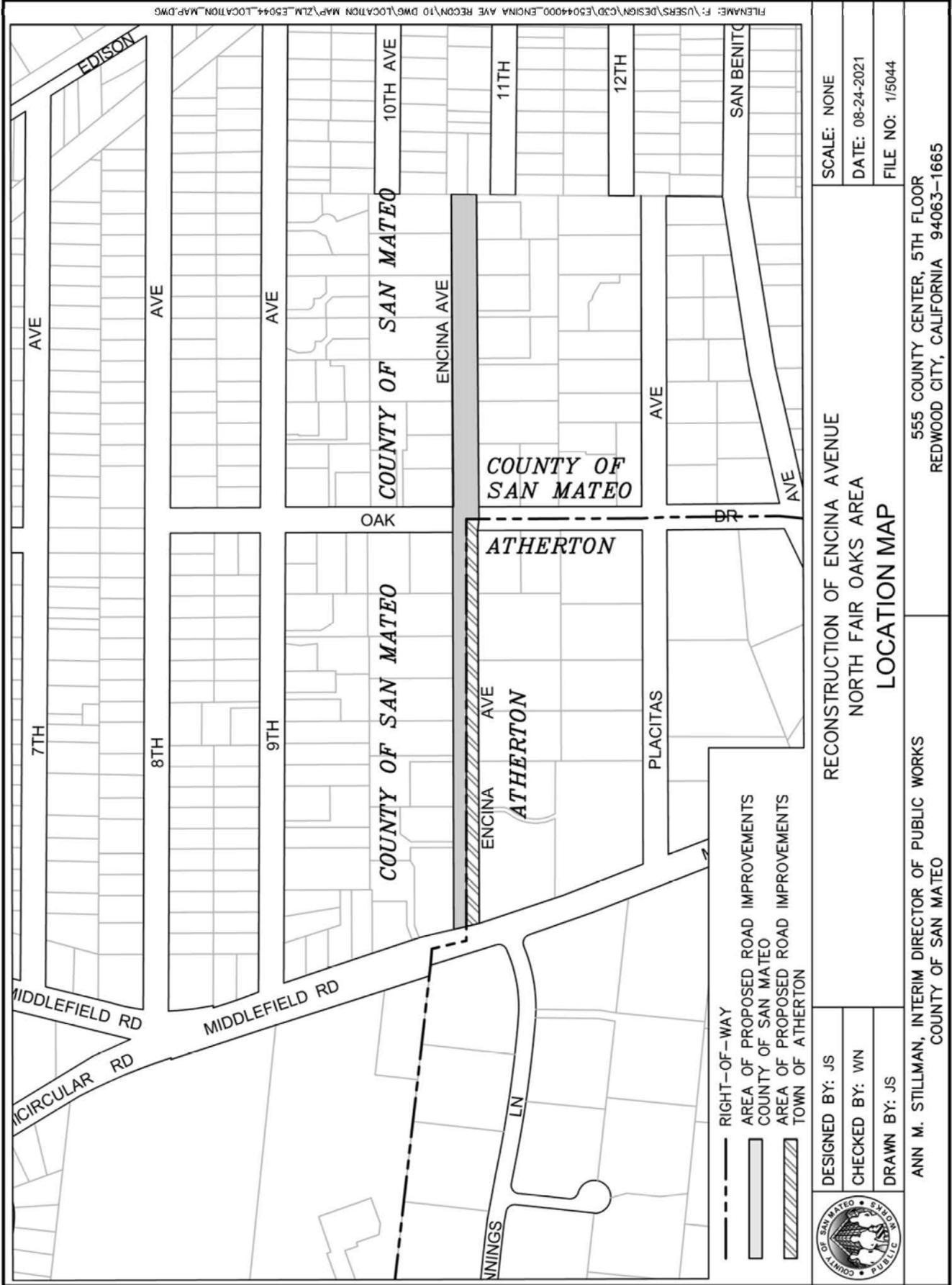
Plan – Town of Atherton Limit (3)

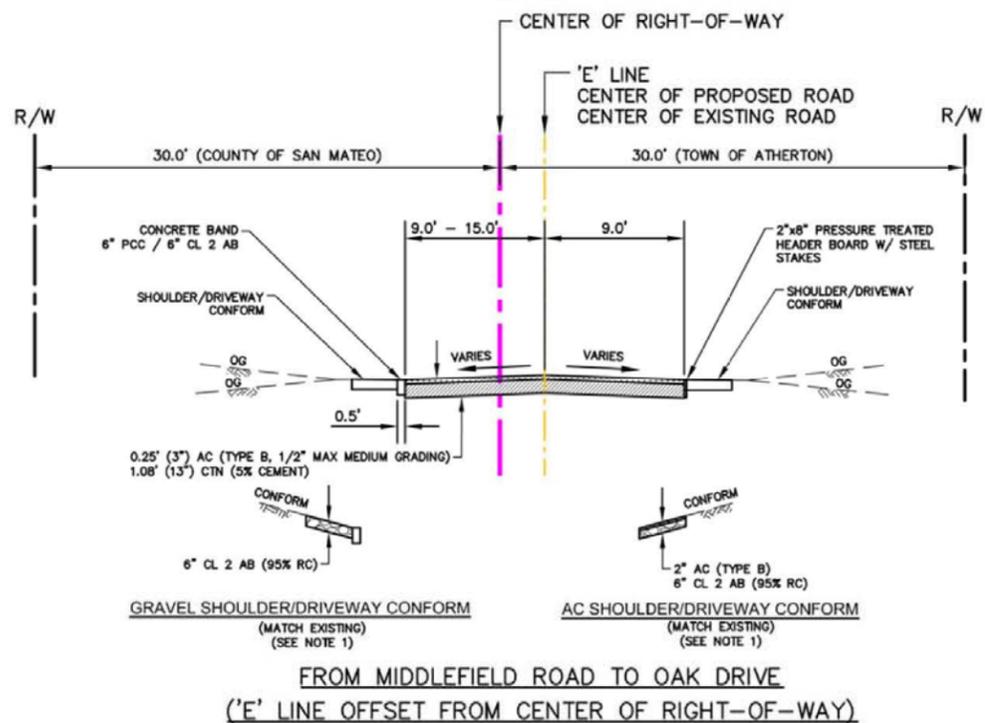
Cost Estimate (1)



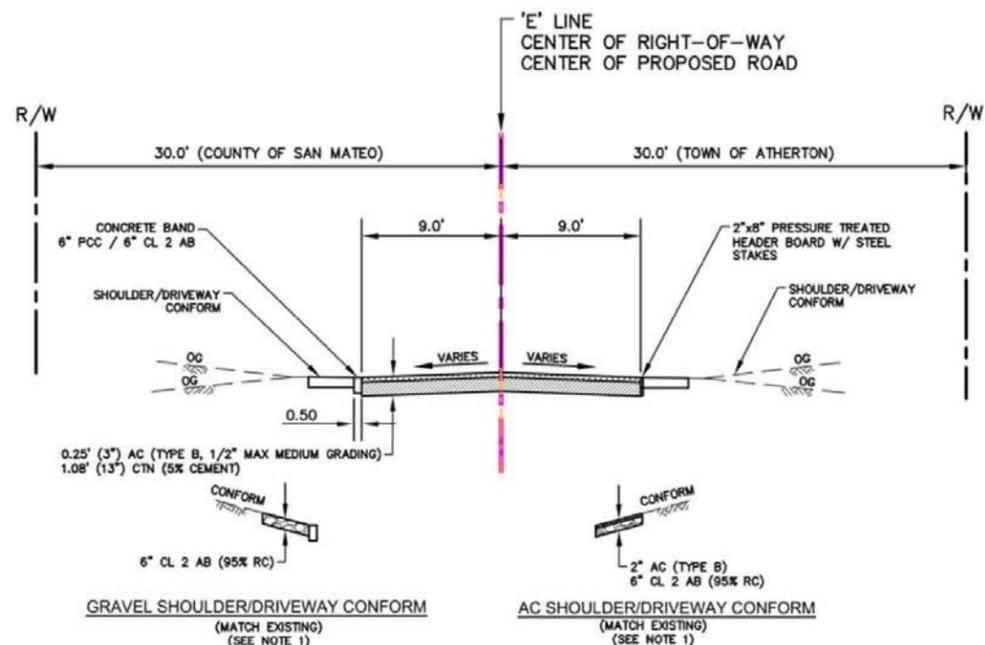
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	CHECKED BY: WN		DATE: 08-24-2021
	DRAWN BY: JS		FILE NO: 1/5044
ANN M. STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS COUNTY OF SAN MATEO		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	

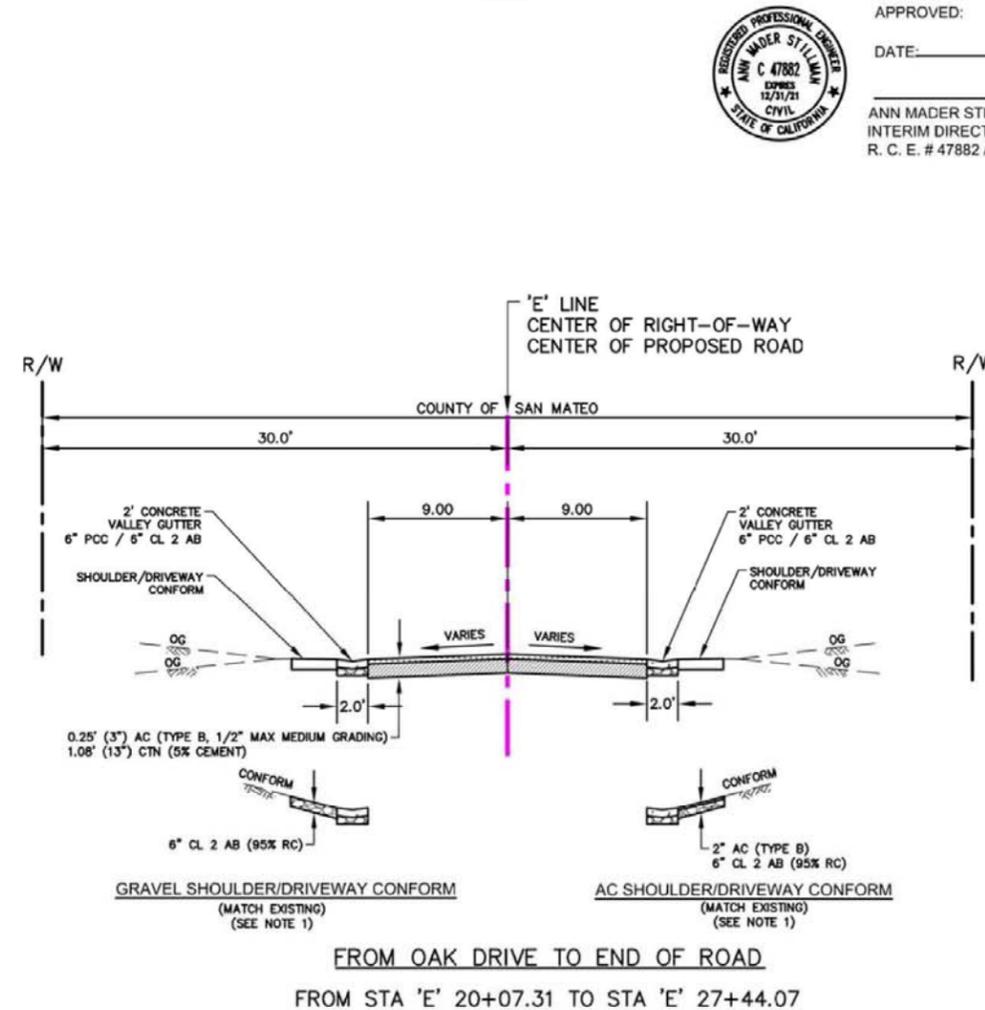




FROM STA 'E' 10+00.00 TO STA 'E' 14+58.34



FROM STA 'E' 14+58.34 TO STA 'E' 19+29.78



NOTES

- 1.) EXISTING NATIVE/DIRT SHOULDER/DRIVEWAY TO BE GRADED TO MATCH ROAD.



APPROVED:
DATE:
ANN MADER STILLMAN,
INTERIM DIRECTOR OF PUBLIC WORKS
R. C. E. # 47882 / EXPIRES 12-31-2021

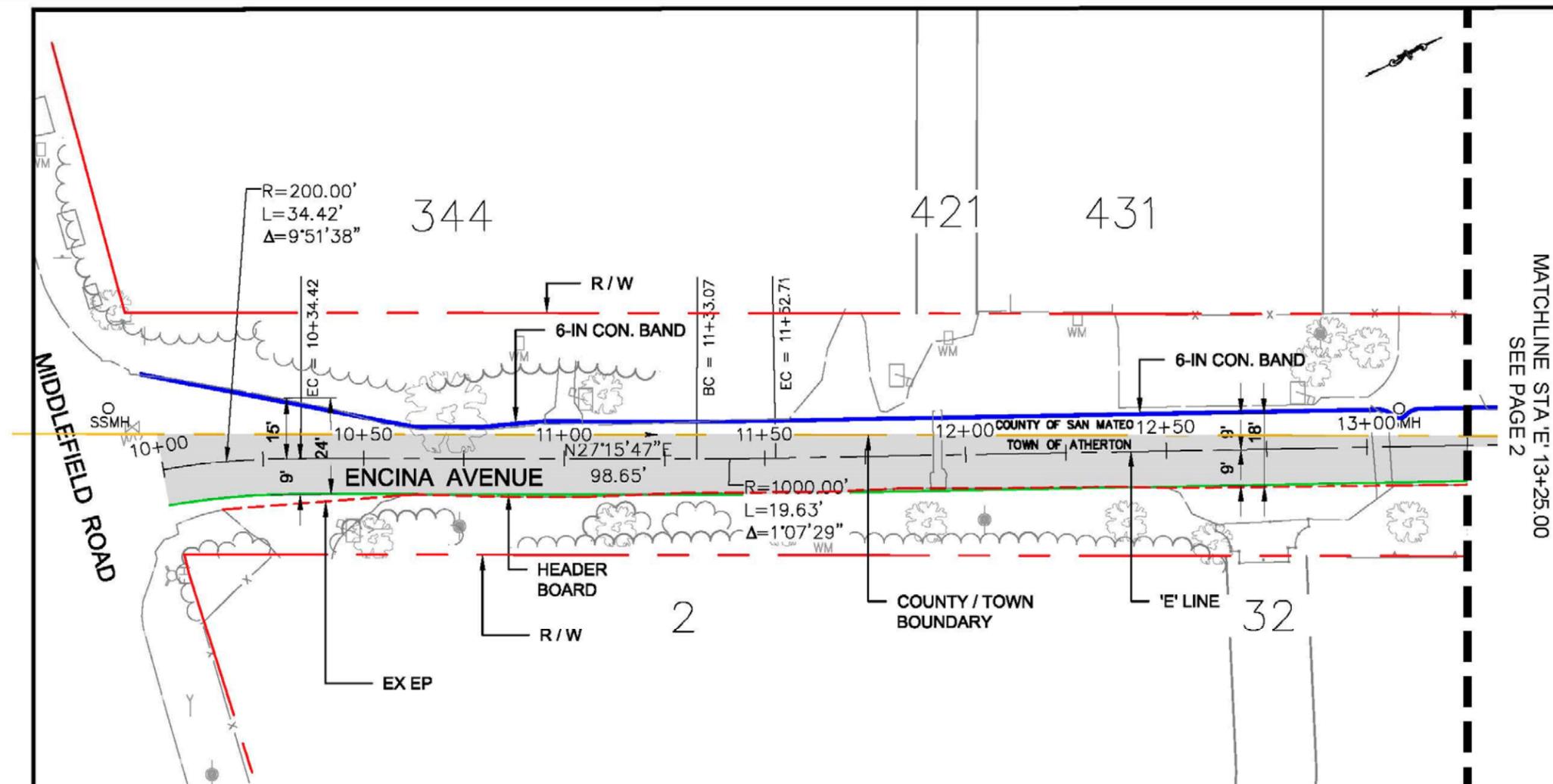


DESIGNED BY: JS	RECONSTRUCTION OF ENCINA AVENUE NORTH FAIR OAKS AREA TYPICAL SECTION	SCALE: NONE
CHECKED BY: WN		DATE: 08-24-2021
DRAWN BY: JS		FILE NO. 1/5044
ANN M. STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS COUNTY SAN MATEO	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	0 1 2 3 4	1 SHEET 1 OF 1

FILENAME: P:\USERS\DESIGN\C30\1544400_ENCINA_AVE_RECORN\10_DWG\VIEW\SECTIONS\5044_TYPICAL_SECTION.DWG (5044-TYPICAL SECTION)



APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 INTERIM DIRECTOR OF PUBLIC WORKS
 R. C. E. # 47882 / EXPIRES 12-31-2021



MATCHLINE STA. E: 13+25.00
SEE PAGE 2

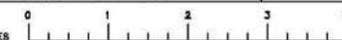
LEGEND:

- COUNTY/TOWN BOUNDARY
- RIGHT OF WAY
- 2-FT VALLEY GUTTER
- 6-INCH CONCRETE BAND
- EXISTING EDGE OF PAVEMENT - (ATHERTON)
- HEADER BOARD 9-FT FROM CENTERLINE OF EXISTING PAVEMENT - (ATHERTON)
- TOWN OF ATHERTON WORK LIMITS

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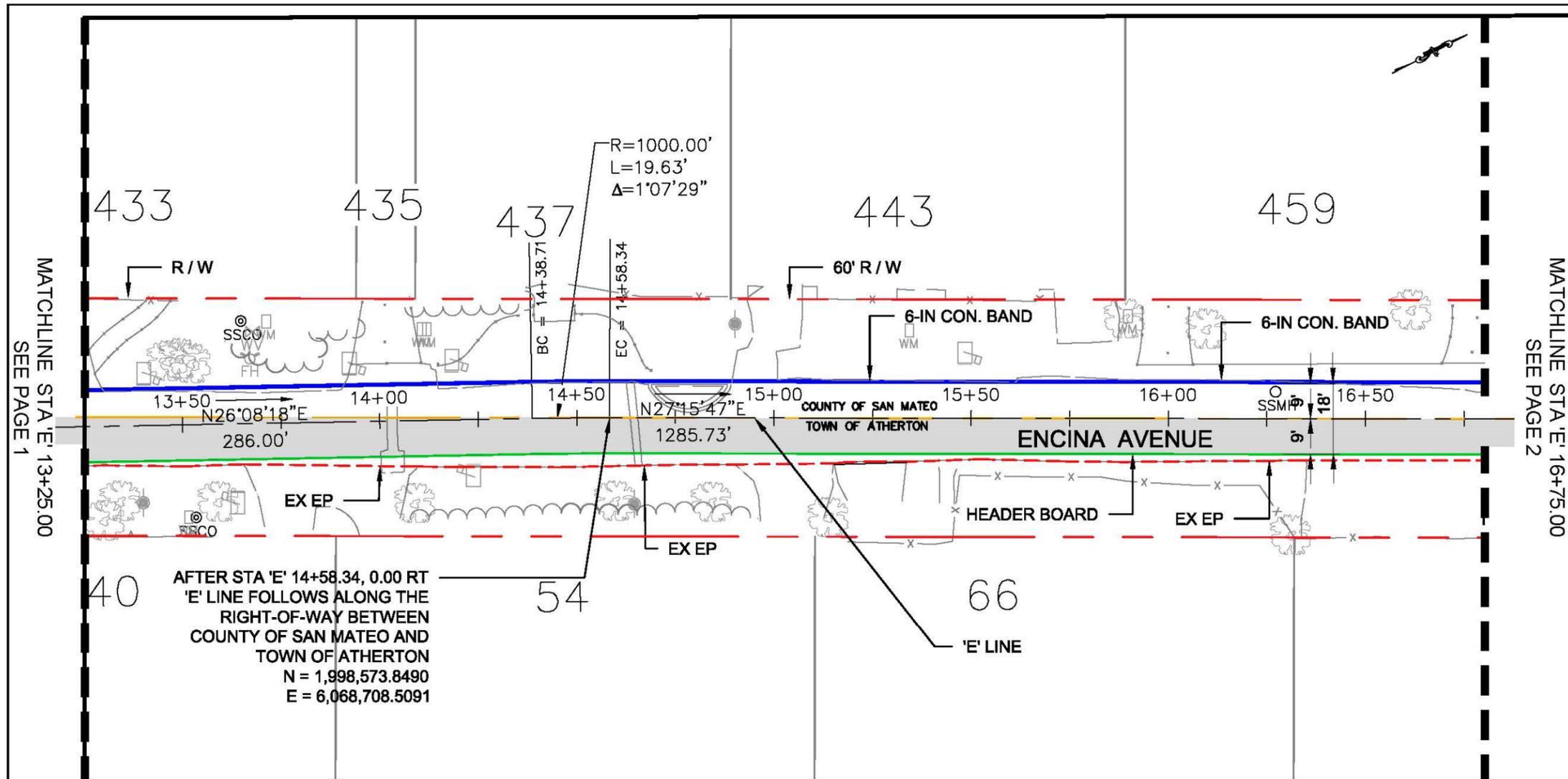


DESIGNED BY: JS		RECONSTRUCTION OF ENCINA AVENUE		SCALE: NONE	
CHECKED BY: WN		NORTH FAIR OAKS AREA		DATE: 08-24-2021	
DRAWN BY: JS		PLAN - TOWN OF ATHERTON LIMIT		FILE NO. 15044	
ANN M. STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS COUNTY SAN MATEO		555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063			
REVISION	DATE				1
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES					1





APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 INTERIM DIRECTOR OF PUBLIC WORKS
 R. C. E. # 47882 / EXPIRES 12-31-2021



40 AFTER STA 'E' 14+58.34, 0.00 RT
 'E' LINE FOLLOWS ALONG THE
 RIGHT-OF-WAY BETWEEN
 COUNTY OF SAN MATEO AND
 TOWN OF ATHERTON
 N = 1,998,573.8490
 E = 6,068,708.5091

LEGEND:

- COUNTY/TOWN BOUNDARY
- RIGHT OF WAY
- 2-FT VALLEY GUTTER
- 6-INCH CONCRETE BAND
- EXISTING EDGE OF PAVEMENT - (ATHERTON)
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- TOWN OF ATHERTON WORK LIMITS

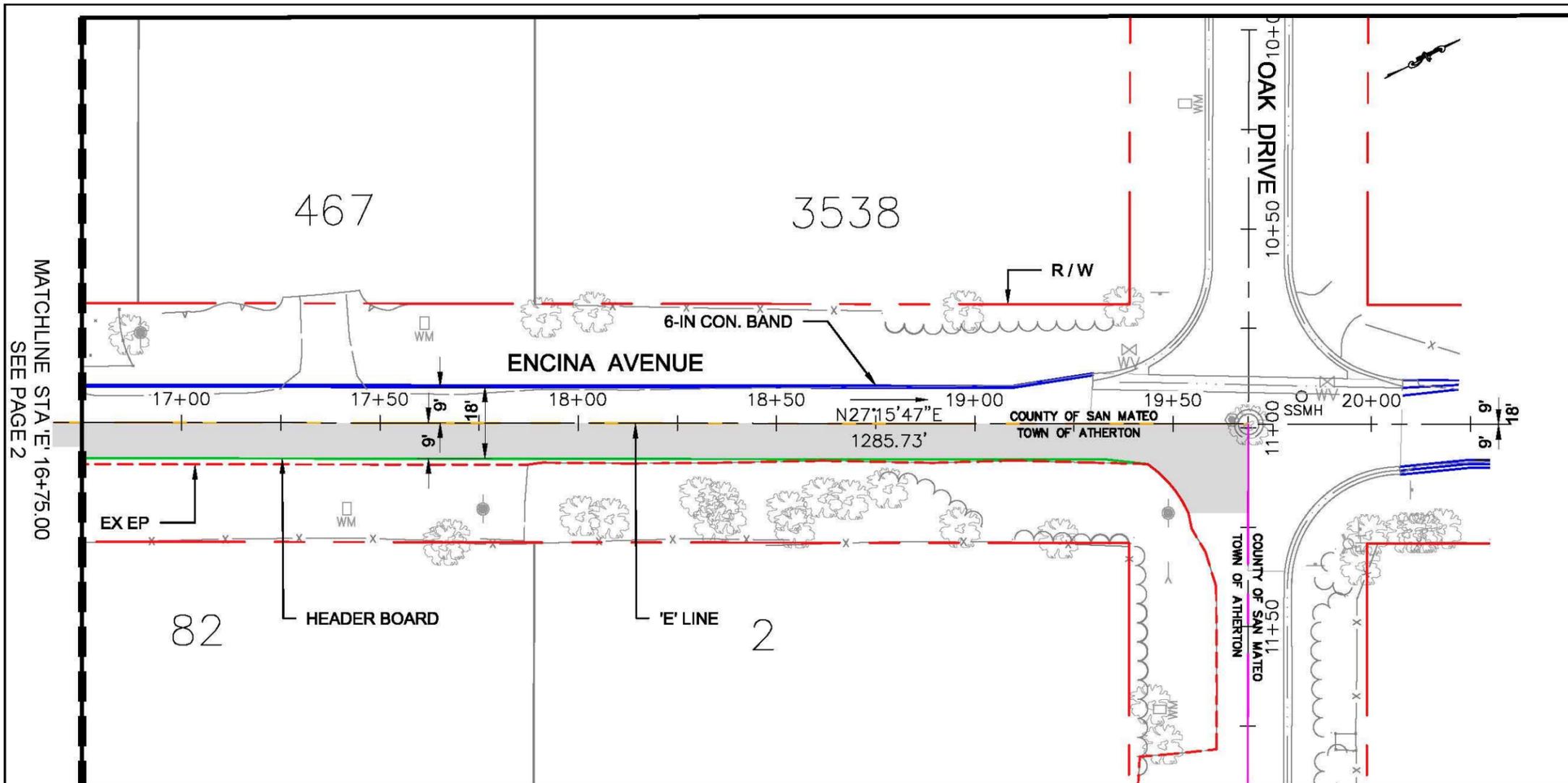


DESIGNED BY: JS	RECONSTRUCTION OF ENCINA AVENUE NORTH FAIR OAKS AREA PLAN - TOWN OF ATHERTON LIMIT	SCALE: NONE
CHECKED BY: WN		DATE: 08-24-2021
DRAWN BY: JS		FILE NO: 1/5044
ANN M. STILLMAN, INTERIM DIRECTOR OF PUBLIC WORKS COUNTY SAN MATEO	555 COUNTY CENTER, 5th FLOOR REDWOOD CITY, CALIFORNIA 94063	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		2 SHEET 2 OF 3

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APPROVED: _____
 DATE: _____
 ANN MADER STILLMAN,
 INTERIM DIRECTOR OF PUBLIC WORKS
 R. C. E. #47882 / EXPIRES 12-31-2021



LEGEND:

- COUNTY/TOWN BOUNDARY
- RIGHT OF WAY
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- TOWN OF ATHERTON WORK LIMITS



DESIGNED BY: JS	RECONSTRUCTION OF ENCINA AVENUE NORTH FAIR OAKS AREA PLAN - TOWN OF ATHERTON LIMIT	SCALE: NONE
CHECKED BY: WN		DATE: 08-24-2021
DRAWN BY: JS		FILE NO: 1/5044
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REVISION	DATE	
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		3 SHEET 3 OF 3

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COUNTY OF SAN MATEO, DEPARTMENT OF PUBLIC WORKS

Cost Estimate for Slurry Sealing and Pavement Repairs for the portion of Encina Avenue within Town of Atherton from Middlefield Road to Oak Drive

DATE: February 16, 2022

Sheet: 1 of 1

ITEM	DESCRIPTION	UNIT	Qty (TOTAL)	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	\$1,000.00	\$1,000
2	Water Pollution Control	LS	1	\$1,000.00	\$1,000
3	Maintaining Traffic	LS	1	\$1,000.00	\$1,000
4	Construction Waste Management	LS	1	\$1,000.00	\$1,000
5	Slurry Seal	SY	1,400	\$6.00	\$8,400
6	Pavement Repair (Type B, 3/4" Maximum, Medium Grading)	SY	111	\$150.00	\$16,650
SUBTOTAL					\$29,050

10% Contingency \$2,905
 10% Overhead \$2,905
TOTAL \$34,860

Green Infrastructure \$25,000

GRAND TOTAL \$59,860