



## Item No. 19 Town of Atherton

### **CITY COUNCIL STAFF REPORT – REGULAR AGENDA**

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

**THROUGH: ROBERT OVADIA, PUBLIC WORKS DIRECTOR**

**FROM: MARTY HANNEMAN, INTERWEST CONSULTING GROUP  
PROJECT MANAGER**

**DATE: APRIL 18, 2018**

**SUBJECT: CIVIC CENTER UPDATE: RECEIVE AND FILE THE COST  
MODEL MANAGER, PROJECT SCHEDULE; AUTHORIZE  
STAFF TO HAVE WRNS BEGIN BIDDING PHASE SERVICES;  
AND AUTHORIZE THE CITY ATTORNEY TO PREPARE AND  
THE CITY MANAGER TO EXECUTE AMENDMENTS TO THE  
CONSULTING SERVICES AGREEMENT WITH WRNS STUDIO  
FOR ADDITIONAL SERVICES**

### **RECOMMENDATION**

- 1) Receive and file the Cost Model Manager (CMM) and Project Schedule; and
- 2) Authorize staff to have WRNS Studio to begin project bidding services for a not to exceed fee of \$65,740 per the original April 9, 2015 agreement; and
- 3) Authorize the City Attorney to prepare and the City Manager to execute an amendment to the consulting services agreement with WRNS Studio to provide Title 24 Commissioning services for the Library and City Hall building for a not to exceed fee of \$55,850; and
- 4) Authorize the City Attorney to prepare and the City Manager to execute an amendment to the consulting services agreement with WRNS Studio via Sub-consultant to provide additional design changes for the Police Department area of the new City Hall building for a not to exceed fee of \$11,050, and
- 5) Authorize the City Attorney to prepare and the City Manager to execute an amendment to the consulting services agreement with WRNS Studio via Sub-consultant to provide additional designs and documentations for the micro-grid system bid alternate for the City Hall/Police Department for a not to exceed fee of \$19,350, and
- 6) Authorize the City Attorney to prepare and the City Manager to execute an amendment to the consulting services agreement with WRNS Studio via Sub-consultant to provide additional services to reconcile AT&T and Atherton Fiber utility easements for a not to exceed fee of \$18,700.

## **Civic Center Project Monthly Status Report**

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### **BACKGROUND**

#### **Cost Model Manager Report**

The Cost Model Manager (CMM) Report (Attachment 1) provides Council with an updated report on all project related costs including all actual expenditures and anticipated from the beginning of the project to completion. The CMM tracks all elements of the overall project and identifies costs by category. The broad categories include:

- Land Acquisition & Entitlements (Leases, purchase, easements, surveys, etc.)
- Design, Planning and Management (Mack5, Interwest, WRNS, AV/IT, etc.)
- Construction and Related Costs (General Contractor, Permits, Fees, Insurance, etc.)
- Telephone/Data (Cabling, Networks, Telecom, Datacom, etc.)
- Furniture, Fixtures and Equipment (FF&E)

Based on this recent Council action, the Cost Model Manager currently anticipates the total project cost (City Administration/Police building, new Library, renovated Town Hall, Corporation Yard site work) to be \$53,534,664, with included contingencies.

#### **Project Schedule**

The project plans, specification and estimate (PS&E) i.e., the Construction Documents (CD's) have been issued for public bid to the pre-qualified General Contractors per City Council direction at the March 18, 2018 meeting. Per the Mack5 Project Schedule (Attachment 2), bids will be received on May 22, 2018 and the lowest responsive base bidder will be recommended for award to City Council on June 6, 2018.

#### **Additional Services**

**WRNS Studio has submitted a proposal letter dated April 6, 2018** (Attachment 3) to provide for Title 24 project commissioning and compliance services. These services will include:

- Lead, review, and oversee the completion of all commissioning process activities.
- Prepare Cx specifications to incorporate in the construction documents (Divisions 01, 23, and 26).
- Perform a review of the Owners Project Requirements (OPR) and the engineers Basis of Design (BOD).
- Review comments will be provided to the Owner and Architect.
- Commissioning tasks to be carried out by a commissioning agent independent of the project's design and construction team.
- Lead commissioning meetings as part of the commissioning process.
- Assist construction manager and contractors with interpreting and achieving intent of commissioning activities specified in the contract documents.

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- Prepare a commissioning plan which includes startup procedures, pre-functional checklists, and Functional performance tests.
- Review contractor's installation, equipment startup, and testing of systems.
- Perform test procedures with cooperation of the contractors to verify systems performance in Accordance with the design intent, Owners Project Requirements, and Basis of Design.
- Verify training of operations and maintenance staff is performed in accordance with the contract documents.
- Confirm factory testing and observe field testing of specified equipment.
- Submit weekly issues/resolution log to the design and construction team.
- Prepare a final commissioning report that includes all startup reports, checklists, tests, and executive summary of the commissioning process.
- Develop a systems manual that provides future operating staff information needed to understand and optimally operate the commissioned systems.

### Systems to be commissioned:

The building systems identified to be commissioned as part of this proposal include:

- Air Handling Units
- Air Source Heat Pump
- Mini Split System Fan Coil Units
- Exhaust Fans
- Terminal Units
- Pumps
- HVAC Control System
- Domestic Hot Water Heaters
- Domestic Hot Water Pumps
- Daylighting Controls
- Occupancy Sensors
- Lighting Control Panels
- Renewable Energy Systems
- Fire Alarm System
- Irrigation System

*Council action is required to authorize the City Attorney to draft and the City Manager to execute a consulting services agreement amendment with WRNS Studio for a fee not to exceed \$55,850 for the Title 24 Commissioning services.*

**WRNS Studio has submitted a proposal letter dated April 5, 2018** (Attachment 4) to provide for additional Police Department design change services. Additional services will be required by the Electrical, Mechanical and Plumbing Engineer, in conjunction with WRNS Studio to produce updated documents as required for the Atherton Civic Center project. These changes are the result of follow-up discussions with the Police Department Operations related to changing policy and operational protocols.

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Scope includes design discussions and updated documentation as follows for various rooms – Bag Tag Area, Evidence Area, and Narcotics Property Room:

- Changes to high density shelving and other storage and shelving needs (Bag and Tag)
- Updates to storage needs for Narcotics Division – currency and firearms
- Changes to storage of digital media and general evidence areas
- Preparation of working drawings and specifications for a single bid package.
- Preparation and update of drawings in REVIT (3D) format.
- Up to (3) conference calls to discuss various changes with users and city staff
- Revisions to coordinate drawing, specification, ventilation, power and other associated program elements in all affected areas.

*Council action is required to authorize the City Attorney to draft and the City Manager to execute a consulting services agreement amendment with WRNS Studio for a fee not to exceed \$11,050 for the additional Police Department design change services.*

**WRNS Studio has submitted a proposal letter dated April 6, 2018** (Attachment 5) to provide for additional design and documentation services for the City Hall/PD Micro-Grid bid Alternate No.3. These services were not included in the original or any of the previous WRNS agreement amendments. WRNS will continue working to provide the necessary documentation in both drawings and specifications for inclusion in the Permit revisions, Bid and Construction Administration.

Additional services will be required by the Electrical Engineer, Integral Group, in conjunction with WRNS Studio to produce updated documents as required for the Atherton Civic Center project. Scope includes:

- Layout of all systems and devices
- Circuiting of all devices and systems noted herein
- Written specifications for the systems noted herein
- Preparation of working drawings and specifications for a single bid package.
- Preparation of drawings in REVIT (3D) format.
- Up to (2) conference calls to discuss the micro-grid system design
- Site visits in accordance with base scope of services only, no additional site visits

Document the following components that make up the Micro-Grid system:

- Photovoltaic System (PV)
- Battery System
- Control System
- Electrical Distribution System associated with Micro-Grid system

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- Provide a short narrative or Memo that describes the results of the research that was conducted.
- Provide preliminary rough equipment layouts for Micro-Grid system equipment.
- Provide preliminary single line diagrams that shows how the Micro-Grid system will connect into the site electrical system.
- Provide simple ROI calculations for the Micro-Grid system.
- Provide layout of battery and inverter equipment required to support the Micro-Grid.
- Provide additional wiring diagrams of the battery and inverter systems required to support the Micro-Grid.

*Council action is required to authorize the City Attorney to draft and the City Manager to execute a consulting services agreement amendment with WRNS Studio for a fee not to exceed \$19,350 for the additional design and documentation services for the City Hall/PD micro-grid system Alternative Bid No. 3.*

**WRNS Studio has submitted a proposal letter dated April 6, 2018** (Attachment 6) to provide for additional utility easement negotiations and reconciliation services. These services were not included in the original or any of the previous WRNS agreement amendments.

The Town and their contracted consultants have identified inaccuracies and conflicts between an existing easement owned by AT&T and numerous utilities both existing and proposed necessary for the residents of Atherton to maintain emergency services and data communications. This area is south of the existing AT&T emergency service communication tower and is complicated by numerous above and underground utility vaults and structures. There are multiple options that require further investigation and negotiations in how the Town will best approach AT&T with a final easement solution that accounts for the proposed project programming.

Another conflict in this particular area is a proposed Atherton Fiber utility conduit and hub. Atherton Fiber will require temporary, and separately permanent, underground utility routing as well as a central utility hub location. Both Atherton Fiber and AT&T (and potentially other data/communication private utility companies) necessitate electric power from PG&E which will also need to be examined to avoid conflicts with existing heritage trees, existing and proposed utilities. In order to properly execute the required coordination and documentation to facilitate negotiations with all involved utility companies, the following design services and documents are proposed:

Additional Negotiations and Utility-specific Coordination/Meetings:

- a. Client and Internal Design Team Coordination and Meetings to develop a strategy for negotiations with AT&T regarding their easement and a solution to abandon, amend, or incorporate accordingly. The solution will need to account for how this easement may affect the proposed project plans, existing trees/other remaining site features and future utilities (three additional utility easement-focused meetings with Client and AT&T, and one additional site visit are anticipated).

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- b. Additional meetings and site visit(s) with Atherton Fiber to review proposed plans for temporary utility routing and hub location. These efforts are directly related to proposed AT&T easement negotiations (two additional utility routing and easement-related meetings and one additional site visit anticipated)
- c. Additional meetings with PG&E to develop a solution that accounts for and accommodates AT&T routing and equipment.
- d. Review documents and plans provided by Atherton Fiber's contractor (Paxio).
- e. Review local agency codes and requirements for new easements.
- f. Coordination with utility companies to determine agreed upon easement strategy, including developing exhibits and information to help the Town of Atherton facilitate negotiations.
- g. Coordination with other utility companies that may potentially require access in this area including but not limited to; private cable communication providers, other data/telecommunication companies, etc.
- h. Coordination between AT&T and PG&E to accommodate electric power and meter placement for existing cross connect box both during construction and within finished Civic Center.
- i. Coordination with Architect regarding space allocation for permanent fiber hub location if it isn't located in the AT&T communications tower building.

Most, if not all of these costs will be recouped via permitting fees for encroachments and wireless telecommunications easements.

*Council action is required to authorize the City Attorney to draft and the City Manager to execute a consulting services agreement amendment with WRNS Studio for a fee not to exceed \$18,700 for the additional utility easement negotiations and reconciliation services.*

The total cost for all four of the additional WRNS service proposals is \$104,950.

### **Project Funding**

Atherton Now's Monthly Fundraising Update is attached (Attachment 7). Atherton Now has sufficient contributions to allow the project to move through all design phases. Atherton Now maintains a public website at <http://atherton-now.org/> that provides information on the project, a project video, and information on the campaign status.

### **POLICY ISSUES**

There are no policy issues associated with this report.

### **FISCAL IMPACT**

Attachment 8 is a summary of the project finances via the Monthly Budget Summary.

## **Civic Center Project Monthly Status Report**

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### **PUBLIC NOTICE**

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

### **ATTACHMENTS**

Attachment 1: Cost Model Manager Report 4-5-18

Attachment 2: Project Schedule 4-5-18

Attachment 3: WRNS Proposal Letter for Title 24 Commissioning Services dated: 4-6-18

Attachment 4: WRNS Proposal Letter for Additional PD Design Changes dated: 4-5-18

Attachment 5: WRNS Proposal Letter for Additional City Hall/PD Micro-Grid Alternate Bid Design and Documentation dated: 4-6-18

Attachment 6: WRNS Proposal Letter for Additional Utility Easement Negotiations dated: 4-6-18

Attachment 7: Atherton NOW Monthly Report-March 2018

Attachment 8: Monthly Budget Summary

Attachment 8

Monthly Budget Summary

<b>Fund Allocations</b>	<b>Library Fund</b>	<b>Building Facilities Fund</b>	<b>General Fund</b>	<b>Civic Center Donations</b>	<b>Total</b>
<b>FY 17-18 Budget</b>	<b>\$4,568,071</b>	<b>\$1,573,849</b>	<b>\$881,500</b>	<b>\$4,049,218</b>	<b>\$11,072,638</b>
<b>Expenditures to Date</b>					
<b>Design</b>	<b>\$894,461</b>	<b>\$282,930</b>	<b>\$571,487</b>	<b>\$2,257,582</b>	<b>\$4,006,460</b>
<b>Project Management</b>	<b>\$224,420</b>	<b>\$154,846</b>	<b>\$39,357</b>	<b>\$444,000</b>	<b>\$862,624</b>
<b>Geo-Tech/Environmental</b>	<b>\$47,259</b>	<b>\$91,321</b>	<b>\$53,174</b>	<b>\$0</b>	<b>\$191,754</b>
<b>Totals</b>	<b>\$1,166,140</b>	<b>\$529,097</b>	<b>\$664,019</b>	<b>\$2,701,583</b>	<b>\$5,060,838</b>
<b>Remaining FY 17-18 Budget</b>	<b>\$3,401,931</b>	<b>\$1,044,752</b>	<b>\$217,481</b>	<b>\$1,347,635</b>	<b>\$6,011,800</b>

<b>Atherton Now Cash Donations (Received)</b>	<b>Amount</b>
<b>Master Plan &amp; Conceptual Design Phases 1 &amp; 2</b>	<b>\$250,457</b>
<b>Schematic Design Phase 3</b>	<b>\$200,838</b>
<b>Design Development</b>	<b>\$506,870</b>
<b>Construction Documents Phase</b>	<b>\$783,026</b>
<b>Total Contributions to Date</b>	<b>\$1,741,191</b>

Cost Model Manager - Project Cost Report

SUMMARY	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Land Acquisition & Entitlements	\$344,483	1%	\$8.45	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$7,044,139	13%	\$172.69	Architect, engineers, reimbursable expense, consultants
Construction and Related Costs	\$43,315,815	81%	\$1,061.92	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone and Data Systems	\$691,125	1%	\$16.94	Allow for new phone system; new computers, server, wireless service
Furnishings, Fixtures and Equipment	\$943,688	2%	\$23.14	Furnishings for predominantly the interiors
Audio Visual and Security	\$77,000	0%	\$1.89	Includes paging, CCTV, card key system, projection system, and LCD monitors
Owner Costs	\$676,337	1%	\$16.58	Relocation, legal, etc.
Project Contingency	\$442,077	1%	\$10.84	Allow for a 5% Project Contingency (fixed as of 12/20/17)
<b>TOTAL PROJECT BUDGET</b>	<b>\$53,534,664</b>	<b>100%</b>	<b>\$1,312.45</b>	Based on 40,790 Gross Square Feet of Buildings, Council approval: 12/20/17

Cost Model Manager - Project Cost Report

LAND ACQUISITION & ENTITLEMENTS	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Land Acquisition	0	0%		
CEQA Requirements	0	0%		
Environmental Impact Report	146,808	43%	3.60	Per Place Works proposal, 7/12/14
Planning Department Review	0	0%	-	Allowance per masterplan budget
Off site improvements for CEQA	0	0%	-	Assumed not required.
Hazardous Materials Study	24,275	7%	0.60	Per RGA Quote
Hazardous Abatement Plan and Compliance	25,000	7%	0.61	Allowance
Noise Study	0	0%	-	Included in EIR costs
Transportation/Traffic Study	0	0%	-	Included in EIR costs
Historical Consultant	0	0%	-	Assumed none required
Arborist	0	0%	-	Study tree conditions, (E) report complete
Archeological Resource Study	0	0%	-	Included in EIR costs
Topo and Alta surveys	44,900	13%	1.10	Legal description, topographic map
Geotechnical Survey	23,500	7%	0.58	Per Murray proposal 3/12/15
Underground Utility Survey	40,750	12%	1.00	Per MH 5/11/17
Reimbursable	20,000	6%	0.49	Allowance per costs above
Additional Services	19,250	6%	0.47	Allowance per costs above
<b>Total - Entitlements</b>	<b>344,483</b>	<b>100%</b>	<b>8.45</b>	

Cost Model Manager - Project Cost Report

DESIGN, PLANNING & MANAGEMENT	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Design Professionals				
Architect	4,788,460	68%	117.39	Per WRNS proposal: 3/18/15 and XS as of 1/17/18
Structural engineer	0	0%	-	
Mechanical Engineer	0	0%	-	
Electrical Engineer	0	0%	-	
Civil Engineer/Survey	0	0%	-	
Landscape Architect	0	0%	-	
Cost Planning and Estimating	0	0%	-	NIC, provided by mack5
Specifications Writer	0	0%	-	
LEED Design	0	0%	-	Included above, Library only
LEED Commissioning	0	0%	-	Only through CD phase
Waterproofing Consultant	0	0%	-	
Acoustical Engineer	0	0%	-	
Community Outreach	0	0%	-	
Elevator Consultant	0	0%	-	
Internal Project Management	680,500	10%	16.68	Per MH 2/1/18
Project Management - mack5	1,290,859	18%	31.65	mack5 fee, includes extra services 6/7/17
Wayfinding, Graphics/Signage	4,000	0%	0.10	Allowance
IT / AV / Security Equipment Consultants	58,320	1%	1.43	Per Interwest scope
Specialty Consultants for Police & Library	0	0%	-	Included in WRNS proposal above
Renderings and Models	20,000	0%	0.49	Allowance
FF&E Design	0	0%	-	Assumes covered by furniture vendor
LEED Enhanced Commissioning	30,000	0%	0.74	Allowance
Reimbursable Expense	172,000	2%	4.22	Allowance at 3% of above costs
Allow for Additional Services	0	0%	-	Allow for 10% of all costs (fixed as of 5/19/17)
<b>Total - Design, Planning &amp; Management</b>	<b>7,044,139</b>	<b>100%</b>	<b>\$ 172.69</b>	

Cost Model Manager - Project Cost Report

CONSTRUCTION COSTS and RELATED COSTS	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Construction			-	Based on mack5 estimate 1/26/18 (doesn't not include bid contingency of \$4.15M)
Police/Administration Building	17,225,000	40%	422.28	
Site Development	<u>5,976,000</u>	14%	146.51	Includes Bid Alternate #1 (\$300,000)
Subtotal - Police/Admin	23,201,000	54%	568.79	
Library	10,509,000	24%	257.64	
Old Town Hall	1,300,000	3%	31.87	
Site Development	<u>4,663,000</u>	11%	114.32	Includes Bid Alternate #10 (\$535,000)
Subtotal - Library	16,472,000	38%	403.82	
Corp Yard	0	0%	-	Removed from scope of work
Site Development	<u>805,000</u>	2%	19.74	Based on mack5 estimate 3/26/18
Subtotal - Corp Yard	805,000	2%	19.74	
<i>Total for Construction</i>	<i>40,478,000</i>	<i>93%</i>	<i>992.35</i>	
Related Costs of Construction				
Allowance for Hazardous Remediation	0	0%	-	Included in construction cost
Contractor Labor & Performance Bond	0	0%	-	Included in construction cost
SWPPP	0	0%	-	Qualified SWPPP Developer (QSD) and Practioner (QSP) covered by ToA
Fees and Permits		0%	-	
City Permit Fees	138,447	0%	3.39	Allowance
Encroachment Permit	0	0%	-	Included above
Fire Department Permit	0	0%	-	Waived by MPFPD 5/16/17
Utility Fees		0%	-	
Fire Department Connection	70,000	0%	1.72	Allowance for 2 new fire water service
Water	250,000	1%	6.13	Allowance for 2 new Potable water meters and one new irrigation water meter.
PG&E	60,000	0%	1.47	Allowance for 2 new electrical service
Cable/Telecommunications	10,000	0%	0.25	Allow for service to buildings
Insurance - Builder's Risk	0	0%	-	Included above
Inspector of Record	0	0%	-	Covered by ToA
Testing & Inspections	242,868	1%	5.95	Allowance at 0.06% of cost of construction
Geotech Inspections	66,500	0%	1.63	Based on Murray Proposal approved: 1/17/18
Change Order Contingency	2,000,000	5%	49.03	Allow for 5% of cost of construction
<b>Total - Construction Costs</b>	<b>43,315,815</b>	<b>100%</b>	<b>1,061.92</b>	

Cost Model Manager - Project Cost Report

TELEPHONE and DATA SYSTEMS	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Cabling	0	0%	-	Included in construction costs
Networks	385	0%	0.01	Per TEA estimate 12/23/17
Emergency Service Connections	300,084	43%	7.36	Per TEA estimate 12/23/17
Temporary DataCom Relocations	23,826	3%	0.58	Council approved 2/21/18
911/Ring Down System	253,500	37%	6.21	Per TEA estimate 12/23/17
Server	10,000	1%	0.25	Allowance, confirm scope
Telecom, primary & ancillary systems	55,830	8%	1.37	Per TEA estimate 12/23/17
Wireless network	25,000	4%	0.61	Allow for wireless networking
Allow for Additional Scope	22,500	3%	0.55	Allow for 10%
<b>Total - Telephone and Data Systems</b>	<b>691,125</b>	<b>100%</b>	<b>16.94</b>	

Cost Model Manager - Project Cost Report

FURNISHINGS, FIXTURES & EQUIPMENT	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Office Furnishings	384,438	41%	9.42	Hayworth Quote 10/27/17
Library Furnishings	500,000	53%	12.26	Budget per furniture quotes
Library Sorter	59,250	6%	1.45	Budget per equipment quote
Signage	0	0%	-	Included in construction estimate
Kitchen equipment	0	0%	-	Included in construction estimate
Workout equipment	0	0%	-	
Allow for Additional Scope	0	0%	-	10% of above costs
<b>Total - Furnishings, Fixtures and Equipment</b>	<b>943,688</b>	<b>100%</b>	<b>23.14</b>	

Cost Model Manager - Project Cost Report

AUDIO VISUAL and SECURITY	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Public announcement system	20,000	26%	0.49	Indoor and outdoor system for general announcements
Audio Visual Systems	50,000	65%	1.23	Projectors, Screens, Speakers, Monitors
Security System - CCTV, Card Keys etc.	0	0%	-	Included in construction estimate
Library Book Check Out and Security	0	0%	-	Included in construction estimate
Allow for Additional Scope	7,000	9%	0.17	Allow for 10%
<b>Total - Audio Visual and Security</b>	<b>77,000</b>	<b>100%</b>	<b>1.89</b>	

Cost Model Manager - Project Cost Report

OWNER COSTS	Anticipated Cost (AC) 5-Apr-18	% of Anticipated Cost	Anticipated Cost (AC) \$ / GSF	Comments
Events (ground breaking, opening ceremony etc.)	15,000	2%	0.37	Allow for Town portion of events, brochures, community outreach
Public Art	0	0%	-	Not In Contract
Legal (Project-related)	0	0%	-	Allowance
Financing Fees, Bond Fees	0	0%	-	Assumed no construction loan, bonds etc
Move Coordinator	128,800	19%	3.16	Interwest quote 2/25/17
Movers, Relocation	65,540	10%	1.61	Council approved 2/21/18
Temporary Space Rental	355,797	53%	8.72	Council approved 2/21/18
Temporary Library Site Preparation	111,200	16%	2.73	Council approved 2/21/18
Allow for Additional Scope and Services	0	0%	-	Allow for 5% of above costs
<b>Total - Owner Costs</b>	<b>676,337</b>	<b>100%</b>	<b>16.58</b>	

# Atherton Civic Center - Atherton

Project Schedule - April 5, 2018



ID	Task Name	Duration	Start	Finish	P	Ma
1	<b>ACC Documentation</b>	0 days	Mon 6/30/14	Mon 6/30/14		3/4 3/11
2	<b>Project Setup &amp; Initiation</b>	<b>204 days</b>	<b>Wed 7/23/14</b>	<b>Mon 5/4/15</b>		
34						
35	<b>Design Phase</b>	<b>767 days</b>	<b>Tue 4/7/15</b>	<b>Wed 3/14/18</b>		
36	<b>Master Plan Review &amp; Programming</b>	<b>105 days</b>	<b>Tue 4/7/15</b>	<b>Mon 8/31/15</b>		
44						
45	<b>Conceptual Design</b>	<b>90 days</b>	<b>Tue 5/5/15</b>	<b>Mon 9/7/15</b>		
54						
55	<b>Schematic Design</b>	<b>155 days</b>	<b>Fri 10/16/15</b>	<b>Fri 5/20/16</b>		
71						
72	<b>Design Development</b>	<b>176 days</b>	<b>Mon 6/6/16</b>	<b>Tue 2/7/17</b>		
88						
89	<b>Construction Documents</b>	<b>279 days</b>	<b>Thu 2/16/17</b>	<b>Wed 3/14/18</b>		
113						
114	<b>Town Approvals</b>	<b>667 days</b>	<b>Tue 9/1/15</b>	<b>Wed 3/21/18</b>		
115	<b>Design Review</b>	<b>667 days</b>	<b>Tue 9/1/15</b>	<b>Wed 3/21/18</b>		
116	<b>Programming</b>	<b>10 days</b>	<b>Tue 9/1/15</b>	<b>Mon 9/14/15</b>		
119	<b>Conceptual Design</b>	<b>22 days</b>	<b>Tue 9/8/15</b>	<b>Wed 10/7/15</b>		
122	<b>Schematic Design</b>	<b>10 days</b>	<b>Mon 5/23/16</b>	<b>Fri 6/3/16</b>		
125	<b>Design Development</b>	<b>21 days</b>	<b>Thu 1/19/17</b>	<b>Thu 2/16/17</b>		
128	<b>Construction Documents</b>	<b>194 days</b>	<b>Fri 6/23/17</b>	<b>Wed 3/21/18</b>		
135						
136	<b>Entitlements</b>	<b>341 days</b>	<b>Wed 7/23/14</b>	<b>Wed 11/11/15</b>		
148						
149	<b>Permitting</b>	<b>468 days</b>	<b>Fri 5/20/16</b>	<b>Wed 3/7/18</b>		
150	<b>Atherton Civic Center</b>	<b>468 days</b>	<b>Fri 5/20/16</b>	<b>Wed 3/7/18</b>		
163						
164	<b>Bidding Phase</b>	<b>303 days</b>	<b>Mon 4/24/17</b>	<b>Wed 6/20/18</b>		
165	<b>Bidding</b>	<b>303 days</b>	<b>Mon 4/24/17</b>	<b>Wed 6/20/18</b>		
166	Issue Contractor RFQ	0 days	Mon 4/24/17	Mon 4/24/17		
167	RFQ Q&A	40 days	Mon 4/24/17	Fri 6/16/17	166	
168	Contractor SOQ Due	0 days	Thu 6/29/17	Thu 6/29/17		
169	Issue Documents for Bidding	0 days	Thu 3/22/18	Thu 3/22/18	134FS+1 day	
170	Pre Bid Conference	0 days	Thu 4/5/18	Thu 4/5/18	169FS+10 days	
171	Bidding	43 days	Fri 3/23/18	Tue 5/22/18	169	
172	Final Day to Submit Questions	0 days	Tue 5/8/18	Tue 5/8/18	171FS-11 days	
173	Final Addendum Issued	0 days	Tue 5/15/18	Tue 5/15/18	172FS+6 days	
174	Receive Bids	0 days	Tue 5/22/18	Tue 5/22/18	171	
175	Evaluate Bids	5 days	Wed 5/23/18	Tue 5/29/18	174	
176	Town Approval	0 days	Wed 6/6/18	Wed 6/6/18	175FS+6 days	
177	Execute Construction Agreement	2 wks	Thu 6/7/18	Wed 6/20/18	176	
178						
179	<b>Construction Phase</b>	<b>862 days</b>	<b>Tue 3/28/17</b>	<b>Wed 7/15/20</b>		
180	<b>Construction</b>	<b>862 days</b>	<b>Tue 3/28/17</b>	<b>Wed 7/15/20</b>		
181	Notice to Proceed	0 days	Wed 6/20/18	Wed 6/20/18	177,227,228,229,16	
182	Kick-off Meeting	0 days	Wed 6/20/18	Wed 6/20/18	181	
183	Ground Breaking Ceremony	0 days	Wed 6/27/18	Wed 6/27/18	182FS+5 days	
184	Construction	540 days	Thu 6/21/18	Wed 7/15/20	182	
185	<b>FFE Installation</b>	<b>120 days</b>	<b>Thu 1/30/20</b>	<b>Wed 7/15/20</b>		
186	FFE Purchasing: Start	0 days	Thu 1/30/20	Thu 1/30/20	184FS-6 mons,134	
187	FFE Installation: Start	0 days	Thu 6/18/20	Thu 6/18/20	184FS-1 mon	
188	FFE Installation: End	1 mon	Thu 6/18/20	Wed 7/15/20	187	
189	<b>Move Coordination</b>	<b>319 days</b>	<b>Tue 3/28/17</b>	<b>Fri 6/15/18</b>		
190	<b>Inventory</b>	<b>69 days</b>	<b>Tue 3/28/17</b>	<b>Fri 6/30/17</b>		
191	Administration Inventory	69 days	Tue 3/28/17	Fri 6/30/17		
192	Library Inventory	69 days	Tue 3/28/17	Fri 6/30/17		
193	Heritage/Council Inventory	69 days	Tue 3/28/17	Fri 6/30/17		
194	Public Works Inventory	69 days	Tue 3/28/17	Fri 6/30/17		
195	<b>Surplus</b>	<b>310 days</b>	<b>Mon 4/10/17</b>	<b>Fri 6/15/18</b>		
196	Surplus Items	250 days	Mon 7/3/17	Fri 6/15/18	191,192,193,194	
197	Trash Items (Non Surplus or Storage)	310 days	Mon 4/10/17	Fri 6/15/18		
198	<b>Site Work</b>	<b>268 days</b>	<b>Tue 3/28/17</b>	<b>Thu 4/5/18</b>		
199	Develop Site Work Design Contract	113 days	Tue 3/28/17	Thu 8/31/17		
200	Design Site Work	80 days	Fri 9/1/17	Thu 12/21/17	199	
201	Bid Site Work	24 days	Fri 12/22/17	Wed 1/24/18	200	

# Atherton Civic Center - Atherton

Project Schedule - April 5, 2018



ID	Task Name	Duration	Start	Finish	P	Ma
202	Award Site Work	20 days	Thu 1/25/18	Wed 2/21/18	201	3/4 3/11
203	Site Work Contract	10 days	Thu 2/22/18	Wed 3/7/18	202	
204	Site Work NTP	1 day	Thu 3/8/18	Thu 3/8/18	203	
205	Perform Site Work for Modular Buildings	20 days	Fri 3/9/18	Thu 4/5/18	204	
206	<b>Modular Buildings</b>	<b>308 days</b>	<b>Tue 3/28/17</b>	<b>Thu 5/31/18</b>		
207	Determine Temp Office Needs	160 days	Tue 3/28/17	Mon 11/6/17		
208	Modular Buildings Bid	48 days	Tue 11/7/17	Thu 1/11/18	207	
209	Modular Buildings Bid Award	29 days	Fri 1/12/18	Wed 2/21/18	208	
210	Modular Buildings Contract	15 days	Thu 2/22/18	Wed 3/14/18	209	
211	Modular Buildings NTP	1 day	Thu 3/15/18	Thu 3/15/18	210	
212	Modular Buildings Drawings	10 days	Fri 3/16/18	Thu 3/29/18	211	
213	Modular Buildings Permits	15 days	Fri 3/30/18	Thu 4/19/18	212,162	
214	Modular Buildings Installation (Including IT and Temp Power)	30 days	Fri 4/20/18	Thu 5/31/18	205,213	
215	<b>Storage Pods</b>	<b>307 days</b>	<b>Tue 3/28/17</b>	<b>Wed 5/30/18</b>		
216	Aquire permission from Caltrans to locate PODS in front of bike lockers	150 days	Tue 3/28/17	Mon 10/23/17		
217	PODS Procurement	130 days	Tue 10/24/17	Mon 4/23/18	191,192,193,194,21	
218	PODS Agreement	15 days	Tue 4/24/18	Mon 5/14/18	217	
219	PODS Coordination	10 days	Tue 5/15/18	Mon 5/28/18	218	
220	PODS NTP	1 day	Tue 5/29/18	Tue 5/29/18	219	
221	Install PODS	1 day	Wed 5/30/18	Wed 5/30/18	220	
222	<b>Move</b>	<b>205 days</b>	<b>Fri 9/1/17</b>	<b>Thu 6/14/18</b>		
223	Mover Procurement	112 days	Fri 9/1/17	Mon 2/5/18	191,192,193,194	
224	Mover Bid Award	12 days	Tue 2/6/18	Wed 2/21/18	223	
225	Mover Contract	10 days	Thu 2/22/18	Wed 3/7/18	224	
226	Mover NTP	1 day	Thu 3/8/18	Thu 3/8/18	225	
227	Pre Move Packing	55 days	Fri 3/9/18	Thu 5/24/18	226	
228	Move Items to Storage	15 days	Fri 5/25/18	Thu 6/14/18	226,227	
229	Move Library, Heritage and City Council	10 days	Fri 6/1/18	Thu 6/14/18	226,227,214	
230						
231	<b>Project Opening</b>	<b>20 days</b>	<b>Thu 7/16/20</b>	<b>Wed 8/12/20</b>		
232	Staff Opening	1 mon	Thu 7/16/20	Wed 8/12/20	188	
233	Public Opening	0 days	Wed 8/12/20	Wed 8/12/20	232	

April 6, 2018

George Rodericks  
City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Town of Atherton Additional Services for Title 24 Commissioning  
Job no. 15007.106 | Additional Service Request No. 33

Dear George,

Thank you for the opportunity to provide you with an Additional Service proposal for Commissioning services for the designed Atherton Civic Center Library, and City Hall Offices/Police Department. As you are aware, Fundamental Commissioning is a code requirement under Title 24 to meet CalGreen. This effort is essential to ensuring that the project meets the state code requirements, and will also contribute to the Prerequisite in the LEED Documentation for the Library. The proposal scope and associated fee is for the three buildings on the campus site.

## **SCOPE OF SERVICES**

The following scope includes:

- Lead, review, and oversee the completion of all commissioning process activities.
- Prepare Cx specifications to incorporate in the construction documents (Divisions 01, 23, and 26).
- Perform a review of the Owners Project Requirements (OPR) and the engineers Basis of Design (BOD). Review comments will be provided to the Owner and Architect.
- Commissioning tasks to be carried out by a commissioning agent independent of the project's design and construction team.
- Lead commissioning meetings as part of the commissioning process.
- Assist construction manager and contractors with interpreting and achieving intent of commissioning activities specified in the contract documents.
- Prepare a commissioning plan which includes startup procedures, pre-functional checklists, and Functional performance tests.
- Review contractor's installation, equipment startup, and testing of systems.
- Perform test procedures with cooperation of the contractors to verify systems performance in Accordance with the design intent, Owners Project Requirements, and Basis of Design.
- Verify training of operations and maintenance staff is performed in accordance with the contract documents.
- Confirm factory testing and observe field testing of specified equipment.
- Submit weekly issues/resolution log to the design and construction team.
- Prepare a final commissioning report that includes all startup reports, checklists, tests, and executive summary of the commissioning process.
- Develop a systems manual that provides future operating staff information needed to understand and optimally operate the commissioned systems.

## **Systems to be Commissioned**

The building systems identified to be commissioned as part of this proposal include:

- Air Handling Units
- Air Source Heat Pump

- Mini Split System Fan Coil Units
- Exhaust Fans
- Terminal Units
- Pumps
- HVAC Control System
- Domestic Hot Water Heaters
- Domestic Hot Water Pumps
- Daylighting Controls
- Occupancy Sensors
- Lighting Control Panels
- Renewable Energy Systems
- Fire Alarm System
- Irrigation System

### Proposed Fee:

For the Scope-of-Work described above, we respectfully request an amount of \$ 55,850.00 (Fifty-five Thousand Eight Hundred Fifty Dollars) for the design services noted above.

Commissioning Services Library, Town Hall, Police and City Hall	52,000.00
Architectural Administration and Coordination	3,850.00
<b>Total</b>	<b>\$55,850.00</b>

### Reimbursables:

For work Billed at incurred rate multiplied by 10% and is estimated to be less than \$ 5,585.00. This estimate does not included Presentation Materials or Bidding sets. All interim submission will be provided electronically.

### Additional Services:

When approved in writing by the Owner, effort expended for additional services will be billed on an hourly basis and charged against the project at the hourly or, for a mutually agreed-upon lump-sum fee.

### Reimbursable Expenses:

Reimbursable expenses are billed in addition to the not-to-exceed fee proposed, and include only actual expenditures made in the interest of the project. Allowable reimbursable costs include, but are not limited to the following: cost of plotting/reproduction, photography and express delivery as specifically requested by the Owner, travel outside the 50-mile radius of the project site as specifically requested by the Owner, and will be billed at 1.10 times our direct cost.

### Assumptions/Exclusions:

The assumptions and/or exclusions outlined below represent our initial understanding of the project, as well as your expectations of products WRNS will be developing in support of this project. If these are not correct, the scope-of-work as described in the above tasks may require review and modification.

**ASSUMPTIONS**

1. Schedule will coincide with current Civic Center work effort.
2. Based on discussions with the Town through the Fall and Winter 2017
3. No additional changes to the design of the landscape items will occur past 60% Construction Documents.
4. Application Fees and Certification Fees to USGBC/GBCI are not included
5. Fees are based on LEED Checklists created and attached

**EXCLUSIONS**

The proposal does not include Enhanced Commissioning for LEED

We hope this proposal meets with your approval and reflects the effort and intentions as described in our discussion. Please let us know if you should need additional information.

Sincerely,



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Pauline Souza, AIA, LEED AP  
Project Manager, Partner  
WRNS STUDIO

Accepted

---

George Rodericks  
City Manager  
Town of Atherton

Cc: Marty Hanneman, Town of Atherton

April 5, 2018

George Rodericks  
City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Town of Atherton Civic Center Atherton Additional Police Department Design Changes  
Job no. 15007.109 Additional Service Request No. 34

Dear George,

Thank you for the opportunity to provide you with an Additional Service proposal to assist in modifying scope preferences as outlined by the Town's Police Department. We have been collaborating with the town's Police Department to include changes to the Permit Documents. This proposal reflects the additional work that affects the changes to the documentation late in the process. The effort reflects coordination with the town's representative, and additional consultants to ensure detailed documentation is provided and included in the current Permit Documents and acceptable for Bidding. While the changes are not complicated, they come past the conventional phase for programming and detailed discussions on use and adjacencies. We had alerted the users of the importance of input through several communication efforts, but did not get any Police Department requests for modifications on this scope until March. Given that these requests are being submitted late and affect a number of sheets as well as a few consultants, we respectfully request your consideration of the following services and associated fee proposal.

## **SCOPE OF SERVICES**

Our effort will be to continue working with the town's consultant, but provide necessary documentation in both drawings and specifications for inclusion in the Permit revisions, Bid and Construction Administration.

Additional services will be required by the Electrical, Mechanical and Plumbing Engineer, in conjunction with WRNS Studio to produce updated documents as required for the Atherton Civic Center project. Scope includes design discussions and updated documentation as follows for various rooms – Bag Tag Area, Evidence Area, Narcotics Property Room:

- Changes to high density shelving and other storage and shelving needs (Bag and Tag)
- Updates to storage needs for Narcotics Division – currency and firearms
- Changes to storage of digital media and general evidence areas
- Preparation of working drawings and specifications for a single bid package.
- Preparation and update of drawings in REVIT (3D) format.
- Up to (3) conference calls to discuss various changes with users and city staff
- Revisions to coordinate drawing, specification, ventilation, power and other associated program elements in all affected areas.

## Proposed Fee:

For the Scope-of-Work described above, we respectfully request an amount of \$ 11050.00 (Eleven Thousand, Fifty Dollars) for the design and documentation services noted above.

Architectural Services	5,750.00
Electrical	2,450.00
Mechanical and Energy Modeler	2,850.00
<b>Total</b>	<b>\$ 11050.00</b>

## Reimbursables:

For work, billed at incurred rate multiplied by 10% and is estimated to be less than \$3,850.00. This estimate does not include Presentation Materials or Bidding sets. All interim submissions will be provided electronically.

## Additional Services:

When approved in writing by the Owner, effort expended for additional services will be billed on an hourly basis and charged against the project at the hourly or, for a mutually agreed-upon lump-sum fee.

## Reimbursable Expenses:

Reimbursable expenses are billed in addition to the not-to-exceed fee proposed, and include only actual expenditures made in the interest of the project. Allowable reimbursable costs include, but are not limited to the following: cost of plotting/reproduction, photography and express delivery as specifically requested by the Owner, travel outside the 50-mile radius of the project site as specifically requested by the Owner, and will be billed at 1.10 times our direct cost.

## Assumptions/Exclusions:

The assumptions and/or exclusions outlined below represent our initial understanding of the project, as well as your expectations of products WRNS will be developing in support of this project. If these are not correct, the scope-of-work as described in the above tasks may require review and modification.

## ASSUMPTIONS

1. The Client has completed giving WRNS Studio with necessary parameters and deliverables for this effort.

## EXCLUSIONS

The following items/services are not part of Basic Services, but may be provided as an Additional Service if requested and authorized by the Client:

# WRNSSTUDIO<sup>LLP</sup>

We hope this proposal meets with your approval and reflects the effort and intentions as described in our discussion. Please let us know if you should need additional information.

Sincerely,



---

Pauline Souza, AIA, LEED AP  
Project Manager, Partner  
WRNS STUDIO

Accepted,

---

George Rodericks,  
City Manager  
Town of Atherton

Cc: Marty Hanneman, Town of Atherton

Attachments:

April 6, 2018

George Rodericks  
City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Town of Atherton Civic Center Micro-Grid Services for Police and City Hall  
Job no. 15007.00 | Additional Service Request No. 22

Dear George,

Thank you for the opportunity to provide you with an Additional Service proposal to finalize documentation for the Atherton Civic Center Police Department/City Hall Micro-Grid - Alternative 104. While a micro-grid may be issued as a Design Build contract, we recognize and agree that in the current construction climate, a more detailed design for this Alternate would yield better bid results. This proposal reflects the additional work that was not originally included in the base fee in March 2015. The effort reflects coordination with the town's representative, and additional consultants to ensure detailed documentation is provided within the Bidding Period. Given that this approach has evolved, we respectfully request your consideration of the following services and associated fee proposal.

## **SCOPE OF SERVICES**

Our effort will be to continue working with the town's consultant, but provide necessary documentation in both drawings and specifications for inclusion in the Permit revisions, Bid and Construction Administration.

Additional services will be required by the Electrical Engineer, Integral Group, in conjunction with WRNS Studio to produce updated documents as required for the Atherton Civic Center project. Scope includes:

- Layout of all systems and devices
- Circuiting of all devices and systems noted herein
- Written specifications for the systems noted herein
- Preparation of working drawings and specifications for a single bid package.
- Preparation of drawings in REVIT (3D) format.
- Up to (2) conference calls to discuss the micro-grid system design
- Site visits in accordance with base scope of services only, no additional site visits

Document the following components that make up the Micro-Grid system:

- Photovoltaic System (PV)
- Battery System
- Control System
- Electrical Distribution System associated with Micro-Grid system
- Provide a short narrative or Memo that describes the results of the research that was conducted.
- Provide preliminary rough equipment layouts for Micro-Grid system equipment.
- Provide preliminary single line diagrams that shows how the Micro-Grid system will connect into the site electrical system.
- Provide simple ROI calculations for the Micro-Grid system.
- Provide layout of battery and inverter equipment required to support the Micro-Grid

# WRNSSTUDIO<sup>LLP</sup>

- Provide additional wiring diagrams of the battery and inverter systems required to support the Micro-Grid

## Proposed Fee:

For the Scope-of-Work described above, we respectfully request an amount of \$ 19,350.00 (Nineteen Thousand, Three Hundred Fifty Dollars) for the design services noted above.

Micro-Grid Design Services	17,500.00
Architectural Administration and Coordination	1,850.00
<b>Total</b>	<b>\$ 19, 350.00</b>

## Reimbursables:

For work, billed at incurred rate multiplied by 10% and is estimated to be less than \$1,935.00. This estimate does not include Presentation Materials or Bidding sets. All interim submissions will be provided electronically.

## Additional Services:

When approved in writing by the Owner, effort expended for additional services will be billed on an hourly basis and charged against the project at the hourly or, for a mutually agreed-upon lump-sum fee.

## Reimbursable Expenses:

Reimbursable expenses are billed in addition to the not-to-exceed fee proposed, and include only actual expenditures made in the interest of the project. Allowable reimbursable costs include, but are not limited to the following: cost of plotting/reproduction, photography and express delivery as specifically requested by the Owner, travel outside the 50-mile radius of the project site as specifically requested by the Owner, and will be billed at 1.10 times our direct cost.

## Assumptions/Exclusions:

The assumptions and/or exclusions outlined below represent our initial understanding of the project, as well as your expectations of products WRNS will be developing in support of this project. If these are not correct, the scope-of-work as described in the above tasks may require review and modification.

## ASSUMPTIONS

1. The Client will provide WRNS Studio with necessary parameters and deliverables for this effort.

## EXCLUSIONS

The following items/services are not part of Basic Services, but may be provided as an Additional Service if requested and authorized by the Client:

- as noted in Integral proposal

# WRNSSTUDIO<sup>LLP</sup>

We hope this proposal meets with your approval and reflects the effort and intentions as described in our discussion. Please let us know if you should need additional information.

Sincerely,



---

Pauline Souza, AIA, LEED AP  
Project Manager, Partner  
WRNS STUDIO

Accepted,

---

George Rodericks,  
City Manager  
Town of Atherton

Cc: Marty Hanneman, Town of Atherton

April 6, 2018

George Rodericks  
City Manager  
Town of Atherton  
91 Ashfield Road  
Atherton, CA 94027

Re: Town of Atherton Civic Center Data Utility Negotiations for reconciled Easement Solution  
Job no. 15007.105 | Additional Service Request No. 31

Dear George,

Thank you for the opportunity to provide you with an Additional Service proposal for needed negotiations to support the Town with the development of Civic Center effort. This proposal is built off the Sherwood Proposal provided to us dated April 3, 2018, and attached as an exhibit.

We understand identified inaccuracies and conflicts between existing easement ownership by AT&T and other utilities have caused complications in the services that must be provided to the Town of Atherton. Sherwood Engineers will assist in developing a strategy that assists in the negotiation needed to rectify the conflicts. Our team is ready to engage in the discussions and assist in the development of a design that is forward thinking and reflects the market. Given the importance of this work, we greatly advise that the effort for the civic center be altered to allow for efficient integration into the process.

## **SCOPE OF SERVICES**

The Town and their contracted consultants have identified inaccuracies and conflicts between an existing easement owned by AT&T and numerous utilities both existing and proposed necessary for the residents of Atherton to maintain emergency services and data communications. This area is south of the existing AT&T emergency service communication tower and is complicated by numerous above and underground utility vaults and structures. There are multiple options that require further investigation and negotiations in how the Town will best approach AT&T with a final easement solution that accounts for the proposed project programming.

Another conflict in this particular area is a proposed Atherton Fiber utility conduit and hub. Atherton Fiber will require temporary, and separately permanent, underground utility routing as well as a central utility hub location. Both Atherton Fiber and AT&T (and potentially other data/communication private utility companies) necessitate electric power from PG&E which will also need to be examined to avoid conflicts with existing heritage trees, existing and proposed utilities. In order to properly execute the required coordination and documentation to facilitate negotiations with all involved utility companies, the following design services and documents are proposed:

1. Additional Negotiations and Utility-specific Coordination/Meetings:
  - a. Client and Internal Design Team Coordination and Meetings to develop a strategy for negotiations with AT&T regarding their easement and a solution to abandon, amend, or incorporate accordingly. The solution will need to account for how this easement may affect the proposed project plans, existing trees/other remaining site features and future utilities (3 additional utility easement-focused meetings with Client and AT&T, and 1 additional site visit anticipated)
  - b. Additional meetings and site visit(s) with Atherton Fiber to review proposed plans for temporary utility routing and hub location. These efforts are directly related to proposed AT&T easement negotiations

- (2 additional utility routing and easement-related meetings and 1 additional site visit anticipated)
- c. Additional meetings with PG&E to develop a solution that accounts for and accommodates AT&T routing and equipment.
  - d. Review documents and plans provided by Atherton Fiber's contractor (Paxio).
  - e. Review local agency codes and requirements for new easements.
  - f. Coordination with utility companies to determine agreed upon easement strategy, including developing exhibits and information to help the Town of Atherton facilitate negotiations.
  - g. Coordination with other utility companies that may potentially require access in this area including but not limited to; private cable communication providers, other data/telecommunication companies, etc.
  - h. Coordination between AT&T and PG&E to accommodate electric power and meter placement for existing cross connect box both during construction and within finished Civic Center.
  - i. Coordination with Architect regarding space allocation for permanent fiber hub location if it isn't located in the AT&T communications tower building.

### Deliverables: Tentative Map

- o Attend two (2) additional Design Team Coordination Meetings
- o One (1) Additional Site Visits
- o Four (4) Additional Agency Meetings
- o Maximum of one simple exhibit to facilitate negotiations with each utility company, at the discretion of the Civil Engineer, maximum of 3

### Proposed Fee:

For the Scope-of-Work described above, we respectfully request an amount of \$ 18, 700.00 (Eighteen Thousand Seven Hundred Dollars) for the design services noted above.

Data Utility Negotiations	17, 500.00
Architectural Administration and Coordination	1, 200.00
<b>Total</b>	<b>\$18, 700.00</b>

### Reimbursables:

For work Billed at incurred rate multiplied by 10% and is estimated to be less than \$1,870.00. This estimate does not included Presentation Materials or Bidding sets. All interim submission will be provided electronically.

### Additional Services:

When approved in writing by the Owner, effort expended for additional services will be billed on an hourly basis and charged against the project at the hourly or, for a mutually agreed-upon lump-sum fee.

### Reimbursable Expenses:

Reimbursable expenses are billed in addition to the not-to-exceed fee proposed, and include only actual expenditures made in the interest of the project. Allowable reimbursable costs include, but are not limited to the following: cost of plotting/reproduction, photography and express delivery as specifically

requested by the Owner, travel outside the 50-mile radius of the project site as specifically requested by the Owner, and will be billed at 1.10 times our direct cost.

## **Assumptions/Exclusions:**

The assumptions and/or exclusions outlined below represent our initial understanding of the project, as well as your expectations of products WRNS will be developing in support of this project. If these are not correct, the scope-of-work as described in the above tasks may require review and modification.

## **ASSUMPTIONS**

1. The Client will provide WRNS Studio with necessary parameters and deliverables for this effort.
2. Formal report is not required.
3. Schedule will commence in January 2017 and will be completed within the first six months

## **EXCLUSIONS**

The following items/services are not part of Basic Services, but may be provided as an Additional Service if requested and authorized by the Client:

- Agency Fees
- Geotechnical Report
- Official letters to agencies for easement negotiations
- Site graphics
- Traffic Engineering and Traffic Studies
- Engineering and documentation pertaining to the SFPUC Water Line project impact
- Surveying related work - Record Maps, Legal Descriptions, Easement Descriptions, lot line adjustments, ROW abandonment
- Project phasing and design of temporary facilities

We hope this proposal meets with your approval and reflects the effort and intentions as described in our discussion. Please let us know if you should need additional information.

Sincerely,

Accepted




---

Pauline Souza, AIA, LEED AP  
Project Manager, Partner  
WRNS STUDIO

---

George Rodericks,  
City Manager  
Town of Atherton

Cc: Marty Hanneman, Town of Atherton

## **Attachments:**

Exhibit A: Sherwood Proposal ASP 17 Data Utility Negotiations

## Atherton Civic Center

### Additional Services Proposal #17: Data Utility Negotiations

#### WRNS Studio

Pauline Souza  
501 2nd St  
San Francisco, CA 94107

**April 3, 2018**

Dear Pauline,

Sherwood Design Engineers (hereinafter the "Civil Engineer") is requesting approval of the following Additional Services (ASP No. 17) as an amendment to the original contract (Original Service Agreement dated March 24, 2017) with WRNS Studio (hereinafter the "Client"). Clients and Owner, Town of Atherton are in a binding agreement known as the Prime Agreement. This proposal describes additional scope to be performed as Additional Services by the Civil Engineer in collaboration with the Design Team.

#### 1.0 ADDITIONAL SERVICES SCOPE

Upon approval from the Client, the Civil Engineer will provide additional consulting support and design/mapping revisions identified below. These Additional Services will be billed on a fixed fee basis with a fee estimate per Section 3.0.

#### 1.1 Data Utility Negotiations:

The Town and their contracted consultants have identified inaccuracies and conflicts between an existing easement owned by AT&T and numerous utilities both existing and proposed necessary for the residents of Atherton to maintain emergency services and data communications. This area is south of the existing AT&T emergency service communication tower and is complicated by numerous above and underground utility vaults and structures. There are multiple options that require further investigation and negotiations in how the Town will best approach AT&T with a final easement solution that accounts for the proposed project programming.

Another conflict in this particular area is a proposed Atherton Fiber utility conduit and hub. Atherton Fiber will require temporary, and separately permanent, underground utility routing as well as a central utility hub location. Both Atherton Fiber and AT&T (and potentially other data/communication private utility companies) necessitate electric power from PG&E which will also need to be examined to avoid conflicts with existing heritage trees, existing and proposed utilities. In order to properly execute the required coordination and documentation to facilitate negotiations with all involved utility companies, the following design services and documents are proposed:

1. Additional Negotiations and Utility-specific Coordination/Meetings:
  - a. Client and Internal Design Team Coordination and Meetings to develop a strategy for negotiations with AT&T regarding their easement and a solution to abandon, amend, or incorporate accordingly. The solution will need to account for how this easement may affect the proposed project plans, existing trees/other remaining site features and future utilities (3 additional utility easement-focused meetings with Client and AT&T, and 1 additional site visit anticipated)
  - b. Additional meetings and site visit(s) with Atherton Fiber to review proposed plans for temporary utility routing and hub location. These efforts are directly related to proposed AT&T easement negotiations (2 additional utility routing and easement-related meetings and 1 additional site visit anticipated)
  - c. Additional meetings with PG&E to develop a solution that accounts for and accommodates AT&T routing and equipment.
  - d. Review documents and plans provided by Atherton Fiber's contractor (Paxio).
  - e. Review local agency codes and requirements for new easements.
  - f. Coordination with utility companies to determine agreed upon easement strategy, including developing exhibits and information to help the Town of Atherton facilitate negotiations.
  - g. Coordination with other utility companies that may potentially require access in this area including but not limited to; private cable communication providers, other data/telecommunication companies, etc.
  - h. Coordination between AT&T and PG&E to accommodate electric power and meter placement for existing cross connect box both during construction and within finished Civic Center.

- i. Coordination with Architect regarding space allocation for permanent fiber hub location if it isn't located in the AT&T communications tower building.
- 2. Additional SFPUC easement revisions and negotiations: Due to the recent direction from the Town to maintain existing trees within the proposed SFPUC easement, additional coordination, negotiations with SFPUC and amendments to the parcel map will be required.
- 3. Base Plan Development (To incorporate revised strategies into easement plan and ultimately into Final Map)
  - a. Compile all agreeable upon utility routing and easements for data utilities into easement plan and civil utility plans.
  - b. Work with surveyor to incorporate any new easements and associated language into final map and easement definitions.

**Deliverables include:**

- o Attend two (2) additional Design Team Coordination Meetings
- o One (1) Additional Site Visits
- o Four (4) Additional Agency Meetings
- o Maximum of one simple exhibit to facilitate negotiations with each utility company, at the discretion of the Civil Engineer, maximum of 3

**1.2 EXCLUSIONS** Consultant shall not be required to provide the following services.

- 1. Agency Fees
- 2. Geotechnical Report
- 3. Official letters to agencies for easement negotiations
- 4. Site graphics
- 5. Traffic Engineering and Traffic Studies
- 6. Engineering and documentation pertaining to the SFPUC Water Line project impact
- 7. Surveying related work - Record Maps, Legal Descriptions, Easement Descriptions, lot line adjustments, ROW abandonment
- 8. Project phasing and design of temporary facilities

**2.0 SCHEDULE**

The additional civil engineering services included in ASP No. 17 will commence upon approval with an anticipated additional 5-8 weeks additional time for design solutions and utility negotiations. If the project schedule is extended, or additional services are requested by the Client, resulting in an additional scope of work beyond the Original Service Agreement and ASP No. 17, the Civil Engineer can accommodate the additional services under a separate Additional Services Proposal.

**3.0 ADDITIONAL SERVICES FEE SUMMARY TABLE**

Additional fees will be billed on a time and materials in accordance with Civil Engineer's Standard Hourly rates identified in the Original Services Agreement. Reimbursable expenses will be billed in addition to the hourly labor cost.

ADDITIONAL SERVICES	Schedule (Completion Date and/or Duration*)	Fee Estimate	Estimated Reimbursable Expenses
<b>1.0 Scope and Fee</b>			
1.1 Data Utility Negotiations	8 weeks	\$17,500	incl

\*Duration is defined as elapsed time from initiation of phase or scope of work upon our receipt of your written authorization to proceed.

**Acknowledgement:**

The respective obligations of the parties are set forth in the Proposal, including any schedules or exhibits referred to therein, and in the ATTACHMENT I - STANDARD TERMS AND CONDITIONS which is attached to the Proposal and made a part thereof. If both the Client and Owner have signed this Acknowledgement, both shall be responsible jointly and severally to pay amounts invoiced and due to Sherwood Design Engineers.

**Proposal:** Letter dated \_\_\_\_\_ for the \_\_\_\_\_  
\_\_\_\_\_ Project.

**Billing:** Preferred Billing Method:  US Mail  Email  Both  
Billing contact name: \_\_\_\_\_  
Billing contact email: \_\_\_\_\_  
Special Instructions: \_\_\_\_\_  
\_\_\_\_\_

<b>Client:</b>		<b>Owner</b>	
Full Legal Name _____		Full _____	Legal
Name _____			
Attention: _____		Attention: _____	
Address _____		Address _____	
_____			
_____			
_____			
Federal Tax ID _____		Federal _____	Tax
ID _____			
x _____		x _____	
_____			
Agreed _____	Title _____	Date _____	
		Agreed _____	Title _____ Date _____

**Sherwood Design Engineers:**

This agreement is with only the following identified entity which is solely responsible to provide the Service:

- † Sherwood Design Engineers – 58 Maiden Lane, 3<sup>rd</sup> Floor, San Francisco, CA 94118, USA
- † Sherwood Design Engineers - 39<sup>th</sup> Floor, 10 East 40<sup>th</sup> Street, New York, NY 10016, USA
- † Sherwood Design Engineers – 611 Kirby Drive, Houston, TX 77005, USA



x \_\_\_\_\_ Principal 4/3/18  
Agreed \_\_\_\_\_ Title Date

John Leys  
Principal Engineer  
California Certificate No. 72828



*Campaign Committee*

*Didi Fisher, Co-Chair*

*Sandy Levison, Co-Chair*

*Kay Clarke*

*Brendan Cullen*

*Christine David*

*Rick Degolia*

*Herb Lechner*

*Beverly Lenihan*

*Elizabeth Lewis*

*Kimberly Young*

April 10, 2018

TO: Town Council of Atherton  
FROM: Atherton Now Campaign Committee

SUBJECT: Monthly Fundraising Update – March 31, 2018

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Outstanding commitments/pledges	\$2,545,762
Cash Donations	\$3,960,965
Cash Grants to the Town	\$1,738,691
Next Payment Due 6/17/17	\$65,470
Total Cash & Pledges to date	\$6,506,727
Million Dollar Donors	4
Total # of Donors to date	140

Respectfully submitted.