



Item No. 19

Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

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

**FROM: MICHAEL KASHIWAGI
COMMUNITY SERVICES DIRECTOR**

DATE: AUGUST 21, 2013

**SUBJECT: HOLBROOK-PALMER PARK MASTER PLAN CONSULTANT
AGREEMENT**

RECOMMENDATION

Authorize the City Manager to execute a Professional Services Agreement with Bellinger, Foster, Steinmentz in an amount not to exceed \$55,738 to prepare a Master Plan for Holbrook-Palmer Park.

BACKGROUND

The 2013-14 Capital Improvement Program (CIP) includes a Park Master Plan project, budgeted at \$75,000. The Master Plan will provide an update and expansion of the current Park Landscape Master Plan. The primary issues to be addressed in the update of the Park Master Plan are to:

- develop short and long-term analyses of current uses and facilities;
- analyze utilization of land and space;
- identify primary customers and activities to be served;
- develop policy recommendations for programs, uses and fees; and
- develop business strategies for sustainable funding.

FINDINGS

At the April 17, 2013 meeting, the City Council authorized the solicitation through a Request for Proposals (RFP) for the Holbrook-Palmer Park Master Plan. The RFP was advertised on the Town's website, on additional industry sites and through direct solicitation of firms registered with the Town in order to solicit qualified consultants. Proposals were due on May 16, 2013, providing a 4 week response period.

Eight proposals were received from the following firms:

- BASE
- Bellinger Foster Steinmetz
- Kikuchi & Associates
- MIG
- RJM Design Group
- SSA Landscape Architects
- SWA Group and
- Verde Design.

A selection panel consisting of Marylue Timpson, Chair of the Park & Recreation Commission, Steve Tyler, Public Works Superintendent and Gordon Siebert, City Engineer evaluated all proposals, ranked them according to the RFP's evaluation criteria and short-listed two firms, Bellinger Foster Steinmetz and Verde Design to be interviewed. Both firms were interviewed on June 24, 2013 by a panel, which consisted of the above named people plus Steve Parker, Landscape Architect for the City of Redwood City. Based upon their rankings and interviews, the panel unanimously selected Bellinger Foster Steinmetz (BFS), as shown in the Selection Matrix (Attachment A). BFS, located in Palo Alto, has prepared numerous master plans and locally has worked on projects for Morgan Hill, East Palo Alto, and Gilroy.

Following the selection process, the Town began negotiations with BFS, based on their proposed scope of work. The scope includes significant public outreach and input, site analysis, preparation of a draft Master Plan, presentations to the Parks & Recreation Commission and to the City Council and preparation of initial environmental documentation. The negotiated fee is \$46,738 plus a maximum of \$5,000 for renderings and \$3,500 for reimbursement of expenses, which is well within the budgeted amount, and is incorporated into the Consultant Services Agreement (Attachment B).

FISCAL IMPACT

The FY 13/14 Budget includes \$75,000 for the Park Master Plan. The proposal is well within the Town's FY 13/14 Budgeted amount.

Prepared By:

Approved:

Michael Kashiwagi, P.E.
Community Services Director

George Rodericks
City Manager

ATTACHMENTS:

1. Selection Matrix
2. Professional Services Agreement

Criterion	Bellinger Foster Steinmetz	Verde Design
Project Understanding	13	10
Qualifications of Firm and Staff	32	25
Experience on Similar Projects	18	18
Project Delivery	20	20
References	10	10
TOTAL	93	83

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, ____ by and between the TOWN OF ATHERTON ("Town") and BELLINGER FOSTER STEINMETZ LANDSCAPE ARCHITECTURE ("Consultant").

RECITALS

WHEREAS, Town issued a Request for Proposals as approved by the City Council on April 17, 2013;

WHEREAS, Town received proposals from eight consultants on May 16, 2013, including Consultant whose proposal in response to the RFP is set forth in the Exhibits hereto;

WHEREAS, Town desires to obtain landscape architecture consulting services in connection with the Holbrook-Palmer Park Master Plan project, herein "Project";

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.

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

Consultant. Consultant assigns Mike Bellinger to have overall responsibility for the progress and execution of this Agreement.

3. Scope and Performance of Services

Scope of Services. Subject to such policy direction and approvals as Town through its staff 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, 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 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.

Time of Performance. The Services are to commence no sooner than August 22, 2013 and must be completed not later than June 30, 2014. 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. Consultant shall not be responsible for delays caused by actions beyond their reasonable control.

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.

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 **Fifty Five Thousand Two Hundred and Thirty Eight** Dollars (\$55,238) ("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.

Timing of Payment. Consultant shall submit itemized monthly statements for work performed. Town shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

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 Project Manager.

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.

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. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or any other form of absence.

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.

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 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. Consultant shall not be responsible for documents used beyond their original scope and intent, or by anyone other than Town.

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 regardless of who pays for such services. All consultants, specialists, or experts approved by Town are listed in Exhibit D.

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.

Consultant is not an employee of the Town in the performance of the services required by the Project.

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.

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. Consultant shall maintain a Town business license.

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.

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 and any applicable Federal, State, or local laws or requirements.

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.

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.

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.

Minimum Scope of Insurance.

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.

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.

Consultant shall 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. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

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

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

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:

"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."

"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."

"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."

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.

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

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.

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.

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

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.

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.

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.

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.

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.

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 unfavorable conditions or to 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 Clerk
Town of Atherton - Town Hall
91 Ashfield Road
Atherton, CA 94027

If to Consultant:

Mike Bellinger

Comment [WBC1]: Need to add address. Hard to give notice otherwise.

24. Consultant's Books and Records.

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.

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 Finance Director, 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.

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:

- Exhibit A: Scope of Work
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation
- Exhibit D: Consultants, Specialists, or Experts

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

Scope of Work – See attached proposal

EXHIBIT B

SCHEDULE OF PERFORMANCE

Assuming Notice to Proceed on September 2, 2013

Task 1, Site Analysis/Assessment - 9/02/13 to 9/27/13

Task 2, Community Outreach and Public Participation - 9/02/13 to 10/25/13

Task 3, Draft Master Plan and CEQA Initial Study – 10/28/13 to 12/20/13

Task 4, Final Master Plan – by 1/31/14

EXHIBIT C
COMPENSATION

Task 1, \$7,572 Lump sum (LS)

Task 2, \$16,856 LS

Task 3, \$19,158 LS

Task 4, \$3,152 LS

Supplemental Graphics Allowance Not to Exceed \$5,000, on a time and materials basis per attached Standard Schedule of Compensation dated May, 2013

Reimbursable Expenses Allowance Not to Exceed \$3,500, on a time and materials basis per attached Standard Schedule of Compensation dated May, 2013

EXHIBIT D

CONSULTANTS AND SUBCONSULTANTS

Principal: Mike Bellinger, ASLA

Associate: Adit Pal, ASLA

Landscape Architect: Joy Long

Subconsultant: Mindy Craig



TOWN OF ATHERTON

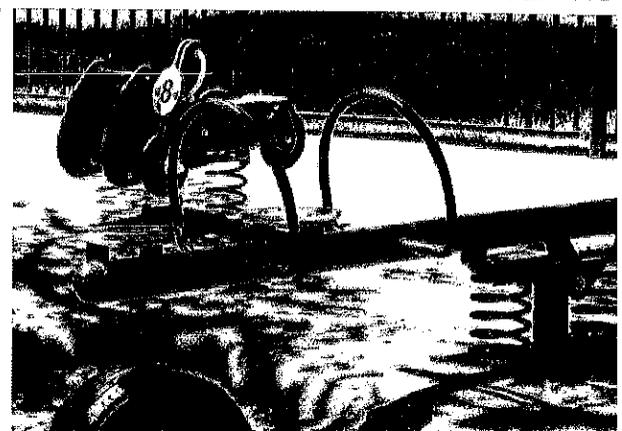
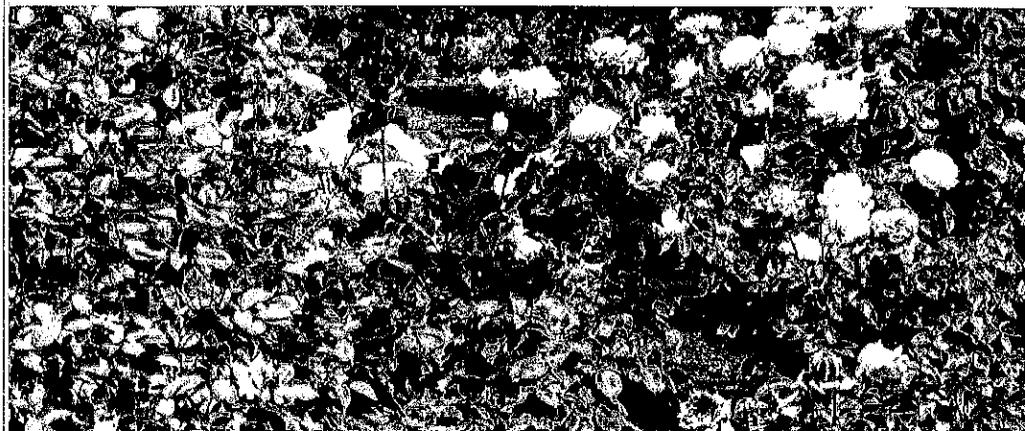
Request for Proposal

MASTER PLAN SERVICES FOR HOLBROOK PALMER PARK

Submitted by

Ben Singer Foster Steinmetz
Landscape Architecture

May 13, 2013



May 16, 2013

Gordon Siebert
Public Works Director
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

RE: HOLBROOK – PALMER PARK MASTER PLAN / DESIGN SERVICE PROPOSAL

Dear Gordon,

Community passions to preserve park character run deep in every community. At Holbrooke – Palmer Park where the community has shouldered responsibility for management and funding the passion will be more personal.

Bellinger Foster Steinmetz is pleased to team with BluePoint Planning to lead a master plan process that will focus on meaningful engagement with park leadership and users. Our philosophy is to create outreach strategies that draw the community into a process of interactive discussion. Master Plan recommendations that follow will present alternatives for refinement of Holbrook – Palmer Park to meet resident needs and Park Foundation goals.

Mike Bellinger will be project manager and lead the Master Plan team. Adit Pal and Joy Long will provide staff support at community events and in house production of the master plan document. Mindy Craig, BluePoint Planning, will complement the team with her community outreach and engagement skills.

Our proposal seeks to satisfy City's proposed scope for community involvement that will clarify the park program needs. I look forward to personally presenting our approach and qualifications.

Sincerely,



Mike Bellinger, ASLA

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7. SUBCONSULTANT QUALIFICATIONS

8. FIRM LITIGATION / DISCLOSURE

COST PROPOSAL (Submitted in Sealed Envelope)

FIRM PROFILE

Firm Profile

Type of Organization
Landscape Architecture

Established
January 1994

The firm is wholly owned by the three principals.

Monterey Office
425 Pacific Street, Suite 201
Monterey, CA 93940
831.646.1383 phone
831.373.8653 fax

Palo Alto Office
445 Sherman Avenue, Suite W
Palo Alto, CA 94306
650.326.6622 phone
650.326.6626 fax

Principals
Michael Bellinger, ASLA
Larry Foster
Simon Phillips

Associate Principal
Adit Pal, ASLA

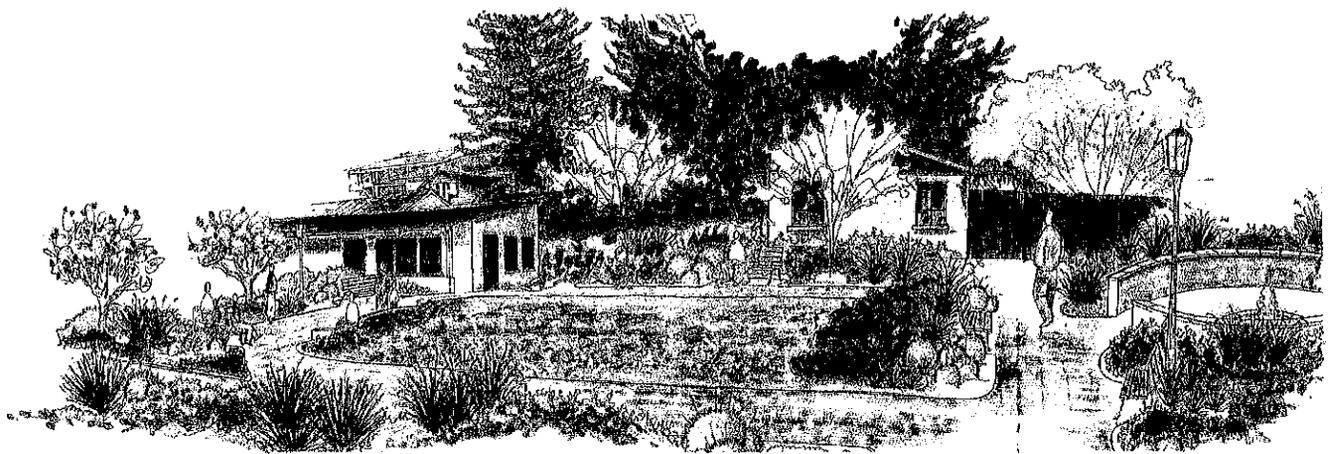
Associate
Elke Ikeda, ASLA

Bellinger Foster Steinmetz has provided quality services to public and private agencies and academic institutions across central California for over 19 years. Representative projects range from regional parks and open space master plans to detailed design for universities, colleges, schools, neighborhood parks, urban streetscapes, and community facilities.

Our work reflects our attentiveness to community needs as well as environmental design issues. We strive to balance function, need, aesthetics, and enhancement of a community's inherent character. As project managers, the firm provides timely service, respecting clients' overall project budget, schedule, design, and planning goals. Representative projects range from regional parks and open space master plans to detailed design for neighborhood parks, urban streetscapes, schools and community facilities.

We recognize that communication is key to the success of any project. Our professional skills are supplemented with a broad range of digital communication tools, including CAD, photo simulation, 3-D modeling, and desktop publishing software so we can provide our clients with state-of-the-art communication products.

Projects completed by firm principals have gained recognition through awards from the American Society of Landscape Architects, Ahwahnee Livability Award, Waterfront Center, Santa Clara Valley Urban Runoff Pollution Prevention Program, California Preservation Foundation, and California Downtown Association.



Bellinger Foster Steinmetz

Landscape Architecture

PROJECT APPROACH

Project Approach



PROJECT UNDERSTANDING

Holbrooke–Palmer Park is a reflection of the rich cultural history of Atherton. Over time, the park has evolved with thoughtful changes, art installations, and a mature landscape that has been diligently maintained. New programs and private events have increased use of the park by a wide spectrum of residents, while also increasing the revenue stream for the City. Overall, Holbrook–Palmer Park is a community success, which now may have grown beyond its capacity.

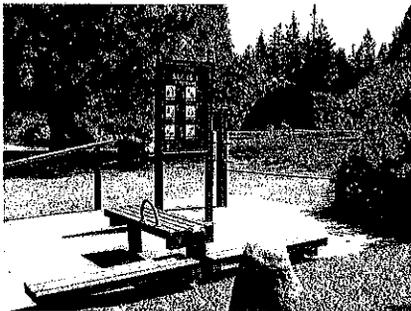
The City is undertaking a park Master Plan to assess the current uses, programs, and park facilities, with input from the Community. While the park may not visually look over-used, there are a number of special events during the year which may preclude casual use of the park by local residents. City Council has moved to restrict permits until the park Master Plan is completed.



PROJECT APPROACH

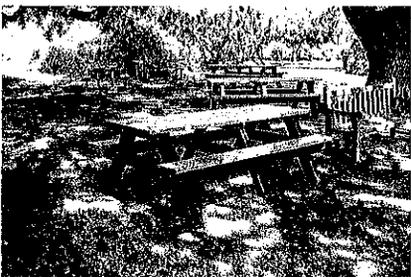
There are four key elements to this Master Plan Team process:

- **Community awareness** of the park mission and Master Plan goals and **meaningful engagement** about the future of the park
- **Holistic park program understanding** of casual park use, one-time reservation/permit user activities, and longer term park facility stakeholder programs
- **Assessment of park facilities** capacity, physical conditions, code compliance, and financial resources
- **Clarifying strategic options** with financial implications to guide Master Plan decisions by the Foundation and City Council.



COMMUNITY AWARENESS AND ENGAGEMENT

To generate stakeholder interest in the Master Plan process, a news release at the start of the project will alert the community and let them know how to get involved. This news release can be added to the City Website and the City Newsletter, which is emailed direct to residents on the city email list. Regular master plan process updates will be prepared by the Master Plan team to be posted to the City Website with links to Park Master Plan Community Involvement activity summaries.



To initiate outreach, the Master Plan team will meet with major stakeholders to discuss the history of site use, improvements, and operational issues past and present. The goal is to assemble an understanding of park programs and how the site has been used over time. An online survey reflecting these same topics will be available for all other interested persons or groups. Additional meetings may be appropriate for other key stakeholder groups.

To broaden the input from casual park visitors or interested individuals directly involved with a stakeholder organization, the Master Plan team will advertise, host and facilitate a Park Tour. Information stations will be set up within the park with a tour book for people to write comments on key park activities or elements. An online

Project Approach

survey link will be available to users for direct electronic access to a Park Survey form. In addition, we can facilitate an interactive visioning element in an Open House to encourage discussion and brainstorming.

The Park User Program findings will be summarized including a breakout of community ideas for the park future. In a second Open House in the park, the Master Plan team will present park program findings and illustrate park use ideas through a range of photo images, graphics, and sketches. Attendees will be asked to select their preferences for park character. The Master Plan team will summarize community preferences for any proposed changes to the park.

PARK USE PROGRAM

The Master Plan team will present findings from the community input phase to City staff and the Parks & Recreation Commission. In the presentation, a park program schedule will be prepared to graphically illustrate the intensity of park use in time and location, as well as community preferences. A Park Use Program Summary will be prepared documenting park use type, frequency, including revenue/funding sources.

PARK FACILITY ASSESSMENT

Concurrently, the Master Plan team will document the existing structures, utilities, walks, drives, parking, and park features utilizing existing maps, site visit photos, and a narrative summary. If the City has any documentation regarding code compliance, structural assessments, traffic studies, these will be used and referenced as appropriate. The park will also be documented photographically and used in the Park Facility Assessment Summary. The capacity of the existing park facilities will be projected for comparison to the current Park Use Program.

STRATEGIC OPTIONS

The Master Plan will synthesize community input and ideas into a series of Park Future Options, much like a City General plan looks ahead for the next 20 years. The purpose of these options would be to discuss how to balance the physical and financial resources available to the park. Options will be presented to the Parks and Recreation Commission and City Council for direction. If preferred, Park Future Options can be the focus of a third Open House for input prior to the Commissions and Council.

MASTER PLAN

The final master plan will document community involvement, park use and capacity, options for park futures and recommendation summary. The report will present input and ideas in a simple, concise narrative style with easy to understand graphics and maps.

PROJECT EXPERIENCE

Project Experience

Client
City of Milpitas

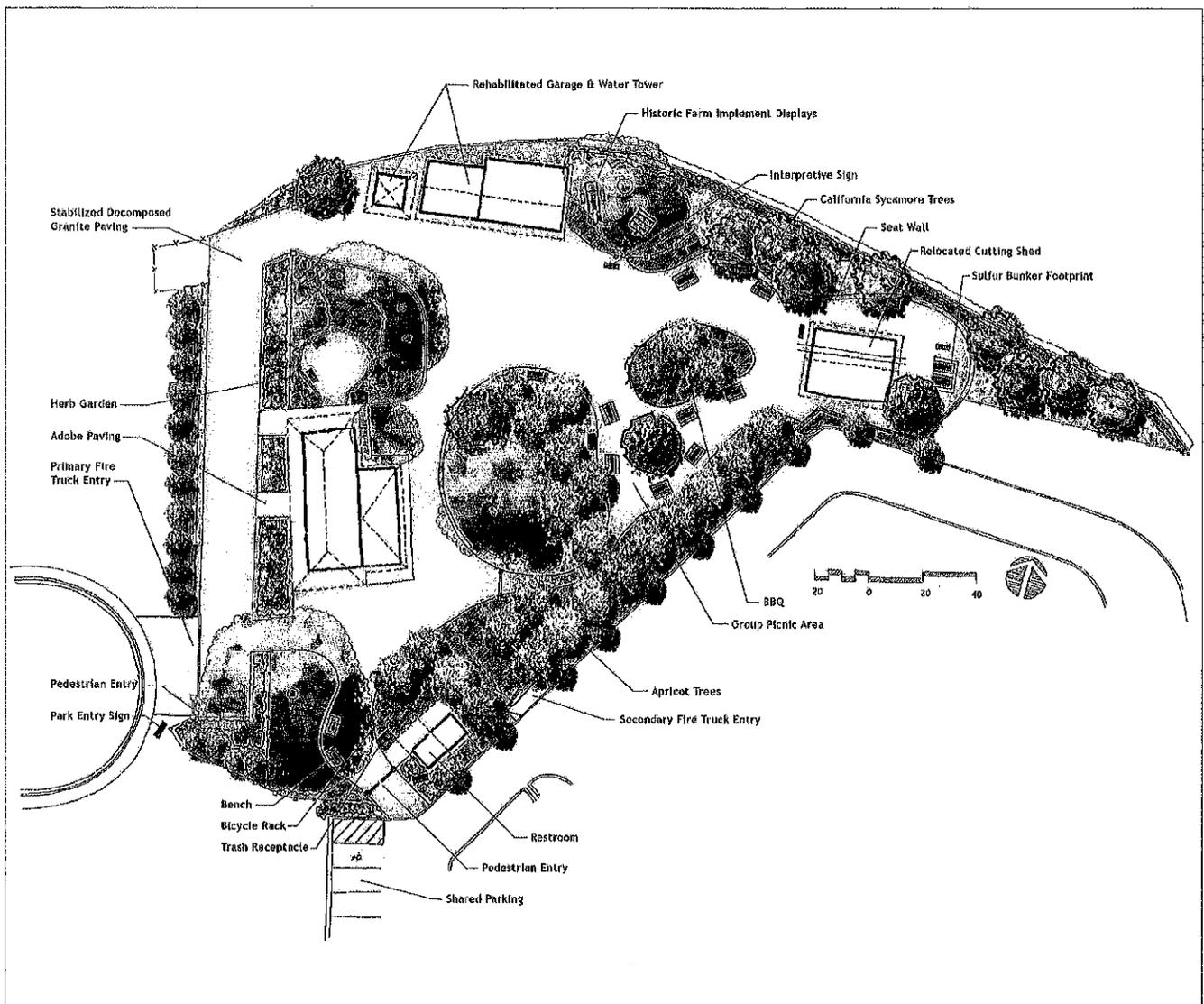
Contact
Mr. Michael Boltrott
Associate Engineer
408.586.3415

Location
Milpitas, CA

Project Info
Completion: Spring 2013
Estimate: \$2,400,000
Award: \$2,140,250

Alviso Adobe Park

Formerly an apricot farm, the site of the historic Alviso Adobe in the City of Milpitas was converted to a neighborhood park with historic components. Intended to be used for special functions, educational events and recreational enjoyment, the park features picnic and seating areas along with barbecues, benches, trash receptacles, a new restroom facility, an apricot orchard and herb garden. Farm fences, farm implement displays, rehabilitated structures and planting restore the historic site character.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

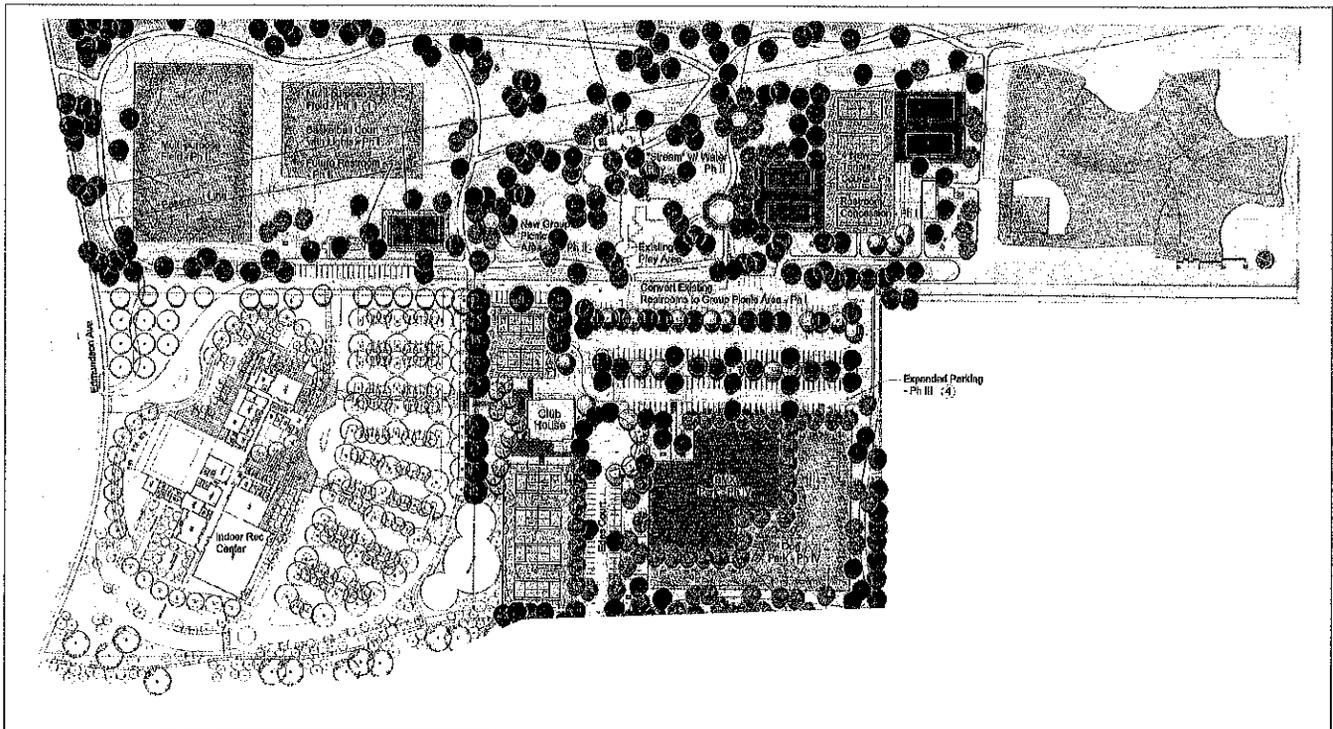
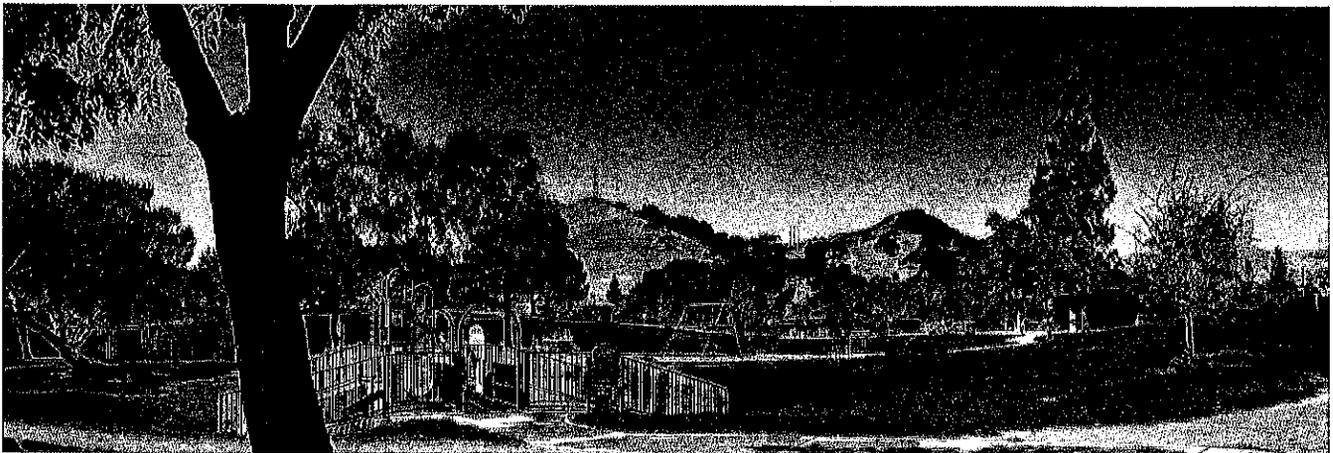
Client
City of Morgan Hill

Contact
Mr. Mori Struve,
Deputy Director of Public Works
408.776.7333

Location
Morgan Hill

Morgan Hill Community Park Master Plan

In concert with preparation of Morgan Hill's Parks, Facilities, and Recreation Programming Master Plan, Bellinger Foster Steinmetz prepared a master plan and subsequent phase-1 construction documents for Community Park, a 24-acre park near the center of town. Improvements include proposed new multi-use sports fields, group picnic areas, renovated trails, expanded tennis courts, concession area and water features. The final Master Plan was coordinated with a new Community Recreation Center built on adjacent City property, creating a destination recreation facility and scenic park for residents of all ages.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

Client

City of Santa Cruz

Contact

Ms. Carol Scurich, Superintendent
Parks and Recreation Department
831.420.5272

Location

Santa Cruz, CA

Project Info

Project Estimate: \$4,301,900
Construction Base Bid: \$4,155,200
Project Completion: 2005

Depot Park

The City's former railroad transportation center, strategically located between the beach area and downtown, is poised to become a major City gathering place through the reintroduction of recreational park activities served by multi-modal transportation systems.

Bellinger Foster Steinmetz worked with VBN Architects to create a master plan for the site that includes a multi-modal transit center, synthetic turf multi-use sports field, multi-use trails connecting to the City's pedestrian and bicycle trails system, parking, gateway entry feature, tot lot, picnic area, public art element, and future Natural History Museum. The plan proposes relocation of the existing historic freight building and possible future reconstruction of the historic depot building. The master plan reestablishes vital connections between the beach area, downtown, adjacent neighborhoods, and the adjacent Neary Lagoon. As such, a diversity of uses, goals and interests all converge at the Depot Site.

The Master Plan was created under the leadership of the 22-member Depot Site Master Plan Task Force that represented diverse community interests. As the prime consultant, Bellinger Foster Steinmetz prepared construction documents for this \$5.2 million project. Bidding was completed on schedule and within budget.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

Client

Santa Clara County Parks

Contact

Ms. Alicia Flynn, Project Manager
408.355.2209

Mr. Chad Browning, Project Manager
Sandis Inc
408.636.0902

Location

San Jose, CA

Project Info

Project Completion: Phase 1 - Summer 2014

Phase 1 Estimate:

Infrastructure - \$1.8 M

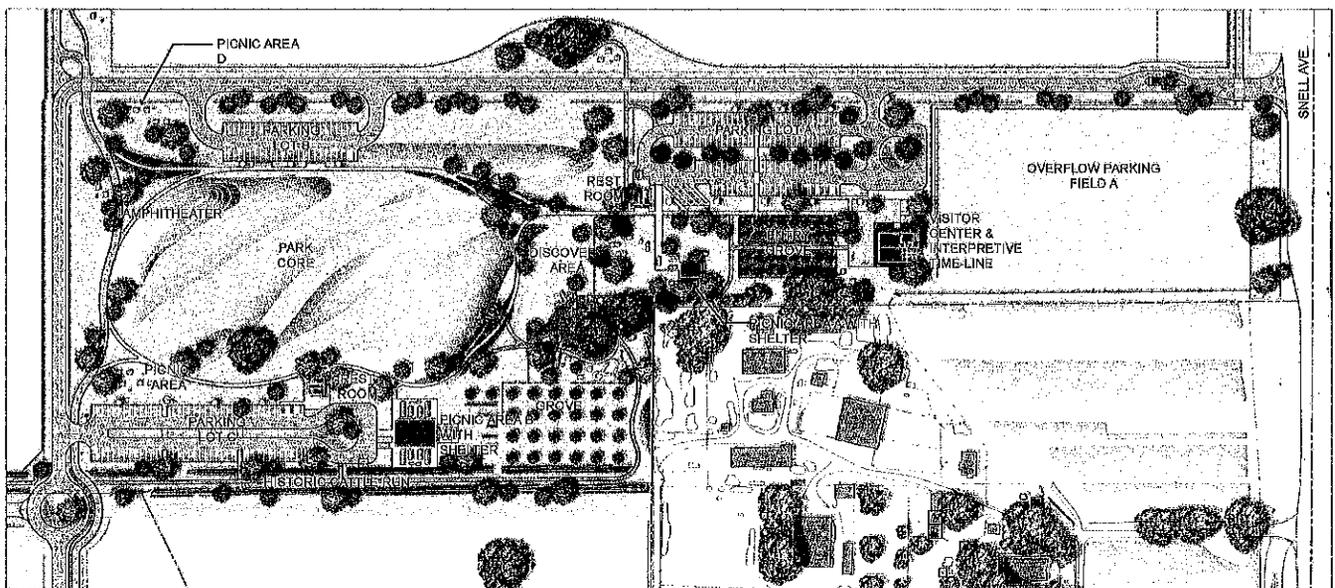
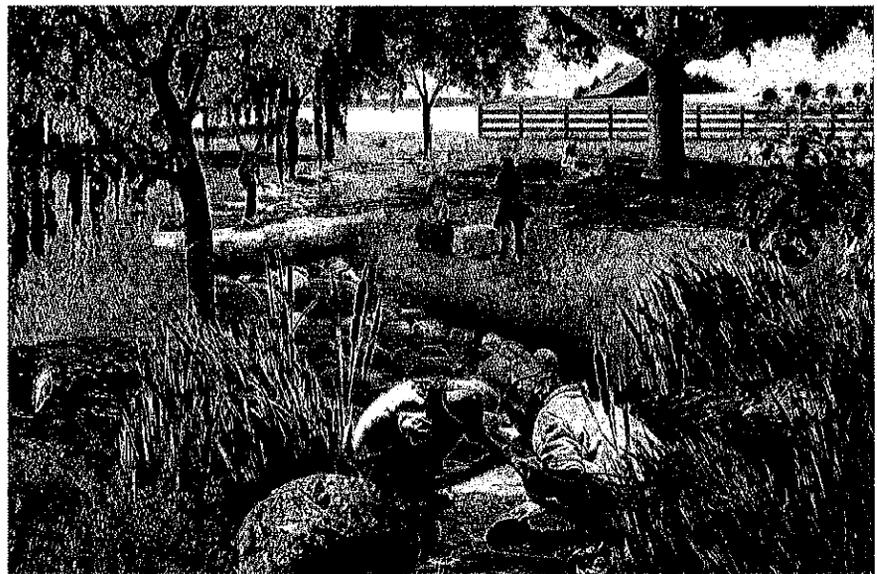
Park Site - \$9.2 M

Structures - \$6.1 M

Martial Cottle Park

A joint venture between California State Parks and Santa Clara County Parks will preserve 290 acres of agriculture land through purchase and donation. Surrounded by the City of San Jose, Martial Cottle Park creates a resource for sustainable production agriculture, urban agriculture education programs, open space and recreation.

The initial development includes infrastructure, 3.5 miles of perimeter trails, a 20-acre open space park for picnic facilities and a "Discovering Woods" for informal play. Site forms and materials reflect the landscape heritage of the region in the late 1800's. Future phasing of the park will include community events and meeting pavillion.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

Client
City of Monterey Cultural Arts/Historic Facilities

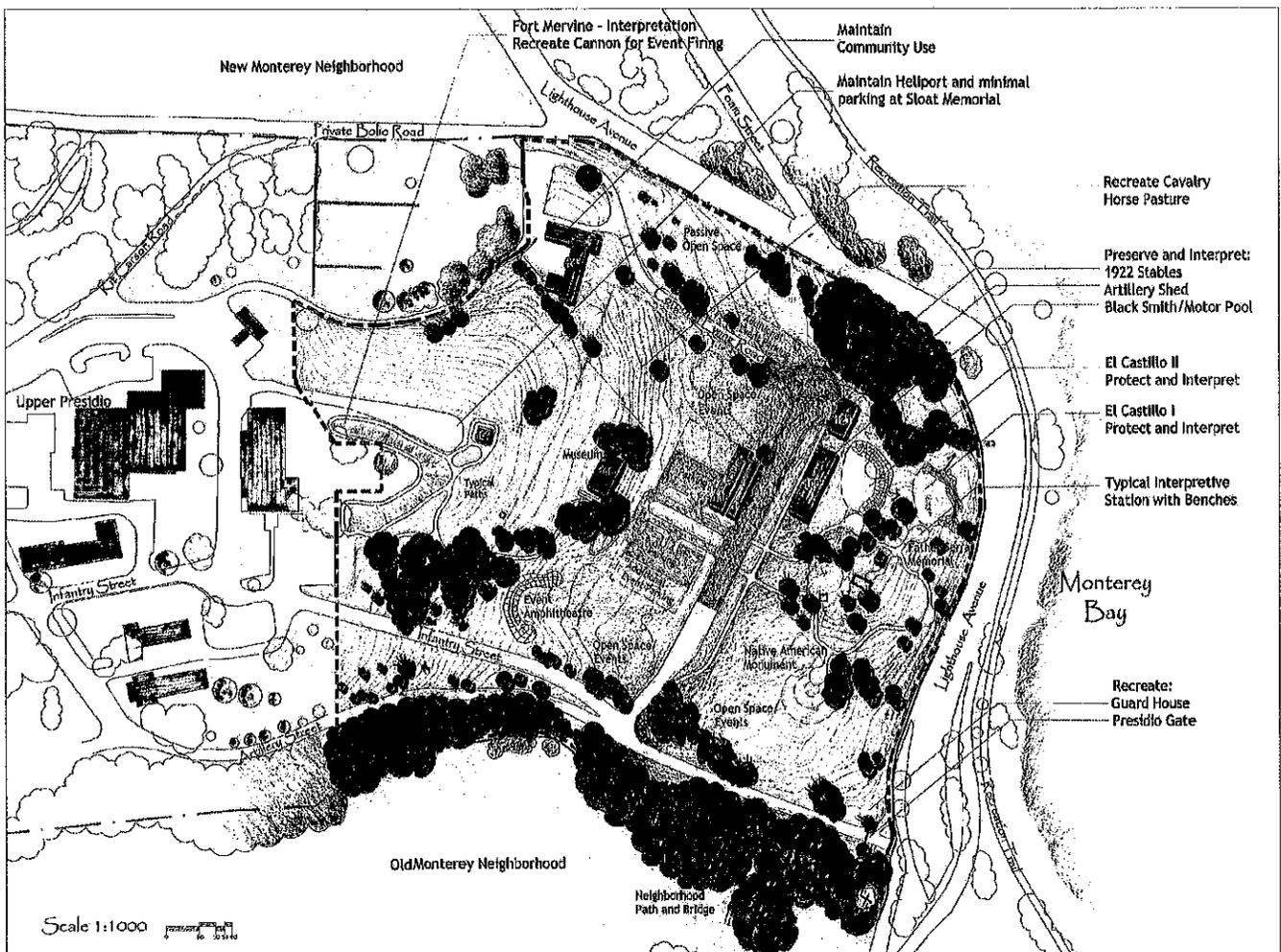
Contact
Mr. Jim Conway
831.646.3991

Location
Monterey CA

Lower Presidio Historic Park Master Plan

The rich cultural history of the Presidio of Monterey is the focus of the Master Plan developed by Bellinger Foster Steinmetz for the City of Monterey. The Presidio's human use began 7,000 years ago and extends through the Spanish Colonial period to current times as the home of the Defense Language Institute. Bellinger Foster Steinmetz evaluated historic periods along with archaeological and open space resources to identify site development and preservation priorities. The final design balances current historic interpretation practices, ongoing use of a military installation and protection of Native American heritage resources.

The 26-acre Master Plan takes into account reuse of historic and non historic structures for interpretation opportunities. In addition to physical development recommendations, the Master Plan identifies management responsibilities and development strategies for shared use by the Army, the City of Monterey, and California State Parks. The planning process involved consensus building among the diverse stakeholders with often conflicting interests.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

Client
City of Morgan Hill

Contact
Mr. David Gittleson, Associate Engineer
408.778.6480 x234

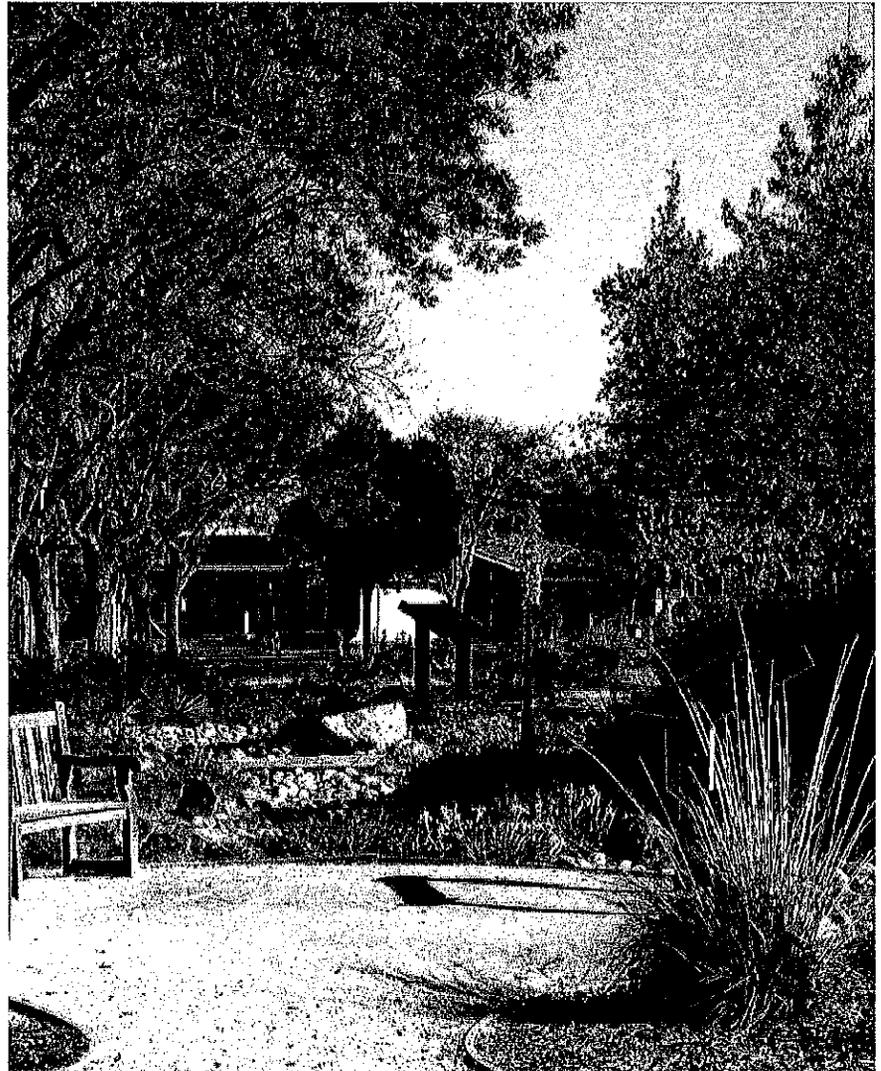
Location
Morgan Hill CA

Project Info
Project Estimate: \$136,000
Project Award: \$137,234
Completed: 2008

Morgan Hill Demonstration Garden

The Morgan Hill Water Conservation Demonstration Garden involved the preparation of preliminary concept designs for the .24 acre site in front of City Hall. Conceptual Presentation Plans were followed with design development drawings. Bellinger Foster Steinmetz prepared Construction Documents and assisted the City with Cost Projections.

The Garden takes into account aesthetics, water conservation, and long term maintenance. The Morgan Hill Water Conservation Demonstration Garden features planting, use of hardscape elements, such as boulders and gravel filled dry stream bed, as well as interpretive signage informing the visitor about the California Native plant palette displayed and innovative irrigation techniques used to conserve water.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

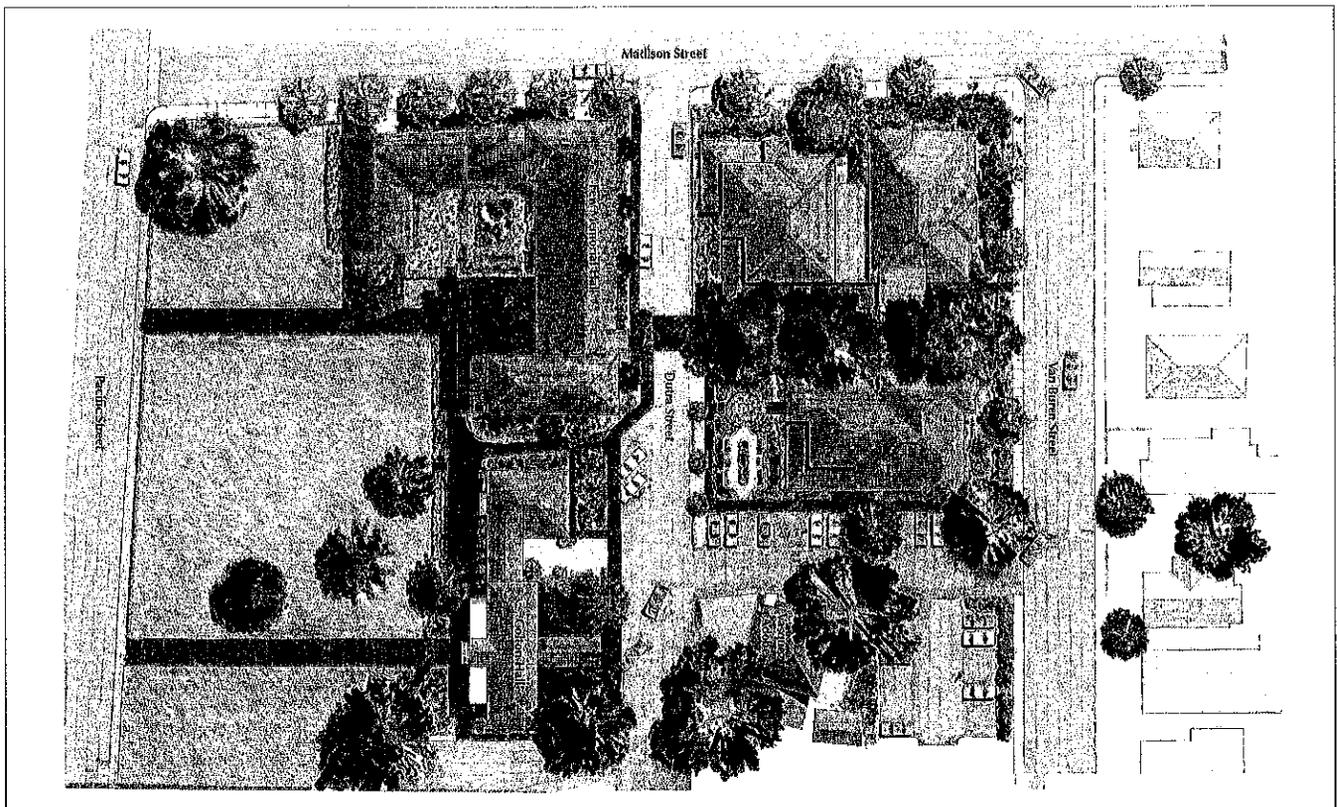
Client
City of Monterey

Contact
Mr. Carl Anderson, Director of Public Facilities
831.646.3770

Location
Monterey, CA

Monterey Civic Center Master Plan & Public Safety Service Office

Monterey is evaluating a new facility adjacent to historic structures. Bellinger Foster Steinmetz provided site design concepts, graphics, and meeting presentations. New public spaces and gardens will be created consistent with the fabric of adjacent historic buildings and their surrounding garden spaces.



Bellinger Foster Steinmetz

Landscape Architecture

Project Experience

Client

City of Gilroy

Contact

Mr. Bill Headley
Facilities and Parks Department Manager
408.846.0450

Location

Gilroy CA

Project Info

Phase 1

Construction Estimate: \$368,000

Project Schedule: 2001-2009

Date of Completion: 2009

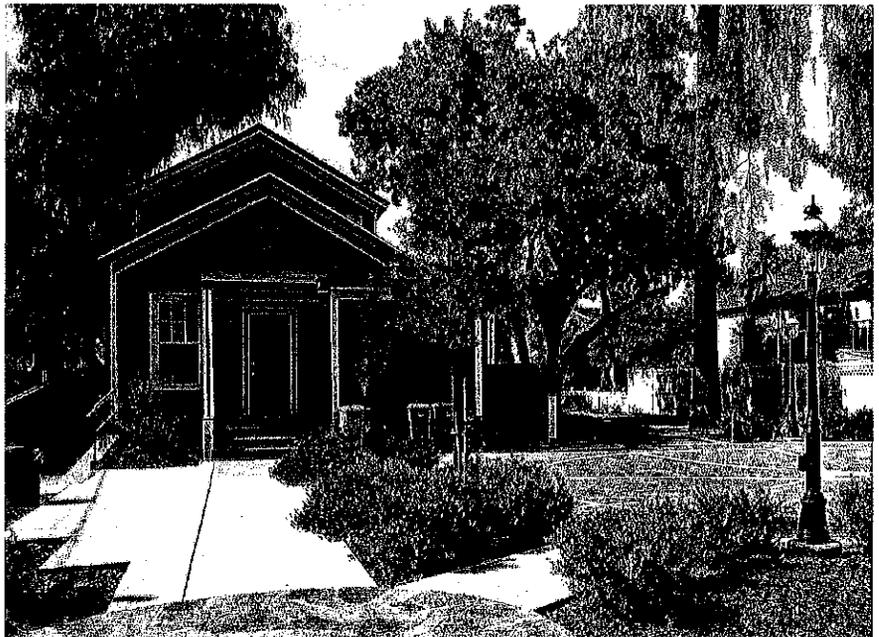
Implementation was a function of multi-year funding from multiple successful grant applications

Outside Agency Coordination

Santa Clara County Historic Society - Grant

Willey House Cultural Center

In keeping with its historic, residential setting the site was developed to look and feel like a private garden of the Craftsman era. A number of paved areas are personal in scale and defined by differing paving materials. Planting areas weave in and around the activity zones and period details evoke a time long past. Historic character combined with modern amenities creates the perfect setting for small weddings and public gatherings alike.



Bellinger Foster Steinmetz

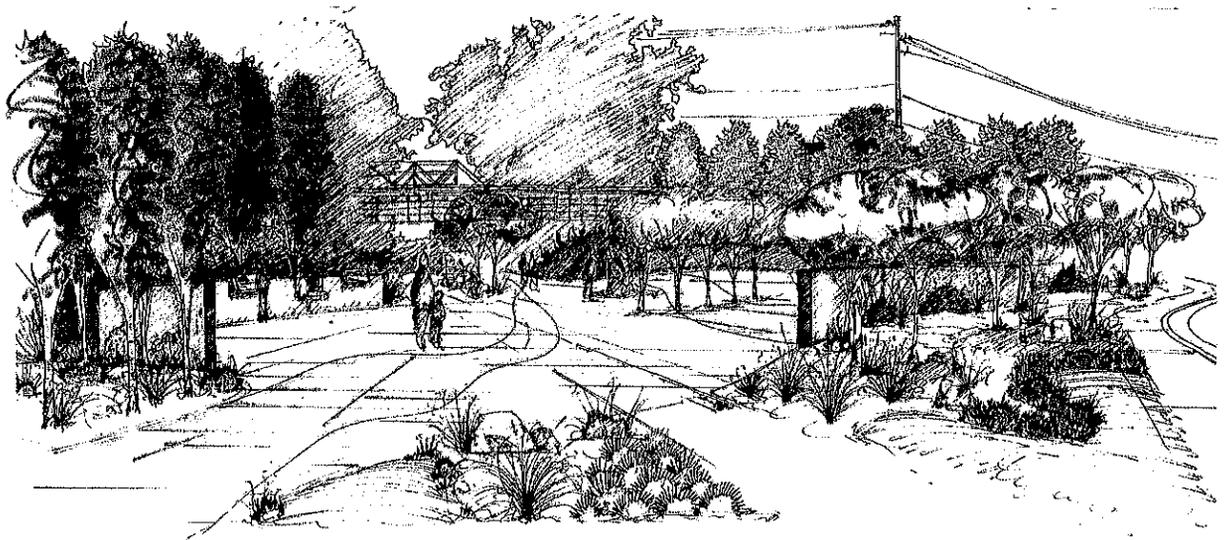
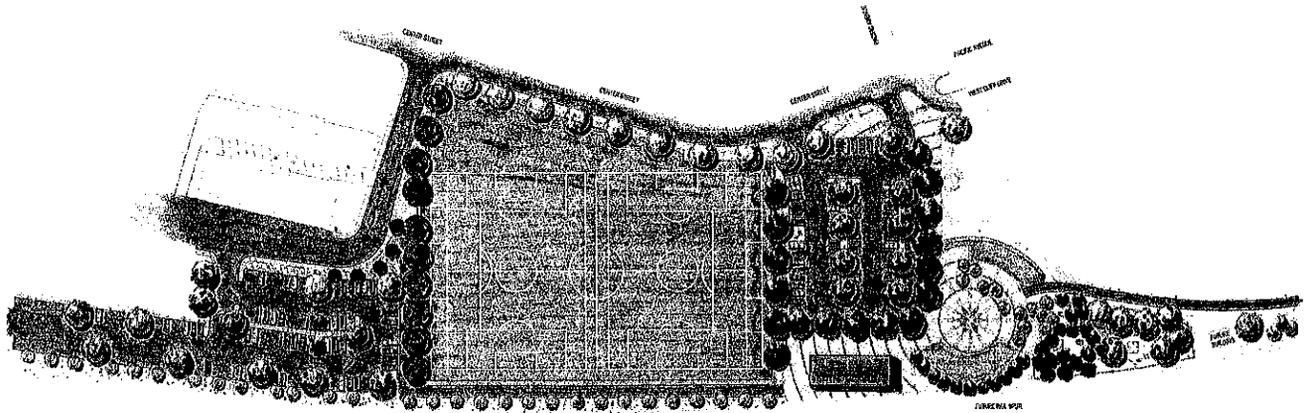
Landscape Architecture

MASTER PLAN GRAPHIC EXAMPLES

Master Plan Graphic Examples

DEPOT SITE MASTER PLAN GRAPHICS EXAMPLE

CITY OF SANTA CRUZ



Bellinger Foster Steinmetz

Landscape Architecture

Master Plan Graphic Examples

S.E.A. LAB MONTEREY BAY MASTER PLAN EXAMPLE CITY OF MONTEREY

Conceptual Site Plan Alternative A

The site study team identified several site use opportunities and relationships for review by the S.E.A. Lab Board. Alternative A concentrates the proposed S.E.A. Lab facilities at the former MRWPCA treatment facilities site. Dorm facilities at this location could accommodate up to 80 students/divisors. Dorm visibility could be mitigated with limited grading and vegetation screening. Reuse of the former pump stations as classrooms will require remodel and renovation. Education facility expansion could include a multipurpose dining/meeting room as well as classrooms. Treatment tanks could be reused for educational activities with limited cleanup and repair. Perimeter site areas would serve as outdoor activities, including an outdoor amphitheater. Student activities may include study, restoration, and monitoring of natural areas. Public access would be limited to the existing beach ramp area. Beach bluff revegetation and dune erosion would be extended with restricted access.

SEA Lab Monterey Bay 7

Proposed Education Center with Dorms in Foreground—Alternative A

Existing Unrenovated Building and Site Conditions

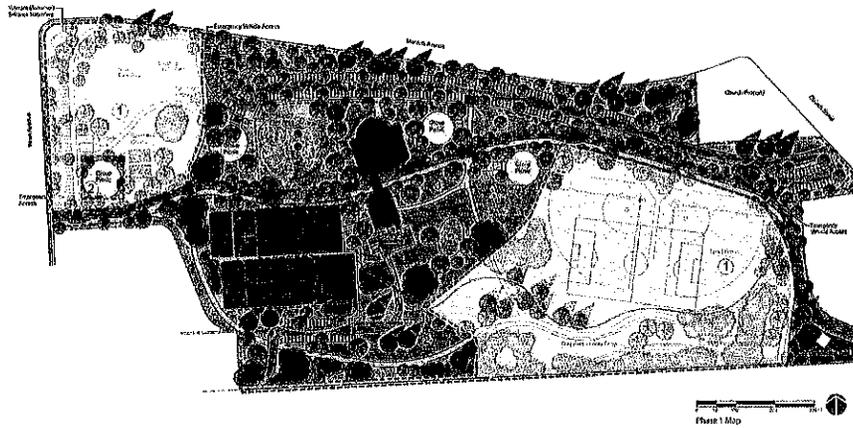
SEA Lab Monterey Bay 8

Master Plan Graphic Examples

LAS ANIMAS VETERANS PARK MASTER PLAN UPDATE EXAMPLES CITY OF GILROY

PHASE I

- Boundary Fencing Improvements
- Dog Park
- Bike Park
- Underground Low Flow Drainage
- Temporary Partial High Flow Swale
- Sports Field Area
- Parking along Wren Avenue
- Relocate Basketball and Handball Courts



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CITY OF GILROY

PHASING PLAN

Given the overall project cost and available funding sources, it is unlikely that all the proposed Master Plan improvements would be built at one time. Therefore, a phasing plan has been developed to allow the project to be built in phases as funds are available. The phasing plan is based on a logical progression of improvements, for example, building new basketball and handball courts before the existing courts are removed. The following phasing plans further illustrate each phase:



LAS ANIMAS VETERANS PARK MASTER PLAN UPDATE

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Bellinger Foster Steinmetz

Landscape Architecture

LAS ANIMAS VETERANS PARK MASTER PLAN UPDATE EXAMPLES CITY OF GILROY

1. Do you use City of Gilroy park and recreation facilities or programs?

Response	Response Percent	Response Total
Yes	96.4%	163
No	3.6%	6
Total Respondents		169
(skipped this question)		0

2. How satisfied are you with the City of Gilroy recreation programs?

Response	Response Percent	Response Total
Very Satisfied	10.1%	17
Satisfied	49.7%	84
Neutral	32.5%	55
Somewhat unsatisfied	6.5%	11
Very unsatisfied	1.2%	2
Total Respondents		169
(skipped this question)		0

3. How satisfied are you with the City of Gilroy parks and recreation facilities?

Response	Response Percent	Response Total
Very satisfied	7.7%	13
Satisfied	41.4%	70
Neutral	27.8%	47
Somewhat unsatisfied	20.1%	34
Very unsatisfied	3%	5
Total Respondents		169
(skipped this question)		0

4. Where do you live?

Response	Response Percent	Response Total
City of Gilroy	95.7%	155
City of Morgan Hill	1.9%	3

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LAS ANIMAS VETERANS PARK MASTER PLAN UPDATE

Parking Needs Evaluation

Use Category	Upholding Parameters										
	Number	Users - Participants per unit	Participants per (unit area in sq ft)	Users - Spectator	Spectator	Per Day - Spectator	Per Day - Spectator	% Overlap	Per Day - Spectator - Overlap	Total Parking Demand Required	Total of Other Parking Demand
Community Center/Tennis Center, including area near roads and River Walk (17,876 sq ft)	1.0		44 (seats)							177	133
Base Park	1.0	20.0	4.0							5	4
State Park	1.0	18.0	4.0							3	2
Tennis Court	2.0	2.0	1.0							3	2
Basketball Court	2.0	18.0	2.0							20	18
Tennis Courts	11.0	2.0	2.0	141**	2	22	25	25	24	116	88
Ball Fields	2.0	38.0	2.0	60	2	30	60	25	23	113	64
Play Park	1.0	16.0	1.0							20	15
Trail Use (Walking/roller skating)	1.0	18.0	2.0							8	6
Play Area	2.0	18.0	2.0							10	8
Group Picnic	4.0	18.0	5.0							40	30
Individual Picnic	10.0	18.0	5.0							18	12
Total										635	399

Notes:
 * Parking starts part of community building
 ** Max spectator seating - 4-Rowed bleachers, 64' length @ personal space double level x 2

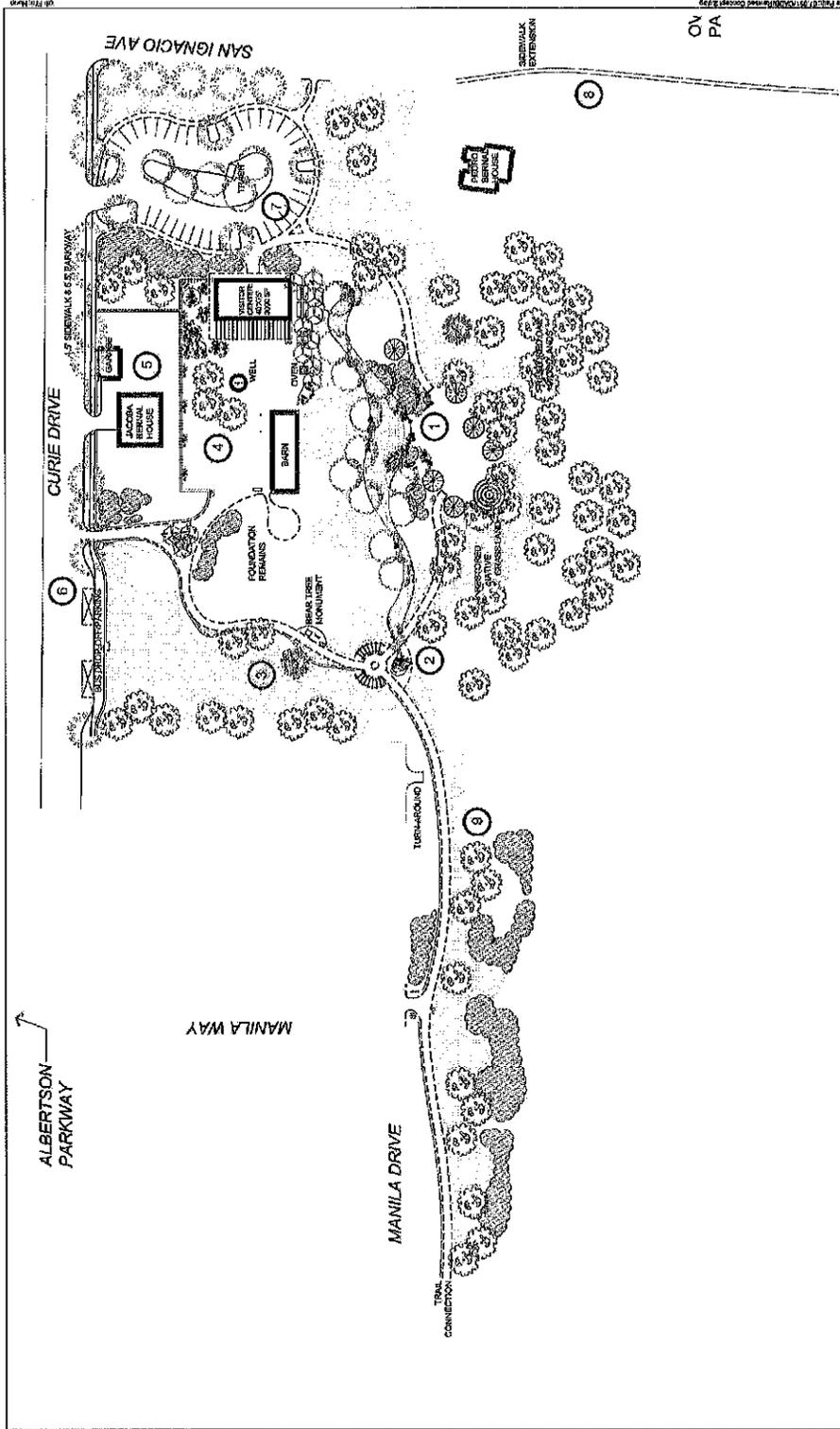
Las Animas Veterans Park Draft Master Plan
City of Gilroy
June, 2006
Belling Foster Steinmetz
Landscape Architects
425 Pacific Street, Suite 201
Menlo Park, California 94025

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LAS ANIMAS VETERANS PARK MASTER PLAN UPDATE

Master Plan Graphic Examples

SANTA TERESA COUNTY PARK HISTORIC AREA DRAFT SITE PLAN EXAMPLE COUNTY OF SANTA CLARA



Bellinger Foster Steinmetz
Landscape Architecture
September 10, 2008
07.091



Draft Site plan

Santa Teresa County Park Historic Area Site Plan
County of Santa Clara, California

Bellinger Foster Steinmetz

Landscape Architecture

WORK PLAN

HOLBROOKE – PALMER PARK MASTER PLAN SCOPE OF SERVICES

1.0 SITE ANALYSIS / ASSESSMENT (Duration – EIGHT weeks)

- 1.01 MEETING: Facilitate start up meeting with CITY staff; discuss document resources availability, refine schedule and project meeting dates. Clarify CITY protocol for future information requests and contacting stakeholders/special interest groups. Identify CITY goals as the starting point of this study. Discuss how special interest group expectations/goals may differ from CITY.
- 1.02 PARK DATA: Assemble aerial photography, site survey, and obtain any cultural resources summaries available from City. Review 2005 Schematic Landscape Master Plan.
- 1.03 PARK FACILITIES ASSESSMENT: Utilizing available City data, document current park facilities conditions. Prepare Park Facilities Assessment Summary with maps, photos, and narrative description.
- 1.04 INITIAL STAKEHOLDER OUTREACH. Prepare letter of introduction and Park Use Survey. Meet with Park Foundation, Atherton Dames, and City staff for park event scheduling to discuss historic and current levels of use, site assets and issues, “wish list” of ideas for park facility/site enhancement to improve current site functions. Obtain any additional contacts of other interested stakeholder organizations, groups, individuals with focused interest in Holbrook – Palmer Park.
- 1.05 PARK MANAGEMENT UNDERSTANDING. Obtain any Foundation and City park management policies and summaries of previous years activities or unique events.
- 1.06 CITY STAFF MEETING: Provide status report and findings to date. Discuss schedule and upcoming community outreach activities.

2.0 COMMUNITY OUTREACH AND PUBLIC PARTICIPATION (Duration – sixteen weeks)

- 2.01 INITIAL COMMUNITY OUTREACH: Prepare news release for City website, City Newsletter and other local newspaper public information on Park Master Plan. City PM to review prior to release; coordinate posting to City website with IT support person. Post notices in Holbrook-Palmer Park of master plan process and schedule of opportunities for input.
- 2.02 STAKEHOLDER OUTREACH. Prepare online survey and provide links from City website. Make contact with other stakeholders (and mail survey if preferred) - Parks Commission members, Menlo-Atherton Little League, Lacrosse Club, Soccer organizations, Tennis Club, Knox Playschool, others identified at startup meeting with City and in Task 1.0.

(Optional) Organize and facilitate an interactive group discussion to brainstorm park improvement ideas.
- 2.04 COMMUNITY PREFERENCES OUTREACH. Based on community input to date, prepare summary of user likes, dislikes, and ideas. Summary to be an inclusive list without Master Plan team prioritization or ranking. Prepare Park Preferences Worksheets (PPW). Worksheets will categorize park program and improvement ideas. Incorporate photo images or narrative text to describe proposed park ideas.

Work Plan

2.05 **PARKS & RECREATION COMMITTEE REVIEW:** Invite community participants to PRC meeting and facilitate a Community Preferences discussion. Residents will have an opportunity to discuss ideas with Master Plan team, record comments on Preferences handout, and rate each idea. Present park facility analysis and community input on park use concerns and opportunities to date.

(Optional) **COMMUNITY OPEN HOUSE.** Organize and facilitate a separate Community Preferences Open House in the park. Residents will have an opportunity to discuss ideas with Master Plan team, record comments on Preferences handout, and rate each idea.

3.0 **DRAFT MASTER PLAN AND CEQA INITIAL STUDY (Duration – Eight Weeks)**

3.01 **COMMUNITY OUTREACH SUMMARY:** Prepare written and graphic summary of community input.

3.02 **PARK FUTURE ALTERNATIVES:** Based on CITY/Stakeholder input and community outreach, prepare Park Future Alternatives describing long term park program and improvement options.

3.03 **CITY STAFF MEETING:** Progress meeting to review draft Park Future Alternatives.

3.04 **COMMUNITY/PARKS & RECREATION COMMITTEE REVIEW:** Invite community participants to PRC meeting and facilitate discussion of Park Future Alternatives. Present master plan goals, community preferences that lead to master plan alternatives in a power point format, with presentation boards and handouts. Residents will have an opportunity to discuss ideas with Master Plan team, record comments on each idea.

3.05 **CITY STAFF REVIEW:** Discuss PRC meeting comments – determine if a preferred alternative should be developed.

3.06 **DRAFT MASTER PLAN:** Prepare draft Master Plan Report, including cost estimates for implementation, and all research and materials prepared by Project Team. Provide administrative draft to CITY staff for review prior to public presentation. Relevant comments to be addressed with staff – report revisions to be addressed after public meeting. Anticipated Master Plan components:

- Executive Summary
- Introduction, History, Goals
- Site Analysis and Park Assessment
- Park Future Alternatives
- Master Plan Uses and Implementation Strategies
- Cost Analysis

3.07 **CEQA INITIAL STUDY:** Prepare Initial Study based on Conceptual Master Plan.

3.08 **CITY STAFF:** Progress meeting to review draft Master Plan. Discuss public meeting notice and presentation. Prepare meeting notice for mail and internet distribution and posting on City website.

3.09 **CITY COUNCIL /PARKS AND RECREATION COMMITTEE JOINT MEETING:** Present Conceptual Master Plan, including community needs, master plan goals, and site analysis as basis for sustainable site development recommendations.

Work Plan

4.0 FINAL MASTER PLAN (Duration – Four Weeks)

4.01 CITY STAFF MEETING: Progress meeting to review community, PRC and Council comments.

4.02 DRAFT FINAL MASTER PLAN: Prepare draft Final Master Plan incorporating CITY staff input. Provide electronic copy, three bound copies for final CITY review.

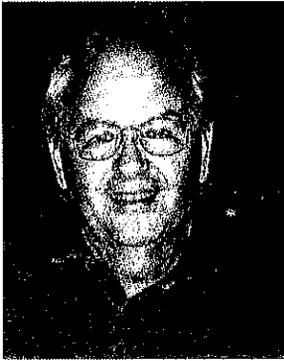
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HOLBROOKE - PALMER PARK MASTER PLAN ESTIMATED HOURS

Task Matrix							
task	description	hours					total
		Mike Bellinger	Mindy Craig	Adit Pal	Joy Long	Clerical	
1.0	SITE ANALYSIS/ASSESSMENT						
1.01	Meeting with City staff	3	3				
1.02	Assemble park data				8		
1.03	Prepare Park Facilities Assessment Summary				8	4	
1.04	Initial stakeholders meetings	8					
1.05	Obtain management policies and summaries				2	4	
1.06	City staff update meeting	2					
Subtotal hours		13	3	0	18	8	
TOTAL (for 1.0 phase)							42
2.0	COMMUNITY OUTREACH & PUBLIC PARTICIPATION						
2.01	Initial community outreach prep and postings		4		4		
2.02	Stakeholder outreach/mail surveys	4	2		2		
2.03	Community Park Event	8	10		16		
2.04	Based on stakeholder input/surveys, prepare summaries	1	1		8		
2.05	Present facility analysis to Parks & Rec Committee	3	3		3		
2.06	Based on community input, prepare Park Preferences Worksheets	1	2		16		
Subtotal hours		17	22	0	49	0	
TOTAL (for 2.0 phase)							88
3.0	DRAFT MASTER PLAN & CEQA INITIAL STUDY						
3.01	Prepare Community Outreach Summary	1	1		8		
3.02	Park Future Alternatives Prep	4	4		16		
3.03	City Staff meeting	3					
3.04	Community / PRC Meeting	4	4		8		
3.05	City Staff Review	1	1		1		
3.06	Prepare Draft Final Master Plan Report	2	2	4	40		
3.07	Prepare CEQA Checklist	1			4		
3.08	Review Master Plan development at City staff meeting	3					
3.09	Present Conceptual Master Plan with City Council/Parks & Rec Committee	3					
Subtotal hours		22	12	4	77	0	
TOTAL (for 3.0 phase)							115
4.0	FINAL MASTER PLAN						
4.01	Meet with City staff to review comments	2					
4.02	Final Master Plan incorporating City staff input	1	1	4	16		
Subtotal hours		3	1	4	16	0	
TOTAL (for 4.0 phase)							24
TOTAL HOURS							269

KEY PERSONNEL

Key Personnel



Mike Bellinger, ASLA | Principal

Mike has repeatedly proven his project management skills through successful design and coordination of numerous planning and design projects throughout Northern California for over 30 years. Thorough reviews of the client's design program, coordination, and consensus-building are some of the resources that he brings to a design team. Mike's ability to define critical issues, evaluate alternatives, and communicate the design are valuable assets to clients. His relevant project experience includes:

Master Plans / Feasibility Studies

- Castroville / Boronda Community Plans
- Castroville Recreation Facility Feasibility Study, Monterey County Redevelopment Agency
- Fort Ord Recreational Habitat Area Master Plan
- Jessie Street Marsh Master Plan, Santa Cruz
- Laguna Seca Master Plan, Monterey
- Lower Presidio Historic Park Master Plan, Monterey
- Hollister Park Facility Master Plan, Hollister
- Monterey Bay Sanctuary Scenic Trail Master Plan
- Pajaro River Greenbelt Master Plan
- Santa Clara County Open Space Authority 5-Year Plan
- Seaside Sand City Trail Feasibility Study, Monterey County
- Stanislaus River Park Concept Plan, Salida

Recreation

- Anna Jean Cummings Park, Soquel
- Archer Park, Monterey
- Castroville Community Center Playground, Castroville
- Christmas Hill Park Renovation, Gilroy
- Chualar Community Park, Chualar
- Cypress Park, Monterey
- El Estero Lake Irrigation, Monterey
- El Toro Peak Trail, Morgan Hill
- Fremont Peak State Park, Monterey
- Harden Ranch Neighborhood Park, Salinas
- Hartnell Gulch Trail, Monterey
- Henry W. Coe State Park - Dowdy Ranch Day Use Area, Santa Clara County
- Hocus Pocus Park, Scotts Valley
- Jack Farrell Park Field Renovation, East Palo Alto
- Lake El Estero and Hospice Garden, Monterey
- Monterey Bay Park, Monterey
- Mulberry Play Area Renovation, Gilroy
- Quarry Park Trail, Monterey
- Sand City Coastal Trail, Monterey County
- South East Neighborhood Park, Hollister

Education

- M.S., Landscape Architecture, University of Illinois in 1981
- B.S., Environmental Design, Oregon State University, 1976

Professional Registration/Certification

- Licensed Landscape Architect
State of California #3099
State of Oregon #706

Professional Affiliation

- American Society of Landscape Architects
- California Parks and Recreation Society
- Cal Poly - Landscape Architecture
Department Advisory Council

Project Role

Mike will lead the project team and serve as project manager with the City

Key Personnel



Adit Pal, ASLA | Associate

With over 20 years of landscape architectural experience, Adit brings to the firm extensive planning, design, managerial, and technical skills, including specializations in architecture, zoological park planning and exhibit design. Adit manages the Palo Alto office, assisting the company in developing new areas of work and client contacts as well as maintaining liaison with architects and other existing clients in the Bay area. Adit coordinates quality control and production standards for BFS, and has extensive experience with LEED and CALGreen documentation. Since joining the firm in 2005, his relevant project experience includes:

Education

- M.L.A., University of Pennsylvania, Philadelphia, 1990
- B. Arch, School of Planning and Architecture, New Delhi, 1987

Professional Registration/Certification

- Licensed Landscape Architect
State of California #5149
State of Pennsylvania #1284
- LEED Accredited Professional

Professional Affiliation

- American Society of Landscape Architects
- US Green Building Council

Project Role

Adit will provide peer review and proof Master Plan documents

Recreation

- Balermino Park, San Jose
- Dennis the Menace Park Rollerslide, Monterey
- Franich Community Park Phase 1 & 2, Watsonville
- Marinovich Park, Play Area, Watsonville
- Marks' Ranch Vision Plan, Salinas
- Monterey Bay Sanctuary Scenic Trail Master Plan
- Permanente Creek Flood Protection Project, Santa Clara County
- Stanislaus River Park Concept Plan, Salida

Sports Fields

- Evergreen Valley College Synthetic Soccer Field Replacement, San Jose
- Coleman Soccer Fields, San Jose
- Jack Farrell Park Field Renovation, East Palo Alto
- Outdoor Sports Center Phase-1, Morgan Hill

Community Facilities

- California Living Museum Master Plan, Bakersfield
- Community Hospital of the Monterey Peninsula Marina Campus, Marina
- Hoover Site Development, Stanford University Medical Center, Palo Alto
- San Jose Parks and Trails Plant Lists, San Jose
- Seton Medical Center, Daly City
- Stanford Linear Accelerator Research Support Building 52, Stanford

Key Personnel



Joy Long | Landscape Architect

Since joining the firm in July 2004, Joy has been involved with planning and design for many park and community facility projects. Joy's skills are complemented by technical proficiency in numerous programs, including AutoCAD Map 3D, Adobe Photoshop, Google Sketchup and ArcGIS. Her relevant experience includes:

- Cannery Row Improvements, Monterey
- Christmas Hill Park Renovation, Gilroy
- Chuchupate District Ranger Station, Frazier Park
- The Clement Intercontinental, Monterey
- Community Hospital of the Monterey Peninsula Meditation Garden, Monterey
- Crocker Middle School Expansion, Hillsborough
- CSU-Monterey Bay Campus Crescent, Seaside
- Dennis the Menace Park, Monterey
- Forest Street Park, Gilroy
- Las Animas Park, Gilroy
- Monterey Peninsula College, Marina
- Monterey Waterfront Master Plan, Monterey
- Morgan Hill Courthouse Demonstration Plaza, Morgan Hill
- Napa Valley Lodge, Yountville
- Royal Presidio Chapel Restoration, Monterey
- Ryan Ranch Outpatient Medical Campus, Monterey
- Sacred Heart Schools - Lower and Middle School Expansion, Atherton
- Santa Catalina School, Monterey
- Seaside Resort Hotel, Seaside
- Southeast Neighborhood Park, Hollister
- Sunrise Neighborhood Park, Gilroy
- St. John-the-Baptist Episcopal Church, Aptos
- Twin Lakes Beachfront Improvement, Santa Cruz
- Vaca Valley Hospital Expansion Project, Vacaville

Education

B.S. Biology, Principia College, Elmhurst, IL 2000
M.L.A., University of Georgia, Athens, GA 2004

Professional Registration/Certification

- Licensed Landscape Architect, State of California #5448
- LEED Accredited Profession

SUBCONSULTANT QUALIFICATIONS



Project Personnel

MINDY CRAIG, PRINCIPAL-IN-CHARGE

Mindy Craig is the owner of BluePoint Planning and offers over 18 years of experience providing parks and recreation planning, community and strategic planning, and financial feasibility services to organizations throughout California and the United States. She is a frequent speaker and presenter at conferences throughout the United States.

For each project, Mindy helps her clients define the challenges, issues and opportunities, and develop a process to directly address and solve them. Through strategic facilitation and leadership, Mindy is able to build consensus with a broad spectrum of constituents and stakeholders to create solutions that are innovative, realistic and implementable.

Mindy provides both technical planning capabilities with community and stakeholder outreach and engagement skills.

Prior Professional Work Experience

MIG, 2000 - 2011

Project Principal, Director Of Marketing, and Chief Strategy Officer

Principal-in-charge on broad range of projects including strategic planning, educational planning and marketing projects. Mindy led the firm's marketing department and overall firm strategy increasing sales from \$8 million to \$26 million.

Presidio Trust, 1999-2000

Board Liaison

Coordinated staff and board relations, board meetings and the development of materials and presentations for Board Communications. Mindy orchestrated development of the Trust's 5-year **Strategic Plan** and assisted with the Board planning retreat.

The Sports Management Group, 1994-1999

Project Manager

Work with over 40 different communities nationwide to develop community, parks and recreation strategic, facilities and feasibility plans.

Education

- Bachelor of Arts, Social Science, Public Policy and Social Change, University of California, Berkeley, Graduated with High Honors.

Relevant Experience

- Treasure Island Community Facilities Master Plan, *San Francisco, CA**
- Randall's Island Sports Foundation Strategic Plan, *New York, NY**
- Davis Parks and Recreation Master Plan, *Davis, CA**
- Prewett Family WaterPark and Center Feasibility and Implementation Planning, *Antioch, CA*
- Hamilton Community Facilities Master Plan, *Novato, CA*
- Community Facilities and Park Master Plan, *Menlo Park, CA*
- Corte Madera Community Center Master Plan, *Corte Madera, CA*
- Chico Area Recreation District Recreation Center Feasibility Study, *Chico, CA*
- Silliman Activity Center Feasibility Study, *Newark, CA*
- Santa Fe Community Center Programming and Feasibility, *Santa Fe, NM*
- Pasadena Area Community College District Vision 2020 Plan, *Pasadena, CA**

* work as Principal while employed by MIG.

About BluePoint Planning



About BluePoint Planning

BluePoint Planning is focused on assisting public agencies, organizations, non-profits and companies to better achieve their vision and mission

through comprehensive strategic planning services grounded in financial feasibility and market realities.

BluePoint Planning utilizes quantifiable data, research and analytical tools to inform and shape plans. BluePoint is oriented to making things happen and provides assistance in fund raising, grant development and feasibility studies. An important strength that BluePoint offers clients is the ability to translate strategies, plans and actions into clear and effective marketing and communication tools both to internal groups and the broader community.

BluePoint Planning, LLC is a certified California small, women-owned business and Certified DBE.

BLUEPOINT PLANNING SERVICES

Planning Services

At the core of BluePoint services is planning for change and ensuring our clients maximize their resources, opportunities and staff while meeting their organization's goals and mission. We assist clients both with long-term planning as well as helping to make short-term opportunities as successful as possible. Services include:

- Strategic Planning
- Needs Assessments and Demographic Analysis
- Community Facility Planning
- Educational Master Planning
- Facilities Planning

Consensus Building and Facilitation

The success of organizations lie with effective leadership, how well partners and stakeholders are engaged, and providing useful and productive forums for

managing change and conflict. BluePoint provides expert facilitation and process development to help make even the most complex projects and initiatives viable. Services include:

- Stakeholder Engagement and Coordination
- Community Outreach
- Meeting Design, Management, and Facilitation
- Board Retreats and Development
- Website Development
- Training

Feasibility and Funding Studies

Making good decisions, requires good information and data. We provide detailed and customized analysis for your projects and initiatives to help you make informed decisions. In addition, BluePoint can help you identify alternative funding sources to help make your projects a reality. Services include:

- Operations and Management Analysis
- Revenue and Fee Studies
- Funding and Grant Strategies

Marketing and Communications

Doing good work is the first step to success, but it also must be communicated to your key audiences and constituents effectively to ensure ongoing support. BluePoint works closely with our clients to understand their goals, audience, culture and needs to develop straight forward plans to get the message out! Services include:

- Communications Planning
 - Marketing and Outreach Strategy
 - Place-based Branding Strategy
 - Public Relations Planning
-

Relevant Experience

Mt. Umunhum Public Outreach Plan and Implementation

Santa Clara County and San Mateo County for the Midpeninsula Regional Open Space District

BluePoint Planning prepared a public outreach and communications plan for the Midpeninsula Regional Open Space District's to expand the reach and breadth of public outreach efforts and inform the decision making process regarding the future of Mt. Umunhum. BluePoint conducted interviews with key stakeholders to develop a needs and gaps analysis, specifically identifying the common themes, with respect to current needs, issues and challenges facing the District in its outreach to the public and in preparation of a future bond measure.

The resulting outreach and communications plan detailed a multi-county communications and outreach strategy including: Goals and Outcomes, Target Audiences, Key Messages, Strategies and Tactics, Outreach Tools and Materials, and Implementation plan.

BluePoint assisted District staff implement the plan. An important element was resource allocation and targeting audiences and opportunities throughout the two counties. Work also included providing speaker's training to the Board members, assisting with Press tours and materials, as well as developing key talking points and messages.

KEY PROJECT COMPONENTS

- Demographics and Community Analysis
- Stakeholder Interviews
- Outreach and Communications Strategy
- Facilitation
- Development of Messages and Talking Points
- Event Logistics and Management
- Press VIP Tour
- Board Speaker Training

Confidence, Control and Credibility

- Be Confident – Prepared, sure of your answers, message and delivery
- Control - Don't let the media lead – you manage the interaction
- Credibility - Stay on point, be honest and stick with the facts



Mount Umunhum | Board Speaker's Training



Midpeninsula Regional Open Space District
Mt. Umunhum Public Outreach Plan

Table 2. Strategies and Tactics Summary

Strategy	Tactics	Tools	Outcomes
1. Engage the broader public in the decision-making process	<ul style="list-style-type: none"> • Open House on Mt. Umunhum • Digital Engagement (online survey, website, information on events, etc) • Go Out to the People <ul style="list-style-type: none"> ◦ "Coffee talks"/open office hours ◦ Petting animal booth ◦ Table/Ask of District presence 	<ul style="list-style-type: none"> • Users • Voters • Volunteers 	<ul style="list-style-type: none"> • Talking points • Press • Online Survey • Consent Card • Website • Facebook
2. Develop a proactive media relations strategy	<ul style="list-style-type: none"> • Engage local news, radio, tv and community outlets like the Patch. • Editorial board in preparation for Decision • Regular briefings • "VIP" tour as part of Mt. Umunhum Open House • Build speaker group (politicians and decision makers other groups) • Utilize Social Media/Digital sources 	<ul style="list-style-type: none"> • Media/Press 	<ul style="list-style-type: none"> • Press Kit • Press Release • FAQs
3. Engage politicians and decision-makers in the process	<ul style="list-style-type: none"> • Individual Briefings with Politicians • "VIP" tour as part of Mt. Umunhum Open House 	<ul style="list-style-type: none"> • Politicians/ Decision-Makers 	<ul style="list-style-type: none"> • Talking Points • Presentation
4. Provide tools and support for Board members to personally extend the Outreach in their Words	<ul style="list-style-type: none"> • Individual briefing meetings with board members • Board Outreach Kit and Speaker Training 	<ul style="list-style-type: none"> • District Board 	<ul style="list-style-type: none"> • Board Outreach Kit
5. Cultivate and develop key partnerships	<ul style="list-style-type: none"> • Utilize existing stakeholder list to expand and enhance outreach • Consider identifying a future "Advisory Group" of key individuals and groups for ongoing planning 	<ul style="list-style-type: none"> • Partners • Users • Interest Groups • Politicians/ Decision-makers 	<ul style="list-style-type: none"> • Talking Points • Presentations • Digital connection

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Relevant Experience

Loch Lomond Recreation Area Use Study

City of Santa Cruz Water Department, Santa Cruz, CA

BluePoint Planning led this comprehensive Recreation Use Study for the City of Santa Cruz Water Department. Finding that visitor use had dropped substantially over the last few years, the Department commissioned BluePoint to assess facilities and to identify new uses and activities that would increase visitors and help make the Recreation Area economically self-sustaining.

The Study addresses this while balancing the protection of water resources and the development of recreation uses that are distinctive and in character with the lake, the environment, and the Water Department's mission.

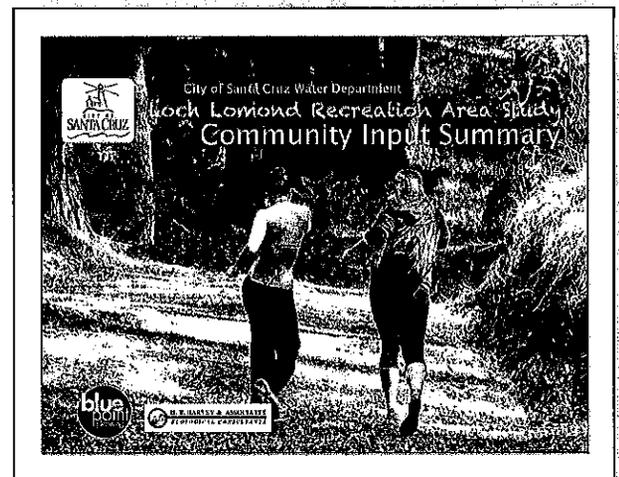
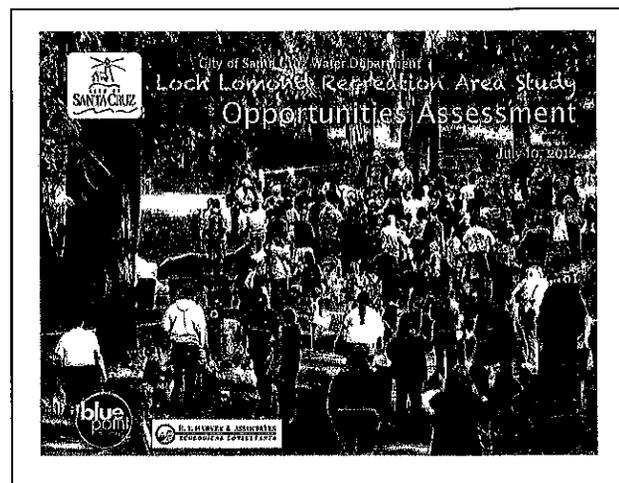
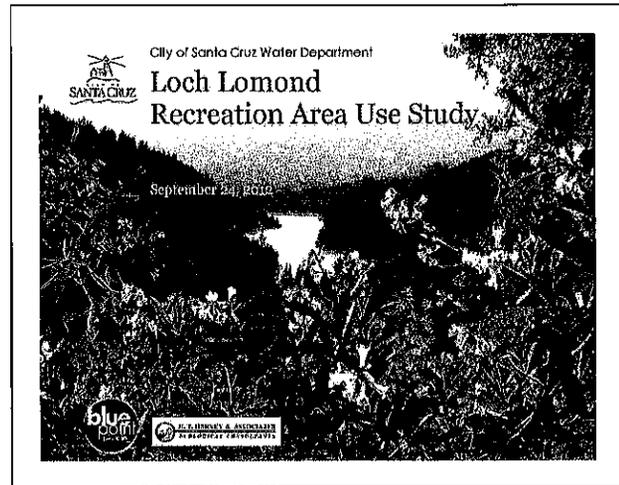
The Team led two community workshops, an online survey, a number stakeholder interviews as well as staff work sessions to gather input and insight into the needs and concerns for the project.

After completing a detailed Existing Conditions Study with environmental consultant H.T. Harvey, BluePoint conducted a feasibility analysis of programs, operations and policy and facilities resulting in recommended improvements and the final plan.

Policy recommendations are currently being adopted and a Master Plan to detail the new facilities will begin in the Fall of 2013.

Key Project Components

- Needs Assessment
- Best Practices Research
- Program, Operations and Facility Evaluation
- Stakeholder Engagement
- Community Survey
- Revenue and Operations Analysis
- Strategies and Recommendations



Relevant Experience

Presidio Main Post Community Workshop Series

Presidio Trust, San Francisco, California, 2008

The Presidio, the former US Army Base in San Francisco, has been undergoing a major transformation for over 15 years. The Presidio Trust Management Plan (PTMP) and associated environmental documentation was completed in 2002 and included a comprehensive plan for the Main Post District.

The Presidio Trust began implementation of many of the plans identified in PTMP for the Main Post, including developing a new design for the Main Parade Ground, the development of the Disney Children's Museum, an addition of a new transit center, the development of some restaurants and events for the community. However, new proposals were brought forward in 2008 that were different from the 2002 PTMP and needed to be reconsidered and studied through a Supplemental EIS (SEIS).

Although considerable previous community input was provided, it was focused on the proposed Contemporary Arts Museum at the Presidio (CAMP) that was very controversial. The input did not provide clarity on the community's interest and desires surrounding the various other components of the plan for facility development.

To address this, the Presidio Trust engaged, MIG, Inc., led by principal Mindy Craig, to help design and lead a series of three additional workshops. There was a concern by staff that the controversy over the CAMP would overshadow any consensus on other important elements of the plan at the workshops.

To address this and other key issues, Mindy worked closely with staff to help design a new approach to their workshops to provide the maximum amount of community engagement and a sense of ownership of the process. The three workshops were designed to provide community members an opportunity to have a more "hands-on" discussion about the alternatives described in the SEIS for the Main Post of the Presidio and to help frame a final preferred alternative.

The workshops were well attended and the result was a success from both a community perspective and the staff's perspective. The community was engaged, and focused on the non-controversial elements and was able to achieve a high level of consensus. As a result, plans for the Presidio Main Post have progressed with the grand opening of the first hotel on the Post and the anticipated changes with the removal of Doyle Drive.



Relevant Experience

Treasure Island Community Facilities Master Plan

City of San Francisco and Lennar Urban, San Francisco

Mindy Craig led the planning of a focused Community Facilities Master Plan for the dynamic new planned development for Treasure Island, a decommissioned naval base in the middle of the San Francisco Bay. Working for both the City of San Francisco and LennarUrban, the plan needed to both effectively illustrate the needs for the community and meet the strict regulations for the development of the island.

The new development has a target population of 17,000 new residents. The plan evaluated both the needs of those residents as well as for local and regional visitor uses. Community facilities and uses included public safety, recreation, education, schools and overall community facilities. With limited developable land and a significant amount of existing facilities and possible reuse opportunities, the planning process had to weigh the identified needs with existing space and the changing demographics over the next 20 years.

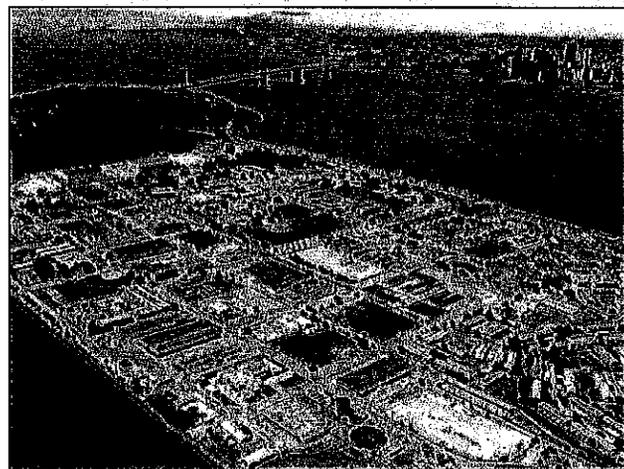
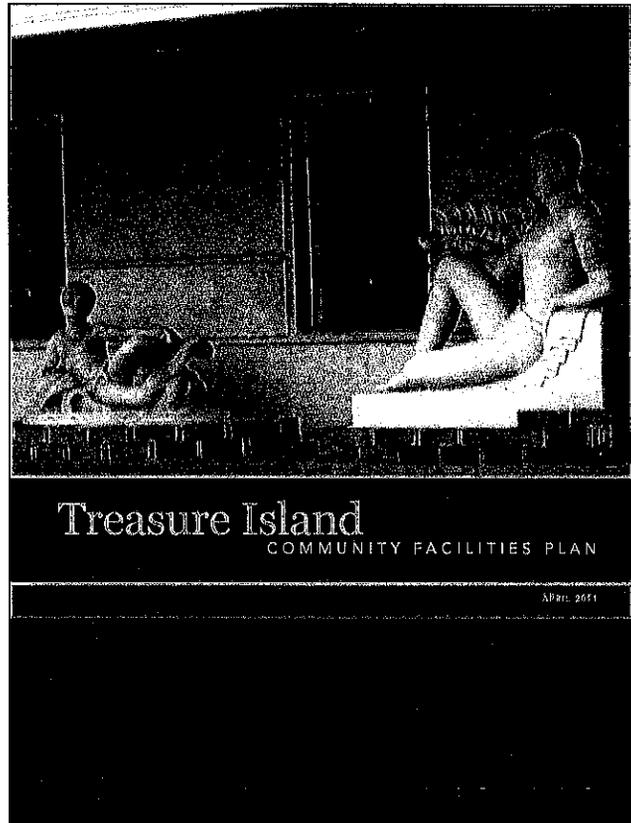
Informed by stakeholder input, best practices, demographic analysis and trends, the final plan outlines a detailed set of recommendations and solutions to meet all the needs identified including assessing operation costs and potential revenue sources.

The plan was approved unanimously.

Key Project Components

- Needs Assessment
- Best Practices Research
- Facility Analysis
- Stakeholder Engagement
- Revenue and Operations Analysis

* Plan completed as a principal to MIG.



Civic Center/Burgess Park Master Plan

City of Menlo Park, CA

Menlo Park, an established community distinguished by a unique quality of life, started an ambitious renovation of the Civic Center and adjacent Burgess Park. The facilities on the beautifully landscaped campus had served the community well for years, but many of them were inadequate for programming needs. Changes, such as relocation of police headquarters, prompted a thorough reevaluation and an expanded vision for the campus. In order to adequately assess needs and requirements for the site, Mindy Craig, Project Manager for TSMG provide an analysis of city-wide recreation programs and facilities and how the community used them. Working closely with the City, the Team shaped a plan that involved remodeling existing facilities, such as the community center into a venue with more space for weddings, lectures, and enrichment classes, as well as building new ones, such as a performing arts center to be shared with the local high school. As the Recreation Consultant to the architect, helped lead a Community Advisory Committee and public workshops to explore short and long-range goals for the site. Voices representing all interests groups were heard, and the scope of the renovation promises a campus where people can work and play, enjoying a range of programmed activities or simply taking a peaceful stroll.

Silliman Activity Center

Newark, California

The City of Newark identified the need for a new community recreation center. Originally envisioned as a straight forward gymnasium for basketball and similar sports, the City reevaluated based on the teams economic analysis. The resulting project was for the development of a multipurpose community recreation center which includes an Aerobics Room, Fitness Center, Day Care Center, Computer Lab, Gymnasium, Teen Activity Center and multipurpose facilities. Working with City Staff, and Glass Architects, Mindy Craig as Project Manager for TSMG helped to determine that a larger multipurpose facility would save the City money in the

long-term because it could become operationally self-sustaining and appeal to the entire community. Services included cost analysis, feasibility study, programming, equipment selection and design review.

Tice Valley Gymnasium

City of Walnut Creek and Jewish Community Center, Walnut Creek, CA

Mindy Craig as Project Manager with TSMG worked with the City to create a unique partnership with the Jewish Community Center to develop a Community Gymnasium on the JCC property. Essential to the project's success was creating an understanding of how the facility could operate with both groups and how costs and revenues would be allocated. The facility includes a 3-Court Gymnasium with a jogging track suspended above, an aerobics/dance studio, multi-purpose room, a lobby with a café and seating for basketball games and events. Provided programming, economic feasibility study and design review for the project.

Roseville Sports Center

Roseville, CA

As Project Manager with TSMG, Mindy worked closely with the City and architect to develop the needs assessment, facility program, feasibility study, and design review for a New Community Sports Center which was built in 2003.

This Sports Center was the focus of a new, large park in a rapidly developing area of Roseville, which is located just east of Sacramento. It serves a diverse community including growing families and a large and active seniors population. The scope of work included two linked buildings housing the sports center and library, and extensive site development with outdoor reception areas, playgrounds and ball-fields. The recently opened 27,000 square foot sports center includes a gymnasium, fitness center, dance/aerobic studio, café and a rock climbing wall in the tower off the lobby.

FIRM LITIGATION / DISCLOSURE

Litigation / Disclosure

LITIGATION

1. Shasta Union High School District v Trent Construction – Case # 59059
Owner filed claim against General Contractor and subcontractors. Cross claim was then filed by subcontractor/material supplier against Bellinger Foster Steinmetz (BFS) alleging product failure of synthetic turf drainage due to inadequate design and specification. There was no claim or litigation between Owner and BFS.

Bellinger Foster Steinmetz was released from litigation April 22, 2009 with a Legal Authority of Settlement stating ...“whereas no admission of liability responsibility, or wrong doing of any kind is made or should be Inferred with respect to BFS service to the District related to the Project.”

2. The City of Santa Cruz filed a claim against the General Contractor in 2006, claiming failure of synthetic turf at the end of an 8 year product warranty. After a year of failed mediation, in August 2012 the City amended the claim to include Bellinger Foster Steinmetz in the litigation. In January 2013, the Court rejected the claim against BFS due to statute of limitations.

The City has appealed citing for alleged responsibility discussed in conversation over product failure.

DISCLOSURE

No personal or professional conflicts of interest with this proposed project.

