



**CITY OF FOSTER CITY/  
ESTERO MUNICIPAL IMPROVEMENT DISTRICT  
FOSTER CITY COUNCIL CHAMBERS  
620 FOSTER CITY BOULEVARD  
FOSTER CITY, CALIFORNIA**

**AGENDA**

Monday, August 5, 2019 6:30 PM

**REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Councilmembers/ex officio EMID Directors Richa Awasthi, Sanjay Gehani, Catherine Mahanpour, Herb Perez, and Mayor/President Sam Hindi

**4. SPECIAL PRESENTATIONS**

**4.1.** Presentation from the Foster City Tennis Club Donating a Check in the Amount of \$2,500 to the Foster City Foundation

**4.2.** Presentation of Certificates of Recognition to the 12UB - FC Frost, 12UG - FC Rapids, and 10UB - FC Thunder Teams for their Achievements in the American Youth Soccer Organization National Games

## **5. PUBLIC**

FCCM 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary."

## **6. CITY/EMID CONSENT CALENDAR**

All matters listed under Consent Calendar are considered to be routine by the City Council/EMID Board of Directors and will be enacted by one motion unless removed by a member of the Council/Board, staff, or public. There will be no separate discussion on these items unless a citizen or a Council/Board member so requests. If discussion is required, that item will be removed from the Consent Calendar and will be considered separately after approval of the remaining items on the Consent Calendar. Vote may be by roll call.

### **6.1. City/EMID Minutes**

#### **6.1.1. City/EMID Regular Meeting of July 1, 2019**

### **6.2. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2019-73 and EMID Resolution Number to be used tonight is 3489)**

#### **6.2.1. A Resolution of the City Council of the City of Foster City Appropriating \$66,453.63 from the Equipment Replacement Fund and Approving the Purchase of 35 Replacement Tasers, Peripherals, and Training for the Police Department Through a Purchase Order with Axon Enterprise**

- a) Staff Report
- b) Adopt Resolution

#### **6.2.2. A Resolution of the City Council of the City of Foster City Approving, Accepting, and Authorizing the Execution and Recordation of the Dedication of Public Improvements Agreement by and Between Gilead Sciences, Inc. and the City of Foster City for the Traffic System Facilities on Vintage Park Drive**

- a) Staff Report
- b) Adopt Resolution

- 6.2.3.** A Resolution of the City Council of the City of Foster City Authorizing Receipt of a \$35,000 Donation from Gilead Sciences to be Deposited into the City CIP Fund 301 for the Fitness Court at Shorebird Park (CIP 301-683)  
a) Staff Report  
b) Adopt Resolution
- 6.2.4.** A Resolution of the City Council of the City of Foster City Amending Section 24 of Resolution No. 59-73 to Include a No Parking Zone and Approving Proposed Signage and Striping Improvements on Crane Avenue  
a) Staff Report  
b) Adopt Resolution
- 6.2.5.** A Resolution of the City Council of the City of Foster City Authorizing the Issuance of a Request for Proposal for Citywide Janitorial Services for October 1, 2019 through September 30, 2020 and Authorizing the Payment to Impec Group of \$31,768.83 per Month from July 1, 2019 Through September 30, 2019 for "Month to Month" Services  
a) Staff Report  
b) Adopt Resolution
- 6.2.6.** A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing Staff to Merge Remove and Recoat Water Tanks Project (CIP 405-660), Water Quality Dosing and Tank Improvements Project (CIP 405-670), and Seismic Retrofit at Water Tanks 1, 2, and 3 Project (CIP 405-688) into a Single CIP; Renaming Them Water Tank Improvements Project (CIP 405-660); and Authorizing the President to Execute an Agreement with Murraysmith, Inc. in the Amount of \$393,013 for Professional Engineering Services for CIP 405-660  
a) Staff Report  
b) Adopt Resolution

## **7. PUBLIC HEARINGS**

- 7.1.** A Public Hearing to Hear and Consider Public Comments Regarding the 2019-2020 Appropriations Limit of the City/District  
a) Open Public Hearing  
b) Staff Report  
c) Receive Public Testimony  
d) Close Public Hearing

- e) Action - A Resolution of the City Council of the City of Foster City Establishing the Fiscal Year 2019-2020 Appropriations Limit Pursuant to Article XIII B of the California Constitution
- f) Action - A Resolution of the Board of Directors of the Estero Municipal Improvement District Establishing the Fiscal Year 2019-2020 Appropriations Limit Pursuant to Article XIII B of the California Constitution

## **8. REPORTS**

- 8.1.** Report on Funding Options for the Recreation Center Master Plan Project
  - a) Staff Report
  - b) Action - By Minute Order, Provide Policy Direction

## **9. RESOLUTIONS FOR ADOPTION**

- 9.1.** A Resolution of the City Council of the City of Foster City Authorizing Amendment No. 1 to the Professional Services Agreement for Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park with Burks Toma Architects, Inc., Dated April 16, 2018, to Expand the Scope of Work to Include the Development of a Recreation Center Master Plan Phase 3 Build to Budget Study Within the Original Contract Amount
  - a) Staff Report
  - b) Action - Adopt Resolution
- 9.2.** A Resolution of the City Council of the City of Foster City Authorizing an Agreement with Steer Group in the Amount of \$73,040 for a Transportation Management Association Feasibility Study
  - a) Staff Report
  - b) Action - Adopt Resolution
- 9.3.** A Resolution of the City Council of the City of Foster City Authorizing the Use and Transfer from the Capital Asset Acquisition and Replacement Fund in the Amount of \$50,000 to the General Fund (Account No. 001-0000-140-0000) for the City's Exercise of the Option to Purchase/Escrow Deposit for the Pilgrim Triton Phase C - Workforce Housing Project
  - a) Staff Report
  - b) Action - Adopt Resolution



## **10. COMMUNICATIONS**

- 10.1.** City/District Warrant of Demands were Processed and Issued on June 19, 2019, June 24, 2019, June 26, 2019, July 3, 2019, July 8, 2019, July 10, 2019 and July 17, 2019  
a) Information Item Only  
b) No Action Required

## **11. CITY/DISTRICT MANAGER REPORTS, COUNCIL/BOARD STATEMENTS AND REQUESTS, AND COUNCIL LIAISON REPORTS**

City/District Manager and Council/EMID Board Members report on their various assignments and liaison roles and Council/EMID Board requests for scheduling future items.

## **12. ADJOURNMENT**

**The public is invited to attend.**

Any attendee wishing special accommodations at the meeting should contact the City Clerk's Department at (650) 286-3250 at least 48 hours in advance of the meeting.

**Any writings or documents provided to a majority of the City Council or EMID Board regarding any item on this agenda after the agenda packet was distributed will be made available for public inspection in the City Clerk Department at City Hall located at 610 Foster City Boulevard during normal business hours and at the meeting.**

**City Council meetings on FCTV on Comcast Channel 27 and AT&T Channel 99:**

**LIVE** every 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month

**REPLAY** next day at 1:00 pm (that week only)

**REPLAY** Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

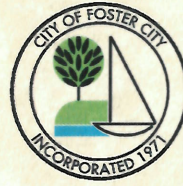
**City Council meetings on <https://www.fostercity.org/community/page/fctv-live-stream>:**

**STREAMED LIVE** every 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month

**City Council meetings on-demand:**

**<https://www.fostercity.org/agendasandminutes>**





City of Foster City  
San Mateo County, California  
**Certificate of Recognition**

*On behalf of the Honorable City Council*

*Whereas, 12UG - FC Rapids is a Foster City Youth Soccer team whose dedicated members include: Ila Ali, Maylin Chio, Shreya Gupta, Quinlan Belen Henroid, Grace Huang, Akshitha Kodumur, Lana Kusumoto, Serena Lawrence, Keira Lazzerini, Kiara Nitao, Leia Saito, Adison Wilmurt, Assistant Coach Karen Belen Henroid and Head Coach David Saito; and*

*Whereas, following many practices, hard work, and determination, 12UG – FC Rapids finished 3rd Place in their pool at the American Youth Soccer Organization (AYSO) National Games in Oahu, Hawaii.*

*Now, therefore, I, Sam Hindi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate of Recognition to:*

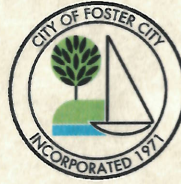


**12UG – FC Rapids**

*Presented on this 5th day of August, 2019*

  
\_\_\_\_\_  
Mayor Sam Hindi





City of Foster City  
San Mateo County, California  
**Certificate of Recognition**

*On behalf of the Honorable City Council*

*Whereas, 12UB – FC Frost is a Foster City Youth Soccer team whose dedicated members include: Emery Ahmed, Julien Bergeron-Palmer, Landon Don, Yianni Fitzgerald, Benjamin Gilfether, Aidan Labrador, Niko Nachbar, Aydan Patel, Christian Salamanca, Jasper Sodhi, Nick Vatman, Assistant Coaches James Palmer and Jose Salamanca and Head Coach Nathan Don; and*

*Whereas, following many practices, hard work, and determination, 12UB – FC Frost finished 4th Place in their pool at the American Youth Soccer Organization (AYSO) National Games in Oahu, Hawaii.*

*Now, therefore, I, Sam Hindi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate of Recognition to:*



**12UB – FC Frost**

*Presented on this 5th day of August, 2019*

  
\_\_\_\_\_  
Mayor Sam Hindi





City of Foster City  
San Mateo County, California  
**Certificate of Recognition**

On behalf of the Honorable City Council

Whereas, **10UB – FC Thunder** is a Foster City Youth Soccer team whose dedicated members include: Hudson Brandt, Adrian Chindris, Lukas Fitzgerald, Michael Hauser, Miles Iu, Logan Jandu, Wilson Morales, Kai Nachbar, Xavier Salamanca, Caleb van Zeggeren, Assistant Coaches Jose Salamanca and Mark van Zeggeren, and Head Coach Aaron Fitzgerald; and

Whereas, following many practices, hard work, and determination, **10UB – FC Thunder** finished 1<sup>st</sup> place in their pool, qualified for the quarter finals, and competed in the finals at the American Youth Soccer Organization (AYSO) National Games in Oahu, Hawaii.

Now, therefore, I, Sam Hindi, Mayor of the City of Foster City, on behalf of the City Council, do hereby present this Certificate of Recognition to:



**10UB – FC Thunder**

Presented on this 5th day of August, 2019

  
\_\_\_\_\_  
Mayor Sam Hindi



**CITY OF FOSTER CITY/  
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

**REGULAR MEETING OF JULY 1, 2019**

**MINUTES**

**CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS**

The Regular Meeting of July 1, 2019 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. in the Council Chambers, 620 Foster City Boulevard, Foster City, San Mateo County, California, by Mayor/President Sam Hindi.

**ROLL CALL**

The Deputy City Clerk/Deputy District Secretary/Recording Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Richa Awasthi, Sanjay Gehani, Catherine Mahanpour, Herb Perez and Mayor/President Sam Hindi.

ABSENT: None.

STAFF PRESENT: Jeff Moneda, City/District Manager; Jean Savaree, City Attorney/District Legal Counsel; Dante Hall, Assistant City Manager; Joe Pierucci, Police Chief; Edmund Suen, Finance Director; Jennifer Liu, Parks and Recreation Director; Norm Dorais, Public Works Director; Marlene Subhashini, Community Development Director; John Castanha, Interim Human Resources Director; Martin Ticas, Police Captain; Tracy Avelar, Police Captain; Rob Lasky, IT Manager; Leslie Carmichael, Consulting Planner; Shuli Chen, Video Technician; and Yelena Cappello, Deputy City Clerk/Deputy District Secretary/Recording Secretary.

**SPECIAL PRESENTATIONS**

PROCLAMATION DECLARING THE MONTH OF JULY AS “PARK AND RECREATION MONTH.”

Mayor Hindi presented the proclamation declaring the month of July as “Park and Recreation Month” to LaTisa Brooks, owner of Piccadilly Catering & Event Solution.

**PUBLIC**

The following people addressed the City Council:

1. Nancy, representing Bradley United to Prevent Gun Violence, addressed the City Council regarding the prevention of gun violence;
2. Patrick Merrill, 921 Clipper Lane, addressed the City Council regarding the Levee Protection Planning and Improvements Project;

3. Barbara Regan, 605 Waterbury Lane, addressed the City Council regarding security at City Council meetings;
4. Vy Vo, 1170 Foster City Boulevard #303, addressed the City Council regarding newspaper articles and press releases related to the confiscation of firearms from a Foster City home;
5. Phyllis McArthur, 1415 Marlin Ave, addressed the City Council regarding the addition of crosswalks at the intersections of Marlin Avenue and Beach Park Boulevard and Gull Avenue and Beach Park Boulevard; and
6. Shaun Lenihan, 1527 Beach Park Boulevard, regarding gun safety.

## **CONSENT CALENDAR**

Motion by Councilmember/Director Mahanpour, seconded by Councilmember/Director Awasthi and carried unanimously, 5-0-0, approving the following items on the City/District Consent Calendar:

### City/EMID Consent Calendar

1. City/EMID Regular Meeting of June 3, 2019;
2. City/EMID Regular Meeting of June 17, 2019;
3. City Resolution No. 2019-70, "A Resolution of the City Council of the City of Foster City Authorizing the City Manager to Execute Agreements with Classic Amusement LLC, SF Etsy Street Team, A Moveable Feast, Inc., and Filco Events, with Concession and Related Fees as Specified in Each Respective Agreement, for Services Related to the 2019 Summer Days Special Event;"
4. Cancel the July 15, 2019 Regular Meeting of the City Council/EMID Board of Directors of the City of Foster City/Estero Municipal Improvement District; and
5. Minute Order No. 1612, appointing Mayor Sam Hindi as Voting Delegate for the League of California Cities 2019 Annual Conference.

## **RESOLUTIONS FOR ADOPTION**

AGREEMENT WITH THE LAW FIRM OF AARONSON, DICKERSON, COHN AND LANZONE WITH JEAN B. SAVAREE SERVING AS CITY ATTORNEY/DISTRICT LEGAL COUNSEL FOR FISCAL YEAR 2019-2020. CITY RESOLUTION NO. 2019-71. EMID RESOLUTION NO. 3489.

City Manager Moneda presented the staff report.

Discussion ensued.

Motion by Vice Mayor/Vice President Perez, seconded by Councilmember/Director Awasthi, and carried unanimously, 5-0-0, to adopt City Resolution No. 2019-71, "A Resolution of the City Council of the City of Foster City Approving an Agreement with the Law Firm of Aaronson, Dickerson, Cohn and Lanzone with Jean B. Savaree Serving as City Attorney for Fiscal Year 2019-2020" and EMID Resolution No. 3489, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving an Agreement with the Law Firm of Aaronson, Dickerson, Cohn and Lanzone with Jean B. Savaree Serving as District Legal Counsel for Fiscal Year 2019-2020."

PURCHASE OF THE PILGRIM TRITON PHASE C - WORKFORCE HOUSING PROJECT IN AN AMOUNT NOT TO EXCEED \$7,000,000. CITY RESOLUTION NO. 2019-71.

City Attorney Savaree presented the staff report.

Discussion ensued.

Motion by Vice Mayor Perez, seconded by Councilmember Gehani, and carried unanimously, 5-0-0, to adopt City Resolution No. 2019-71, "A Resolution of the City Council of the City of Foster City Approving the Purchase of the Pilgrim Triton Phase C - Workforce Housing Project in an Amount Not to Exceed \$7,000,000."

## **COMMUNICATIONS**

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.

City/District Warrant of Demands were processed and issued on June 5, 2019 and June 10, 2019 and June 12, 2019.

## **COUNCIL/BOARD STATEMENTS AND REQUESTS, COUNCIL LIAISON REPORTS, AND CITY/DISTRICT MANAGER REPORTS**

City/District Manager Moneda invited the public to attend the 4th of July event at Leo J. Ryan Park, and the Summer Concert Series, which begins July 12. He stated that Gilead will present a donation of \$35,000 for the Fitness Court at the August 5 City Council meeting.

Councilmember/Director Gehani stated that he attended the Business Leadership Council event hosted by the Chamber of Commerce on June 25 and noted there would be future collaboration with the City. He stated that the Airport Land Use committee meeting scheduled for June 27 was cancelled.

Vice Mayor/Vice President Perez stated that the San Mateo County Bicycle and Pedestrian Advisory Committee (BPAC) meeting and South Bayside Waste Management Authority (SBWMA) meeting were both on June 27, and Councilmember Awasthi attended the SBWMA meeting while he attended to BPAC meeting, where they discussed dockless bicycle options. He stated that June 23 was Olympic Day, which is celebrated across the world. He reminded the public that the Summer Days event is coming up, and stated that there are still sponsorship opportunities available. He also stated that in light of the upcoming Gilead donation to the Fitness Court project, City staff will identify other uses for the funds that he originally donated for the project.

Councilmember/Director Mahanpour attended EVgo ribbon cutting event with Mayor Hindi and Councilmember Gehani on June 25 and said it was a great event. She attended the Peninsula Clean Energy Board meeting on June 27, and they discussed solar resilience projects and a partnership with the San Mateo County Office of Education for an environmental impact pilot program. She wished everyone a happy 4th of July holiday.

Councilmember/Director Awasthi attended the RethinkWaste/South Bayside Waste Management Authority (SBWMA) meeting on June 27 and they voted to approve operating budget, discussed an organics-to-energy program, refinancing of bonds, and a potential amendment to the Recology agreement related to bulky item collection. She attended the commute.org meeting on June 20 and they approved the budget. She also attended the Council of Cities meeting with Mayor Hindi on June 28 and they discussed housing and development in San Carlos.

Mayor/President Hindi thanked the Foster City Police Department for their presence at the City Council meeting and noted the importance of taking precautions for safety. He thanked the City Council for the discussion regarding workforce housing. He stated the Pilgrim Triton project was initially approved in 2008 and in the last 4 years, 57 units have been approved for construction, but have not yet been built. He attended the EVgo ribbon cutting event on June 25 and noted that the electric vehicle chargers were installed at no cost to the City. He stated that he was elected as an alternate to the Association of Bay Area Governments (ABAG) Board of Directors, representing Foster City, and will continue to work hard for all residents.

## **ADJOURNMENT**

Hearing no objection from the City Council/EMID Board, Mayor/President Hindi adjourned the meeting. Meeting adjourned at 8:23 p.m.





DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Joe Pierucci, Police Chief  
Tracy Avelar, Police Captain

SUBJECT: PURCHASE OF REPLACEMENT TASER DEVICES

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### RECOMMENDATION

It is recommended that City Council approve the attached resolution authorizing the Foster City Police Department (FCPD) to purchase 35 TASERs, peripherals, and training through agreements with Axon Enterprise, an authorized TASER manufacturer and sole source provider. The total costs shall not exceed \$66,453.63, which is under budget for the \$66,500.00 allotted in the Equipment Replacement Fund (ERF) for these purchases.

### EXECUTIVE SUMMARY

In 2014, the City Council authorized the Police Department to purchase 35 Electronic Control Devices (ECD) for deployment. Since the initial purchase of TASERs (ECD) in 2009, City staff has found that TASERs continue to be an invaluable tool for deescalating combative subjects and have reduced the chances of serious injury to suspects and officers alike. The Police Department's current devices are nearing the end of their projected service life. City staff is recommending the replacement of our existing devices. As is the case with most technologies, improvements to the TASER device have been made over the last five years. Within the City's FY 2019-2020 Equipment Replacement Fund (ERF), funds totaling \$66,500.00 for the purchase of replacement ECDs have been set aside. City staff has obtained a price quote that would permit us to replace our existing 35 ECDs. City staff also factored in the cost of the additional supplies and the training needed to complete the transition to the new devices. City staff projects the total cost of deploying the new devices at \$66,453.63.

City staff recommends that City Council approve the Police Department's purchase of 35 new TASERs, the necessary peripherals, and necessary training to replace the Police Department's current TASER devices.

## BACKGROUND

In 2014, the FCPD purchased, trained, and issued TASER devices to all officers assigned to the patrol and administrative divisions. Between March 2015 and May 2019, FCPD officers used their TASER devices 17 separate times while dealing with suspects who were actively resisting officers' attempts to gain compliance. During four (30%) of the incidents, the probes were deployed and the suspects were temporarily incapacitated, which allowed the officers to safely take the suspects into custody. During the remaining 9 incidents (70%), officers were able to gain compliance from suspects as a result of the TASER being displayed along with verbal warnings that the TASER would be used if the suspects did not cooperate. Although 17 incidents might sound like a low number of deployments, it represents 17 incidents wherein officers were able to avoid significant injury to the suspect and/or themselves. Moreover, the officers were able to choose an alternative to deadly force. The combination of intensive annual training and our officers demonstrating discipline with its application has made the TASER a highly effective use of force option.

## ANALYSIS

The following provides an overview basis for the need to replace our current devices:

- TASER International's guidelines indicate our current devices are in the final year of a five year manufacturer's suggested useful life
- The current devices are suffering an increasing number of malfunctions due to age and usage
- The demonstrated effectiveness of the device in gaining suspect compliance/cooperation
- The demonstrated effectiveness of the device as a less lethal use of force option
- An assumed reduction of injury to both suspects and officers averted through the display and/or application of the device

Per TASER International, the recommended service life of a TASER device is five years. The useful life takes into account deployments and the environment in which they are used. As the devices age, malfunctions exhibited by the TASERs increase,

resulting in a failure of the darts to deploy or a lack of electrical charge. Furthermore, devices that have exceeded their useful life are no longer eligible for service by TASER (see Attachments 3 and 4).

The TASER is a patented electronic control device (ECD) and has become the industry standard. While other ECDs do exist, the TASER is the only device that has proven its effectiveness in the field. There are similar products that are new to the market; however, they are untested and unproven. Overall, TASER devices have a proven record of effectiveness in gaining suspect compliance and in reducing injuries to both suspects and officers.

City staff recommends that we purchase 35 TASER X26P devices, the same model we currently issue. This option provides the following:

- Continued use of the same model will allow officers to retain the muscle memory skills they have built from operating the device over the past 5 years
- Allows the City to maintain a small cache of spare devices for temporary use
- Renews the serviceable life to 5 years from purchase date

#### FISCAL IMPACT

This purchase will be funded through our Equipment Replacement Fund for ECDs. As of July 1, 2019, the balance of that fund is \$66,500.00.

The cost of purchasing 35 new TASER X26P, including duty and training cartridges will be \$66,453.63 (see Attachment 2). The purchase will be made through Axon Enterprise, the manufacturer and sole source vendor to law enforcement agencies for TASER International.

The total cost of this purchase will be:

35 TASER devices	\$37,275.00
4 Year Warranty	\$11,585.00
331 duty/training cartridges	\$10,673.00
35 Standard Battery Packs	\$2,275.00
Estimated Tax	\$4,645.63
Total	\$66,453.63

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Purchase Quote from Axon Enterprise
- Attachment 3 - Letter from TASER International advising of useful life
- Attachment 4 - TASER International 5 year life recommendation flyer

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROPRIATING \$66,453.63 FROM THE EQUIPMENT REPLACEMENT FUND AND APPROVING THE PURCHASE OF 35 REPLACEMENT TASERS, PERIPHERALS, AND TRAINING FOR THE POLICE DEPARTMENT THROUGH A PURCHASE ORDER WITH AXON ENTERPRISE

CITY OF FOSTER CITY

WHEREAS, the City of Foster City wants to replace the current Tasers which have met the effective life expectancy; and

WHEREAS, the Tasers have been an effective tool in reducing injuries and decreasing the exposure to civil liability; and

WHEREAS, Axon Enterprise was identified as the sole source provider for Tasers.

NOW, THEREFORE, BE IT RESOLVED that the City Council agrees with Staff and authorizes the purchase of Tasers, peripherals from Axon Enterprise for a total amount of \$66,453.63 from the FY 2019-2020 Equipment Replacement Fund budget.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
SAM HINDI, MAYOR

ATTEST:

\_\_\_\_\_  
PRISCILLA TAM, CITY CLERK



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-207234-43662.860TC**

Issued: 07/16/2019



**Quote Expiration: 08/16/2019**

**Account Number: 190614**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Bill Sandri  
Foster City Police Dept. - CA  
1030 E. Hillsdale Boulevard  
Foster City, CA 94404  
US

**BILL TO**

Foster City Police Dept. - CA  
1030 E. Hillsdale Boulevard  
Foster City, CA 94404  
US

**SALES REPRESENTATIVE**

Travis Cole  
Phone: 480-463-2200  
Email: tcole@taser.com  
Fax:

**PRIMARY CONTACT**

Bill Sandri  
Phone: (650) 286-3321  
Email: wsandri@fostercity.org

**Group1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
11002	BLACK X26P CEW, HANDLE	35	1,065.00	1,065.00	37,275.00
11004	WARRANTY, 4 YEAR, X26P	35	331.00	331.00	11,585.00
44203	25 FT STANDARD CARTRIDGE, X26/X26P	281	33.00	33.00	9,273.00
44205	21 FT NON-CONDUCTIVE TRAINING CARTRIDGE, X26/X26P	50	28.00	28.00	1,400.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	35	65.00	65.00	2,275.00
				Subtotal	61,808.00
				Estimated Shipping	0.00
				Estimated Tax	4,645.63
				Total	66,453.63
<b>Grand Total</b>					<b>66,453.63</b>

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Travis Cole at [tcole@taser.com](mailto:tcole@taser.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-207234-43662.860TC

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013  
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17800 N. 85th St.  
Scottsdale, AZ  
85255-9603

Phone: (480) 991-0797 • (800) 978-2737  
Fax: (480) 991-0791  
[www.TASER.com](http://www.TASER.com)

8 February 2012

Over the years TASER International has worked to develop and improve our communication network, to effectively notify our customers of products and product related information. Through these channels, we've recently received inquiries, prompting us to revisit a prior TASER communication regarding the useful life of TASER® handheld electronic control devices (ECDs). While this message was publicized, it is being reiterated through our sales and distributor network.

As you are aware, TASER ECDs are sophisticated electronic devices that are regularly subjected to the harsh environment of law enforcement, security and the military. Taking into account various use factors, plus years of field experience, we've confirmed that the general useful life of a TASER handheld ECD is five years.

When an ECD has reached its five-year useful life, the risk that it may not deploy, that the effectiveness deteriorates, or of sudden electrical failure may increase. Even after the ECD surpasses its five-year useful life, the electrical output is not expected to exceed the manufacturer's specifications. Please understand that an ECD which has reached its five-year useful life period may still be able to function as expected but the above issues may occur at any time.

In alignment with our recommendation, the TASER RMA Department will no longer support a TASER handheld ECD in excess of five years old. If you are unsure of the age of your ECD, please visit the TASER website, or email your agency information along with the product serial number to [RMA@TASER.com](mailto:RMA@TASER.com).

As a reminder, ECDs that have been in the field for several years should be regularly inspected for signs of aging and wear, as well as, continuing the daily recommended spark test. Proper maintenance, per manufacturer's recommendations, is essential for the continued operation of TASER handheld ECDs.

Sincerely,

  
Tom Beechey  
Director – Quality Assurance  
TASER International



# 5-YEAR USEFUL LIFE RECOMMENDATION



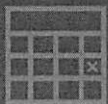
TASER devices are part of the Axon network

## WHY WE HAVE IT

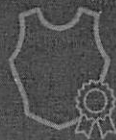
AXON HAS ISSUED A 5-YEAR USEFUL LIFE RECOMMENDATION FOR ALL TASER WEAPONS. HERE'S WHY:

- ① High voltage electronic components wear out over time and may not operate as expected
- ② Weapons that are more than 5 years old are 2x more likely to fail in the field

## WHAT IT MEANS FOR YOU



This recommendation is **NOT** an expiration date, but guidance only



5-year useful life recommendations are common in the industry for other products like body armor



A \$10 million liability insurance policy is extended to all of our customers, but won't cover worn-out components older than 5 years\*

## HOW YOU CAN STAY CURRENT



We offer several payment plans to upgrade to new weapons and follow the 5-year guidelines



Contact your TASER sales representative or the customer service team if you have any questions



REV B

\*However, in the event that a TASER CEW fails due to a worn-out electronic component that is older than 5 years, our insurance would not cover this claim, and AXON would not be liable for any resulting injuries.

▲, ▲ AXON, Axon, X2, TASER, and ① are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2017 Axon Enterprise, Inc.



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Norm Dorais, Public Works Director/City Engineer

SUBJECT: DEDICATION OF PUBLIC IMPROVEMENTS AGREEMENT BETWEEN GILEAD SCIENCES, INC. AND THE CITY OF FOSTER CITY FOR THE TRAFFIC SIGNAL SYSTEM AT THE VINTAGE PARK DRIVE AND LAKESIDE DRIVE INTERSECTION AND THE ENHANCED PEDESTRIAN CROSSWALK FACILITY ON VINTAGE PARK DRIVE

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Dedication of Public Improvements Agreement between Gilead Sciences, Inc. (Gilead) and the City of Foster City, and accepting the traffic signal system at the intersection of Vintage Park Drive and Lakeside Drive, and the enhanced pedestrian crosswalk facility between 309 Vintage Park Drive and 323 Vintage Park Drive.

### EXECUTIVE SUMMARY

At the December 19, 2016 Council meeting, the City Council approved the Traffic Review Committee's (TRC) recommendation and directed Gilead to design and construct a traffic signal system at the intersection of Vintage Park Drive and Lakeside Drive. Furthermore, at the February 5, 2018 Council meeting, the City Council approved Gilead's request to install a Rectangular Rapid Flashing Beacon (RRFB) system and ADA compliant curb ramps at existing crosswalks on Vintage Park Drive between 309 Vintage Park Drive and 323 Vintage Park Drive. Both projects have been completed in conformance with the project plans and specifications. Approval of the attached resolution will provide the City Council's acceptance of the dedications of the facilities.

## BACKGROUND

### **Traffic Signal System at Vintage Park Drive and Lakeside Drive Intersection**

Due to increased pedestrian and vehicular volumes since the expansion of the Gilead campus in recent years, Kimley-Horn, Gilead's Traffic Engineering Consultant, prepared a study which recommended a traffic signal installation at this intersection. The study was presented to the TRC at its December 7, 2016 meeting. The TRC recommended the installation of stop signs as an interim measure while the design and construction of a permanent traffic signal system were being completed. At its meeting on December 18, 2016, the City Council adopted Resolution No. 2016-90 approving the TRC's recommendations. The interim stop signs and associated legends were installed in July 2017. Construction of the traffic signal system was completed in May 2018.

### **Vintage Park Drive - Enhanced Pedestrian Crosswalk Facility**

At its meeting on January 17, 2018, the TRC reviewed Gilead's proposal to install a RRFB system at the crosswalk on Vintage Park Drive between 309 Vintage Park and 323 Vintage Park Drive. On February 5, 2018, the City Council adopted Resolution No. 2018-09 approving the recommendation of the TRC. Construction of the enhanced pedestrian crosswalk began in March 2018 and was completed in May 2018. Gilead provided a one-time lump sum payment in the amount of \$5,000 and furnished one spare set of RRFB to the City as a contribution toward the City's maintenance of the new facility.

## ANALYSIS

### **Dedication of Public Improvements Agreement**

The installation of the traffic signal system and the enhanced pedestrian crosswalk facility have been completed to the satisfaction of the City. Construction of these improvements was performed at Gilead's sole cost and expense. As these improvements are located within the public right-of-way, the ownership and ongoing maintenance will be assumed by the City. The attached Dedication of Public Improvements Agreements (Attachment 2) formalizes the dedication and acceptance of the improvements. The Dedication of Public Improvements Agreement has been reviewed and approved by the City Attorney's Office.

## FISCAL IMPACT

There is no fiscal impact associated with this action. Attorney fees, third party review fees, and staff inspection/review time are reimbursed by Gilead through the City's

Encroachment Permit process. Gilead was also solely responsible for all costs and expenses associated with these two projects.

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Dedication of Public Improvements Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING, ACCEPTING, AND AUTHORIZING THE EXECUTION AND RECORDATION OF THE DEDICATION OF PUBLIC IMPROVEMENTS AGREEMENT BY AND BETWEEN GILEAD SCIENCES, INC. AND THE CITY OF FOSTER CITY FOR THE TRAFFIC SYSTEM FACILITIES ON VINTAGE PARK DRIVE

CITY OF FOSTER CITY

WHEREAS, on December 19, 2016, the City Council of the City of Foster City (City), by Resolution No. 2016-90, approved the installation of a traffic signal system (Traffic Signal System) by Gilead Sciences, Inc. (Gilead) at the intersection of Vintage Park Drive and Lakeside Drive; and

WHEREAS, on February 5, 2018, the City Council of the City of Foster City, by Resolution No. 2018-9, approved the installation of enhanced crosswalks and ADA curb ramps at the existing crosswalks on Vintage Park Drive (Enhanced Pedestrian Crosswalk Facility) between 309 Vintage Park Drive and 323 Vintage Park Drive; and

WHEREAS, Gilead has constructed both improvements at Gilead's sole cost and expense to the satisfaction of the City; and

WHEREAS, the improvements are within the public right-of-way, and the ownership and future maintenance will be assumed by the City; and

WHEREAS, Gilead and the City desire to enter into the Dedication of Public Improvements Agreement, substantially in the form on file with the City Clerk, which sets forth in recordable form the dedication of the Public Improvements from Gilead to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City as follows:

Section 1. Findings. The City Council of the City of Foster City hereby finds that it is necessary and proper and in the public interest to accept the dedication of the Public Improvements and that all conditions precedent to the City accepting the dedication of the Public Improvements have been satisfactorily completed.

Section 2. Dedication of Public Improvements Agreement. The City Council of the City hereby (1) approves the Dedication of Public Improvements Agreement with Gilead substantially in the form on file with the City Clerk, subject to minor technical conforming changes as may be approved by the City Attorney; and (2) authorizes the Mayor to execute said Dedication of Public Improvements Agreement and such other documents as are necessary to carry out conveyance of the Public Improvements to the City, including, without limitation, a certificate of acceptance; (3) authorizes the City Attorney

to execute a certificate of acceptance; and (4) authorizes the City Clerk to record the Dedication of Public Improvements Agreement with the San Mateo County Assessor's Office.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution. The City Council of the City of Foster City hereby declares that it would have adopted the resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

SAM HINDI, MAYOR

ATTEST:

---

PRISCILLA TAM, CITY CLERK

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404  
Attn: City Clerk

THIS SPACE FOR RECORDER'S USE

Record for the benefit of The City of Foster City Pursuant to  
Government Code Section 27383

## DEDICATION OF PUBLIC IMPROVEMENTS AGREEMENT

This Dedication of Public Improvements Agreement ("**Dedication Agreement**") is made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2019 by and between GILEAD SCIENCES, INC, a Delaware corporation ("**Grantor**"), and THE CITY OF FOSTER CITY, a California municipal corporation ("**Grantee**").

### RECITALS

This Dedication Agreement is made with reference to the following facts and objectives:

A. WHEREAS, on December 19, 2016, the City Council of the City of Foster City by Resolution 2016-90, approved the design and construction of the traffic signal system ("**Project A**") located at the intersection of Vintage Park Drive and Lakeside Drive by Grantor; and

B. WHEREAS, on February 5, 2018, the City Council of the City of Foster City by Resolution 2018-9, approved the construction of an enhanced pedestrian facility ("**Project B**") at the existing uncontrolled crosswalks located between 309 Vintage Park Drive and 323 Vintage Park Drive by Grantor; and

C. WHEREAS, Grantor, at its sole cost and expense, has constructed Project A and Project B as more particularly described in the as-built plans on file with the City for Project A and Project B which are attached hereto as Exhibit A (collectively, the "**Public**



Improvements”) and has completed satisfactorily all conditions precedent to Grantee’s acceptance of the Public Improvements; and

C. WHEREAS, Grantor desires to dedicate to Grantee, and Grantee desires to accept from Grantor, the Public Improvements.

### **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Public Improvements. Grantor hereby grants to Grantee and delivers clear and unencumbered title to, and relinquishes all right, title and interest in and to, the Public Improvements .

2. Acceptance of Public Improvements. Grantee hereby accepts the Public Improvements from Grantor effective as of the date a Certificate of Acceptance of the Public Improvements is executed by Grantee’s Legal Counsel.

3. Counterparts. This Dedication Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

4. Recitals; Exhibits. The Recitals above and Exhibit A attached hereto are incorporated herein by reference.

////// Remainder of this Page Intentionally Blank  
Signatures to Appear on Following Page ///



IN WITNESS WHEREOF, the parties have executed this Dedication Agreement on the respective dates set forth below.

GRANTOR:

GILEAD SCIENCES, INC., a Delaware corporation

By:   
Name: Wendy Gifford  
Its: VP, Corporate Eng. & Facilities  
(Signature must be notarized)

GRANTEE:

CITY OF FOSTER CITY, a municipal corporation

By:  
Name: Sam Hindi  
Its: Mayor  
(Signature must be notarized)

ATTEST:

By: \_\_\_\_\_  
Priscilla Tam, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean Savaree, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

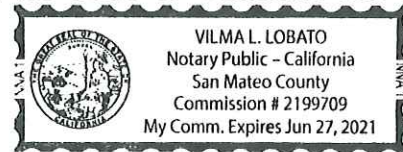
County of SAN MATEO

On JUNE 18, 2019 before me, VILMA L. LOBATO, Notary Public (here insert name and title of officer), personally appeared WENYING GIFFORD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**

**Public Improvements**

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in Public Improvements conveyed by the Dedication of Public Improvements Agreement dated \_\_\_\_\_, 2019, from Gilead Sciences, Inc. to the City of Foster City ("City") is hereby accepted by the undersigned City Legal Counsel on behalf of the City pursuant to the authority conferred by City Council Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2019, and City consents to the recordation thereof by its duly authorized representative.

Dated \_\_\_\_\_, 2019

\_\_\_\_\_  
JEAN B. SAVAREE  
Attorney for the City of Foster City



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: AUTHORIZING RECEIPT OF A \$35,000 DONATION FROM GILEAD SCIENCES TO BE DEPOSITED INTO THE CITY CIP FUND 301 FOR THE FITNESS COURT AT SHOREBIRD PARK PROJECT (CIP 301-683)

---

### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing receipt of a \$35,000 sponsorship donation from Gilead Sciences to be deposited into the City CIP Fund 301 for the Fitness Court at Shorebird Park (CIP 301-683).

### EXECUTIVE SUMMARY

At City Council direction, City staff created a sponsorship program for the Fitness Court at Shorebird Park (CIP 301-683). Gilead Sciences has authorized a contribution of \$35,000 toward this project. If accepted, staff will proceed with distributing the draft Press Release that is included as Attachment 2 to the Staff Report.

### BACKGROUND

Shorebird Park was completed in June 2015. In response to water conservation efforts, it was completed with limited landscaping material, on the understanding that additional enhancements would be made based on how the community used the park.

In September 2018, the City Council authorized the Call for Bids for installation of a Fitness Court at Shorebird Park. In November 2018, the City Council authorized a contract for the Fitness Court construction. The Fitness Court officially opened to the

public on April 27, 2019.

At City Council direction, City staff created a sponsorship program for the Fitness Court project. The opportunity to contribute to sponsorships was promoted on the City's website and on its social media sites. The sponsorship period closed July 1, 2019.

### ANALYSIS

Gilead Sciences is a long-standing community partner with an interest in community wellness. As such, their leadership team authorized a contribution of \$35,000 toward the cost of the Fitness Court project. Although this level of sponsorship would normally come with the benefit of logo placement on the court along with a press release about the contribution, Gilead Sciences has declined logo placement. Attachment 2 is a draft Press Release that will be distributed following the City Council's acceptance of the contribution.

### FISCAL IMPACT

This action will accept a contribution of \$35,000 that will be deposited into the City CIP Fund 301 for the Fitness Court at Shorebird Park (CIP 301-683).

### Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Draft Press Release Announcing Gilead Contribution



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY  
AUTHORIZING RECEIPT OF A \$35,000 DONATION FROM GILEAD SCIENCES TO BE  
DEPOSITED INTO THE CITY CIP FUND 301 FOR FITNESS COURT AT SHOREBIRD  
PARK (CIP 301-683)

CITY OF FOSTER CITY

WHEREAS, the City created a sponsorship program for Fitness Court at Shorebird  
Park project (CIP 301-683); and

WHEREAS, Gilead Sciences is a long-standing community partner with an interest  
in community wellness; and

WHEREAS, Gilead Sciences' leadership team authorized a contribution of  
\$35,000 toward the cost of the Fitness Court project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Foster  
City does hereby authorize receipt of a \$35,000 donation from Gilead Sciences to be  
deposited into the City CIP Fund 301 for Fitness Court at Shorebird Park (CIP CIP 301-  
683).

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster  
City at the regular meeting held on the 5<sup>th</sup> day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
SAM HINDI, MAYOR

ATTEST:

\_\_\_\_\_  
PRISCILLA TAM, CITY CLERK



# NEWS RELEASE

**The City of Foster City**  
Dante Hall, Assistant City Manager  
[dhall@fostercity.org](mailto:dhall@fostercity.org); (650) 286-3214

**FOR IMMEDIATE RELEASE**

Press Release #080619-01

## **Gilead Sciences Donates \$35,000 Toward Innovative Community Fitness**

**Contact:** Jennifer Liu, Parks and Recreation Director, (650) 286-3390, [jliu@fostercity.org](mailto:jliu@fostercity.org)

Foster City, CA; August 6, 2019 – The City of Foster City and Gilead Sciences are pleased to announce the contribution of \$35,000 toward the construction of a new Fitness Court in Foster City.

At its meeting on Monday, August 5, 2019, the City Council of Foster City officially received this generous donation from one of the City's most prominent companies.

Gilead Sciences is a leading edge biopharmaceutical research company, with headquarters in Foster City, that dedicates time, resources, and passion to spearhead initiatives to provide education, prevention, care, and social and financial support for those who need it most. Contributing to the health of the community by supporting the construction of a free self-directed community fitness court resource option was a natural fit for this community partner.

“Gilead is proud to support innovative projects, like the new Fitness Court at Shorebird Park, that contribute to healthy and vibrant communities. Community-focused, healthy living amenities are closely aligned with Gilead's commitment to health equity for all,” said Joydeep Ganguly, Senior Vice President of Corporate Operations.

Jennifer Liu, Foster City Parks and Recreation Director added, “The Parks and Recreation Department is committed to providing a wide variety park experiences and programs to meet the

--more--

needs of the entire community. We are grateful to Gilead for their contribution to this self-directed exercise amenity which adds important diversity to the park system.”

The Fitness Court is open to the public! Located at Shorebird Park, near the intersection of Beach Park Boulevard and Halibut Street, the Fitness Court offers a free outdoor bodyweight fitness program re-imagined to transform modern public spaces. The NFC ecosystem combines a simple, seven minute, high quality workout and connected digital platforms to build fit communities.

The City of Foster City gratefully acknowledges the contribution of Gilead Sciences to this exciting fitness innovation enhancement for the community.

For more information about this donation or about the Fitness Court project, contact Jennifer Liu, Parks and Recreation Director at (650) 286-3380 or [jliu@fostercity.org](mailto:jliu@fostercity.org).

###



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Norm Dorais, Public Works Director/City Engineer

SUBJECT: AMENDING SECTION 24 OF FOSTER CITY RESOLUTION NO. 59-73  
TO INCLUDE A NO PARKING AREA AND APPROVING PROPOSED  
SIGNAGE AND STRIPING IMPROVEMENTS ON CRANE AVENUE

---

#### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution amending Section 24 of Resolution No. 59-73 to include a No Parking zone along a 35-foot section on the south side of Crane Avenue, west of Sandpiper Court; and approving the proposed signage and striping improvements along this section of Crane Avenue.

#### EXECUTIVE SUMMARY

Vehicles parked along Crane Avenue near Sandpiper Court/Curlew Court can cause sight distance limitations for pedestrians and motorists entering the intersection from Sandpiper Court/Curlew Court. The existing conditions of the intersection are shown on Attachment 2. By prohibiting curbside parking at this intersection, sight visibility will be increased for both pedestrians and motorists. A detailed analysis, including a stop sign study, was performed at this intersection as recommended by the Traffic Review Committee (TRC). Results of the study indicate that while a multi-way stop is not recommended, additional signage, striping and red curb are recommended and shown on Attachment 3 and Exhibit B of Attachment 4.

A report recommending this proposal was reviewed and unanimously accepted by the TRC at its June 26, 2019 meeting. The cost of installation, striping, and signage is estimated at \$1,000 and can be funded by the existing Public Works Street Maintenance Division, Operating Budget.

## BACKGROUND

In June of 2018, staff received a request via email from a Foster City resident to prohibit curbside parking at the intersection of Crane Avenue and Sandpiper Court/Curlew Court. Particularly, her concern is that her husband utilizes a mobility scooter and has difficulty crossing Crane Avenue due to sight visibility constraints.

This item was brought to the TRC in September 2018. As discussed at the TRC meeting, a multi-way stop study was proposed to be performed, and the results were to be brought back to the TRC for recommendation to the City Council.

## ANALYSIS

Crane Avenue is a two-lane (one lane in each direction) undivided roadway. The posted speed limit along Crane Avenue is 25 miles per hour (mph). Stop signs are posted on Sandpiper Court/Curlew Court at the intersection with Crane Avenue. Parking is currently allowed along both sides of the street on Crane Avenue. There is approximately 17 feet of red curb at the northeast corner of the intersection adjacent to an existing fire hydrant.

A review of traffic collisions indicates there were two (2) reported collisions at this intersection over the past three (3) years – one of which was a head-on collision at the intersection; the other one was a sideswipe collision on Sandpiper Court.

A multi-way stop study was performed by the City's traffic consultant, Traffic Patterns (Attachment 4) which recommended additional signage, striping, and red curb.

The recommended parking prohibitions will result in the loss of approximately one (1) parking space at southwest corner on Crane Avenue at the intersection of Sandpiper Court/Curlew Court. However, adequate curbside parking is available along Crane Avenue as well as Sandpiper Court/Curlew Court.

A report was prepared and presented to the TRC at its June 26, 2019 meeting with the proposed improvements. Upon discussion, the TRC unanimously voted to accept the recommendation for City Council approval.

City Resolution No. 59-73 regulates vehicular traffic upon certain streets, portion of streets, and other areas within the City of Foster City. Section 24 of Resolution No. 59-73 identifies no parking areas throughout the City. Subsequent resolutions amending Section 24 of Resolution No. 59-73 have been adopted to ensure continuity and easy retrieval of the City's "No Parking" regulations. The attached resolution amends Section 24 of Resolution No. 59-73 by adding a "No Parking" section on the south side of Crane

Avenue, west of Sandpiper Court.

#### FISCAL IMPACT

The estimated cost for the red curb installation, striping and signage is \$1,000. Funding is available in the Public Works Maintenance Division, Operating Budget.

#### NOTIFICATION

Notification letters have been sent to the adjacent properties regarding the proposed improvements being presented at this City Council meeting.

#### Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Existing Conditions of Crane Avenue at Sandpiper Court/Curlew Court
- Attachment 3 – Left Side Sight Triangle of Crane Avenue at Sandpiper Court/Curlew Court
- Attachment 4 – Stop Sign Warrant Study and Recommendations

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AMENDING SECTION 24 OF RESOLUTION NO. 59-73 TO INCLUDE A NO PARKING ZONE AND APPROVING PROPOSED SIGNAGE AND STRIPING IMPROVEMENTS ON CRANE AVENUE

CITY OF FOSTER CITY

WHEREAS, Foster City Resolution No. 59-73, Section 24 established no parking zones throughout the City; and

WHEREAS, a no parking zone along a 35-foot section on the south side of Crane Avenue, west of Sandpiper Court, will increase the sight visibility for both pedestrians and motorists; and

WHEREAS, additional signage and striping will raise drivers' awareness along this section of Crane Avenue; and

WHEREAS, the Traffic Review Committee at its June 26, 2019 meeting unanimously voted to recommend the proposed improvements for City Council approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City that Section 24 of Resolution No. 59-73 regarding no parking zones be amended to include the following:

Street Code	Street Name	Side of Street	Description
24C-4	Crane Avenue	Westerly	One 30-foot section on the south side of Crane Avenue, west of Sandpiper Court, as shown on Attachment 3 of the Staff Report

BE IT FURTHER RESOLVED by the City Council of the City of Foster City that the proposed signage and striping improvements be approved as shown on Exhibit B of Attachment 4 of the Staff Report.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

SAM HINDI, MAYOR

ATTEST:

---

PRISCILLA TAM, CITY CLERK



**Attachment 2 – South Side of Crane Avenue at Sandpiper Court  
(Existing Condition)**



**Sandpiper Court, Looking West toward Crane Avenue**



**Sandpiper Court, Looking East toward Crane Avenue**

**Attachment 2 – North Side of Crane Avenue at Curlew Court  
(Existing Condition)**



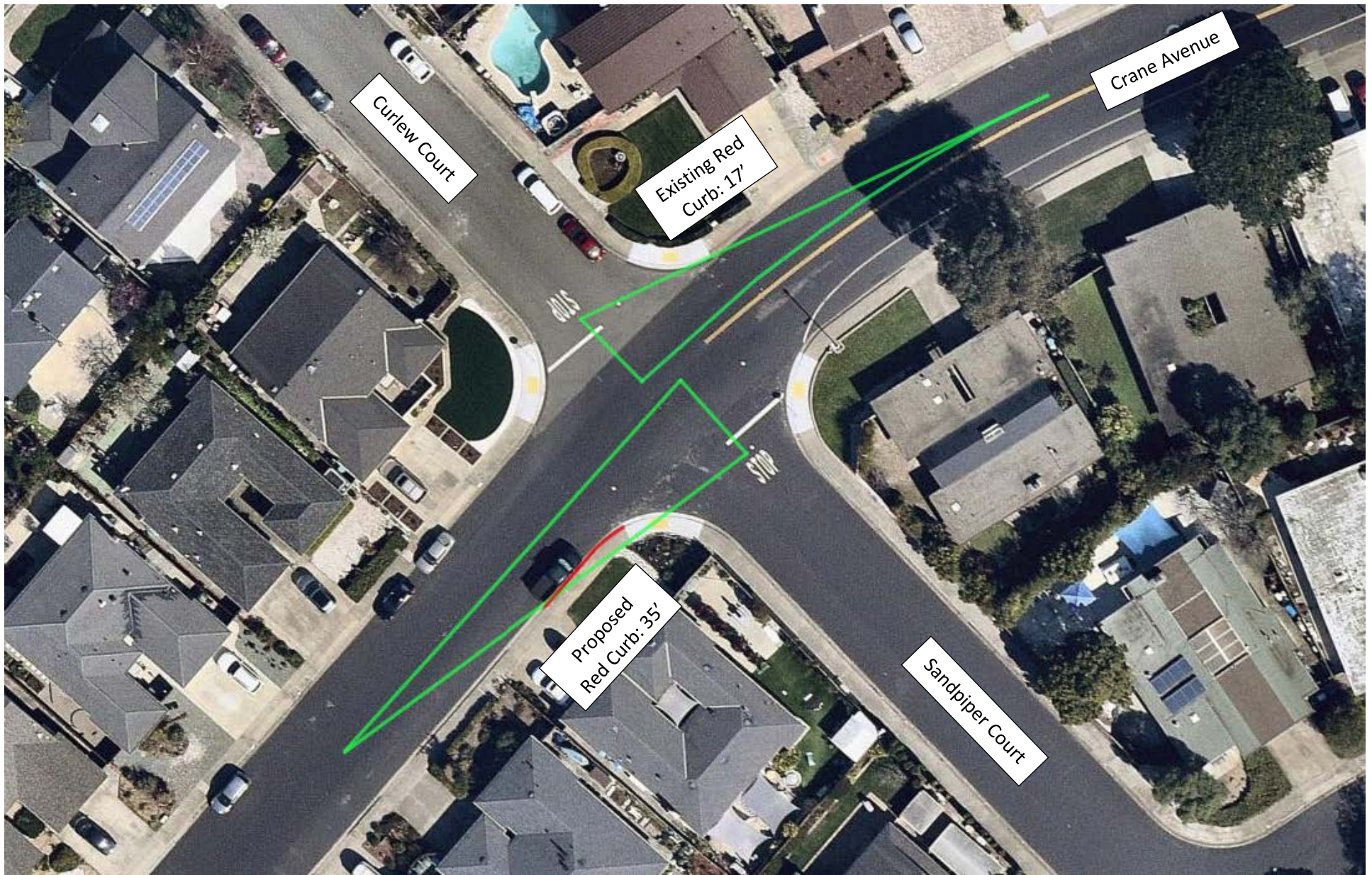
**Curlew Court, Looking West toward Crane Avenue**



**Curlew Court, Looking East toward Crane Avenue**



Attachment 3 – Left Side Sight Distance Triangle of Crane Ave @ Curlew Ct/Sandpiper Ct



**Legend:**

Red Line – Proposed Red Curb

Green Line – Sight Visibility Triangle

# TRAFFIC PATTERNS



June 13, 2019

Lawrence Tam  
City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404

Subject: Multi-Way STOP Study at Crane Avenue & Curlew Court-Sandpiper Court

---

## ***Executive Summary***

Traffic Patterns studied the intersection of Crane Avenue & Curlew Court for consideration of Multi-Way STOP controls at the request of the City and in response to resident requests for additional intersection controls.

Traffic Patterns does not recommend installation of a Multi-Way STOP at the intersection but does offer options for additional intersection notifications for motorists to help provide better awareness regarding intersection operations, including minor signage & striping and curb painting, these improvements are discussed within this report.

## ***Background***

The City of Foster City received a resident request for traffic operations improvements at Crane Avenue & Curlew Court-Sandpiper Court. The intersection currently operates with side-street STOP controls on the Crane Avenue and Sandpiper Court approaches.

Crane Avenue is approximately one-mile long and bisects Gull Avenue at each end of its length. Both entry points onto Crane Avenue are signed with 25 MPH speed limit signs. The existing speed limit signs are unobstructed.

East of the Crane Avenue & Curlew Court-Sandpiper Court intersection, Crane Avenue has a horizontal curve as the street continues towards Teal Street. Parking is permitted on both sides of Crane Avenue and the Curlew Court and Sandpiper Court approaches at the intersection.



## ***Analysis***

### ***Multi-Way STOP Methodology***

Multi-Way STOP Studies include evaluate roadway operations and characteristics against a set of predefined establishment criteria defined by the State of California – Department of Transportation (Caltrans) within their Manual of Uniform Traffic Control Devices (MUTCD) – California Supplement publishing. The MUTCD is prepared by the Federal Highway Administration (FHWA) and Caltrans adds additional traffic control elements including the subject Multi-Way STOP Methodologies.

The Multi-Way STOP Establishment Criteria aims to ensure that intersections are analyzed in a consistent method to help ensure that controls such as Multi-Way STOPs are implemented only where appropriate in efforts to avoid increased traffic congestion or other ancillary impacts when implemented otherwise. Elements analyzed as part of a Multi-Way STOP Study include:

### ***Operations Considerations***

Vehicle Volumes:	To determine if volumes on either the major street or minor street approaches impact the ability for traffic to safely move through an intersection
Bike/Ped Volumes:	To determine if the potential for conflicts with more vulnerable travel modes exists and should be proactively mitigated
Crash History:	To determine if a trend of crashes exists and should be proactively corrected

### ***Roadway Geometry Considerations***

Sight Distance:	Considers the impact of motorist visibility to view roadway hazards ahead on the roadway
Roadway Characteristics:	Considers the operational benefits of installing controls to improve the overall operation of a corridor and not just an isolated intersection, specifically Collector type streets

### ***Land Use***

Residential Environments:	Considers benefits to residential environmental for installation of controls, specifically when high pedestrian generator type facilities exist or are planned
---------------------------	--

### *Traffic Data Collection Methodology*

Traffic Patterns subcontracted Traffic Data Services (TDS) to help collect traffic data for the Multi-Way STOP studies at Crane Avenue & Curlew Court-Sandpiper Court. Two types of data collection were conducted:

- 12-Hour Turning Movement Counts

Using Image Sensors, raw video from each intersection is buffered and later sent off-site for processing. The processed data provides detailed Turning Movement Count information regarding the number of vehicle left, straight, and right turn movements for each approach of the intersections for the period between 7:00 am to 7:00 pm. Pedestrian and bicycle count data during the same period is also collected.

12-Hour turning movement counts were conducted at both intersections on Wednesday, January 23, 2019.

- Vehicle Volume & Speed – Tube Counts

Roadway tube counts were deployed on Crane Avenue, midblock between Curlew Court-Sandpiper Court and Teal Street to help validate volume data over a 24-hour period to help better understand vehicle speeds along Crane Avenue in advance of the horizontal curve in the roadway.

The 24-hour Average Daily Traffic (ADT) count was conducted on the same day as the 12-hour turning movement counts, Wednesday, January 23, 2019.

The raw data for the various traffic data collection sites is included in the Exhibits section of this report for reader reference. Pertinent data is summarized or referenced directly in sequent sections of this report.

## Multi-Way STOP Study – Crane Avenue & Curlew Court-Sandpiper Court

### Establishment Criteria Findings

The completed Multi-Way STOP Study for Crane Avenue & Curlew Court-Sandpiper Court is provided in the Exhibits section of this report. A brief summary of the distinct study areas as defined by the MUTCD – California Supplement are summarized below.

*Table 1*  
*Multi-Way STOP Study Findings – Beach Park Blvd & Polaris Ave (South)-Virgo Lane*

Item	Description	Study Area Satisfied?	
		YES	NO
A	Interim Measure prior to Traffic Signal Installation		✓
B	12-Month Crash History		✓
C	Minimum Volumes		✓
D	80% Minimum Values		✓
E	Other Engineering Study Factor Considerations:		
	- Left Turn Crash Conflicts		✓
	- Potential Pedestrian Generators		✓
	- Sight Distance Considerations <sup>1</sup>		✓
	- Residential Land Use Considerations		✓
	- Collector Street Operational Characteristics		✓

1 – Red Curb Restrictions recommended for Left Side Sight Distance exiting Sandpiper Court

### **MULTI-WAY STOP INSTALLATION RECOMMENDED: NO**

Based on vehicle volume counts at the intersection, a Multi-Way STOP at Crane Avenue & Curlew Court-Sandpiper Court does not satisfy the establishment criteria for Multi-Way STOP controls at the intersection.

### Collision Data Analysis

A collision analysis is also included within the Multi-Way STOP analysis. Typically, crashes within the last 12-months of a study date (1-23-2019) are analyzed. If five or more crashes have occurred within the 12-month period, that are correctable by Multi-Way STOP controls, the establishment criteria for the Multi-Way STOP is considered satisfied.

The City of Foster City provided Traffic Patterns with historical collision data for the Crane Avenue & Curlew Court-Sandpiper Court intersection. Within the immediate 12-month analysis period, no reported collisions at the intersection were documented. A collision in December 2017 was reported but it involved a motorist colliding with a parked vehicle on Sandpiper Court, this is considered a crash

type not correctable by a Multi-Way STOP installation. A second collision on November 2016 was reported that involved a left turning vehicle colliding with a vehicle on eastbound Crane Avenue. This type of crash is correctable by a Multi-Way STOP but the collision report noted an error by the motorist existing Curlew Court as the responsible for the collision.

#### *Vehicle Speed & Volume Data Analysis*

*Table 2*  
*Vehicle Volume & Speed Assessment – Crane Avenue*

Crane Avenue Approach	24-Hour Volume	85% Speed (MPH)
Eastbound Crane Avenue	695	33.0
Westbound Crane Avenue	749	33.6
Total:	1,444	

Vehicle speed and volumes along Crane Avenue were analyzed using roadway tube counters. Table 2 shows the results of the data analysis. The 24-hour Average Daily Traffic (ADT) along Crane Avenue is approximately 1,444 vehicles per day, in line with expected traffic volumes for residential streets. The vehicle speeds surveyed do note that additional speed enforcement by the City may be required but the lower ADT volumes, and typical engineering practice to not use Multi-Way STOP controls as traffic calming techniques, do not justify the need for Multi-Way STOP controls based solely on vehicle speed and volumes along Crane Avenue.

#### *Findings*

The completed Multi-Way STOP analysis in the Exhibits section provides additional information regarding the intersection analysis at Crane Avenue & Curlew-Court-Sandpiper Court. The findings of the Multi-Way STOP study do not support installation of a Multi-Way STOP control at the intersection.



### **Sight Distance Analysis – Crane Avenue & Curlew Court-Sandpiper Court**

A sight distance analysis of the Crane Avenue & Curlew Court-Sandpiper Court intersection was conducted as part of the Multi-Way STOP control analysis. A sight distance analysis includes verifying that motorists turning off of a minor street and motorists traveling on a major street, have adequate unobstructed views of one another as they approach and move through an intersection.

The unobstructed visual distance varies depending on the speed limit of a street. Traffic Patterns considered two design manuals as part of this sight distance analysis, the Manual on Uniform Traffic Control Devices (MUTCD) and the California Highway Design Manual. The MUTCD Table 6C-2 recommends a Stopping Sight Distance of 155-feet for a 25-MPH posted speed limit street. The California Highway Design Manual Table 201.1 recommends a Stopping Sight Distance of 150-FT for a 25 MPH design speed. Traffic Patterns used the MUTCD recommendation as part of this analysis.

The sight distance analysis includes application of a Sight Distance Triangle from the STOP position of a vehicle on a minor street to a vehicle on the major street for a distance defined by Stopping Sight Distance (155-FT for a 25 MPH posted speed limit street). The Sight Distance Triangle can be applied to the both left view and right view of motorists on the minor street. The critical Sight Distance Triangle approach is the left side of the minor street motorists because if they enter the intersection there may not be enough time for either motorists to stop before colliding within the intersection.

Figure 1 shows the Sight Distance Triangle application at the Crane Avenue & Curlew Court-Sandpiper Court intersection. The Sight Distance Triangle application finds that when a vehicle is parked on the southwest corner of the intersection that the sight distance triangle can obstruct the view for motorists exiting Sandpiper Court. Traffic Patterns recommends approximately 20-FT of red curb to maintain an adequate stopping sight distance, alternatively, the red curb may be extended to the curb ramp if needed to further ensure adequate sight distance. The northeast corner of the intersection already has red curb restrictions that maintain adequate stopping sight distance for motorists exiting Crane Avenue. The recommended red curb application on the southwest corner provided consistency in the application of stopping sight distance standard for the intersection.

Sight Distance Triangles can also be applied for right view of motorists on the minor street but application is subjective depending on quality of life impacts within residential environments. The reason for the right view being subjective is because as motorists move into the intersection from the minor street their sight distance improves as the vehicle moves through the intersection before a potential collision point in the intersection, this allows both motorists additional response time. Figures 2 and 3 show the application of the Sight Distance Triangle for the right view of motorists as they exit Curlew Court and Sandpiper Court through the Crane Avenue intersection. In both applications, from a STOP position additional red curb on the northwest and southeast corners would be necessary resulting in additional parking loss for residents. When the Sight Distance Triangle is applied again as vehicles move through the intersection (Figure 3) the stopping sight distance improves and is satisfied.

Traffic Patterns recommends red curb application for at least the left side Sight Distance Triangle. Depending on City practice or policy preferences for right side Sight Distance Triangle standards, additional red curb can be considered.

Figure 1  
Left Side Sight Distance Triangle Application at Crane Avenue & Curlew Court-Sandpiper Court

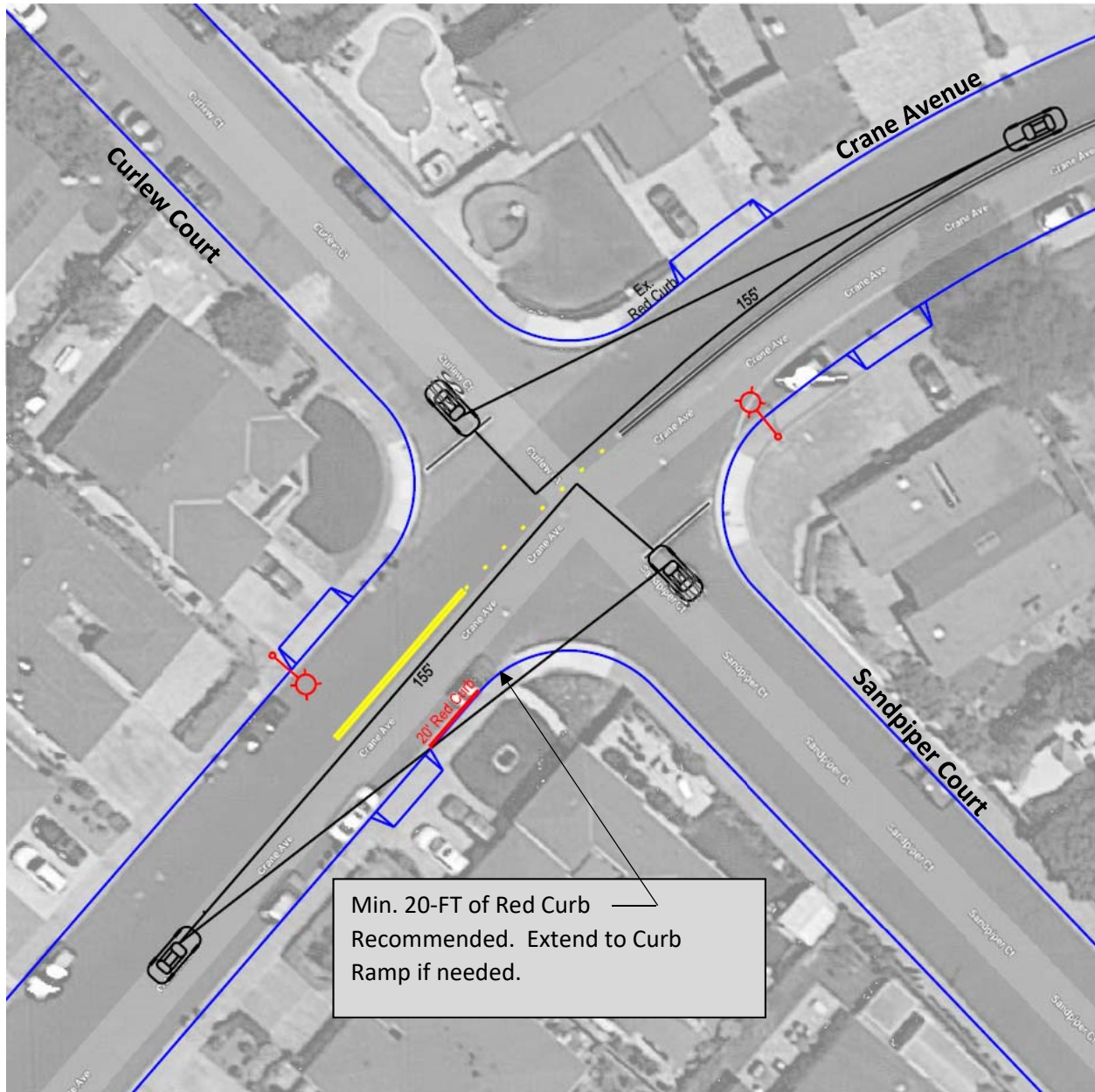


Figure 2  
Right Side Sight Distance Triangle Application at Crane Avenue & Curlew Court-Sandpiper Court  
From Minor Street STOP Position

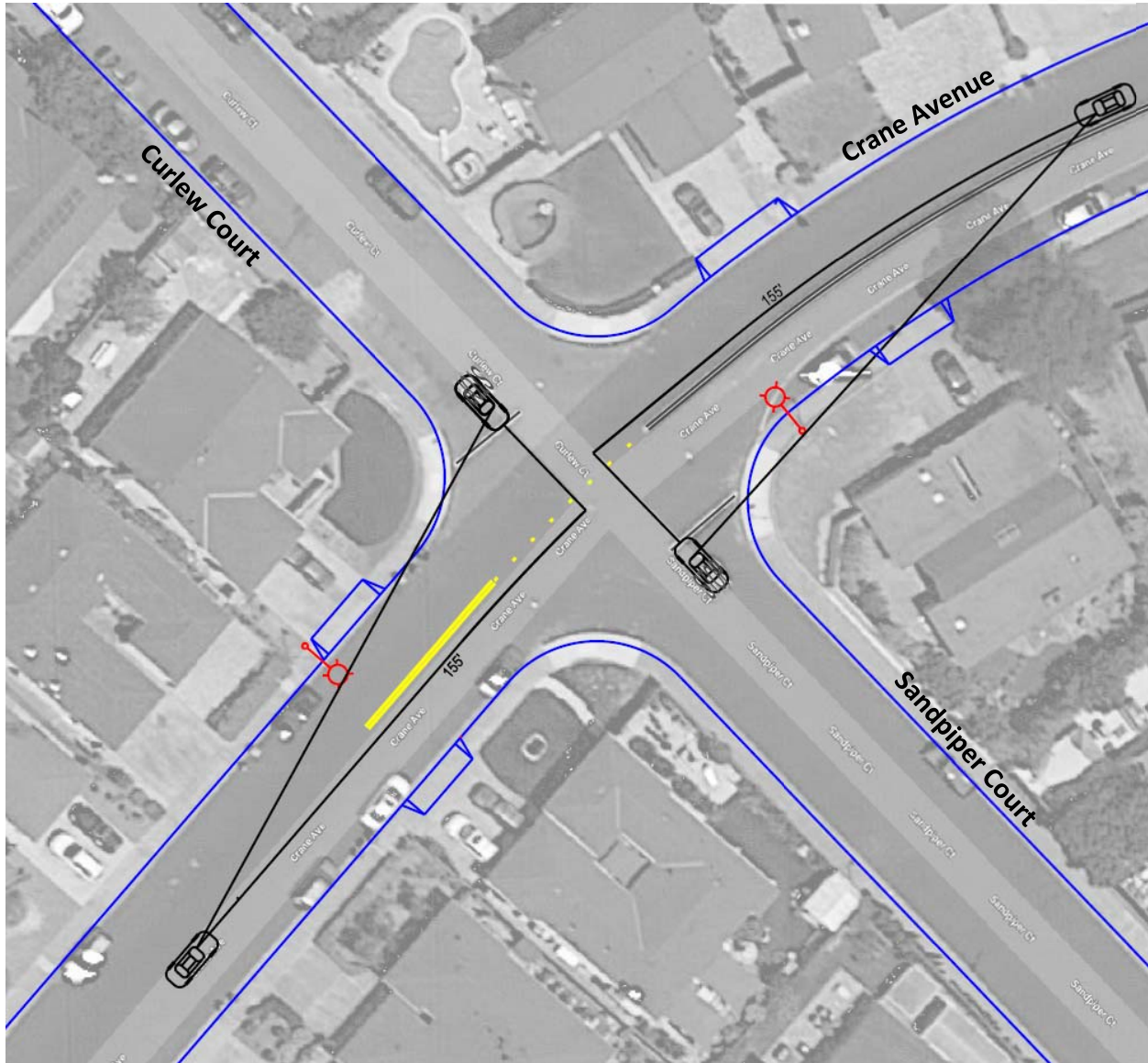
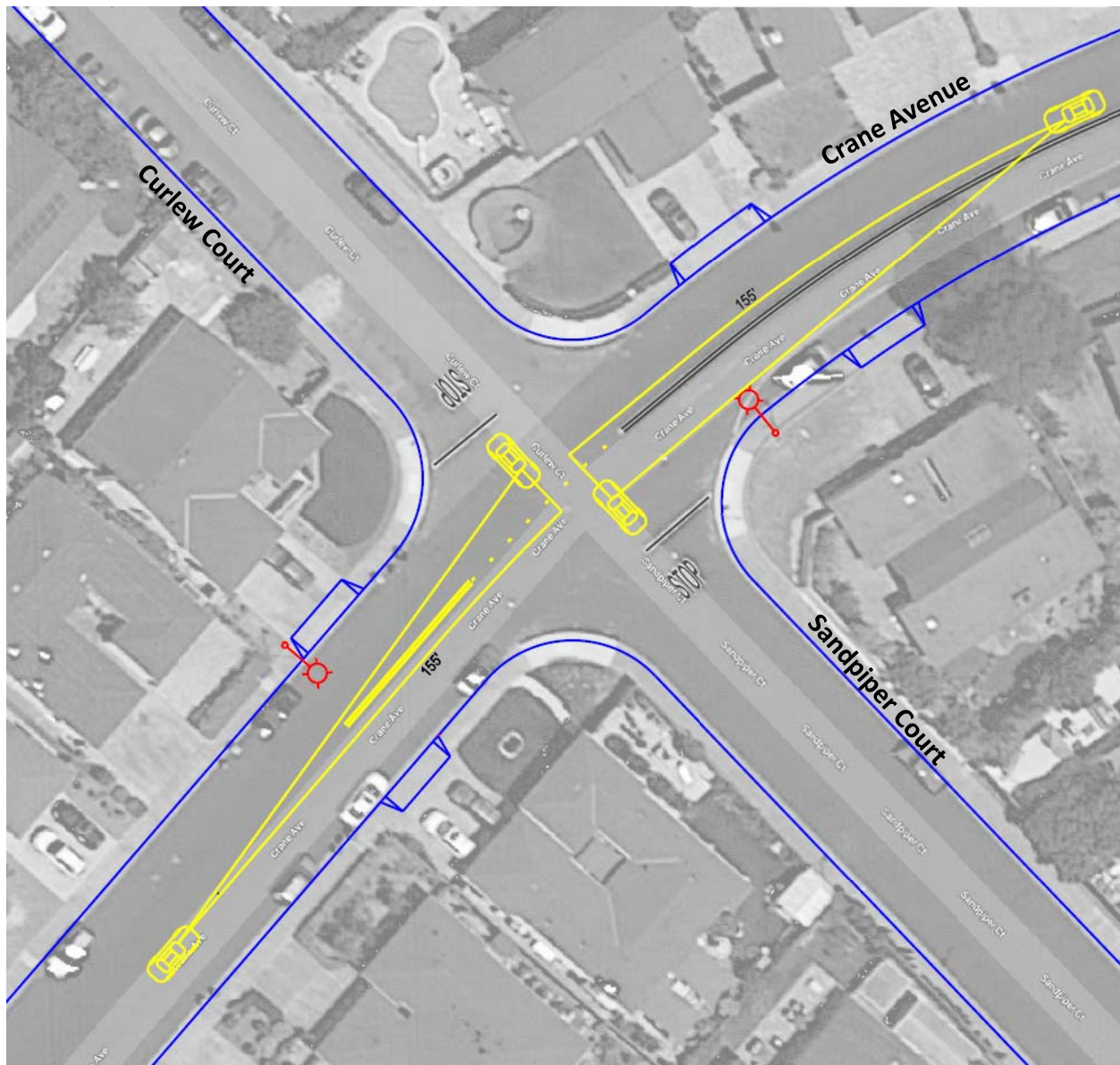




Figure 3  
Right Side Sight Distance Triangle Application at Crane Avenue & Curlew Court-Sandpiper Court  
Minor Street Traffic Traveling through the Intersection



To: Lawrence Tam  
Subject: Multi-Way STOP Studies at Crane Avenue & Curlew Court-Sandpiper Court  
Date: June 13, 2019  
Page: 10 of 10 (Not Including Exhibits)

### ***Findings and Recommendations***

Traffic Patterns recommends the following roadway signage & striping improvements at and near the Crane Avenue & Curlew Court-Sandpiper Court intersection in lieu of a Multi-Way STOP control as the establishment criteria for the Multi-Way STOP is not satisfied:

- **Red Curb on the Southwest Corner for Left Side Stopping Sight Distance**  
20-FT of red curb is recommended on the southwest corner of the intersection to maintain left side stopping sight distance for vehicles exiting Sandpiper Court.
- **“Intersection Ahead” Symbol Signage on Crane Avenue**  
To ensure motorists traveling on Crane Avenue are aware of the potential cross traffic ahead of them at the Curlew Court-Sandpiper Court intersection, the use of “Intersection Ahead” symbol signage with supplemental placards advising how far ahead the intersection is are recommended. Installing the signs approximately 200-FT in advance of the center of the intersection is recommended.
- **“Cross Traffic Does Not Stop” Signage on Curlew Court-Sandpiper Court**  
The existing Curlew Court-Sandpiper Court approaches are STOP controlled. Traffic Patterns recommends supplementing the existing STOP signs with “Cross Traffic Does Not Stop” warning signage immediately below the STOP signs in their current locations. This message will advise motorists to proceed into and through the intersection with caution.
- **Centerline at Intersection**  
Traffic Patterns recommends installing a centerline on the west leg approach of the Crane Avenue & Curlew Court-Sandpiper Court approach, a minimum of 50-FT in length along with a Detail 40 “skip” centerline through the intersection. The additional centerline roadway markings will help guide motorists traveling on Crane Avenue through the Curlew Court-Sandpiper Court intersection and further advise motorists regarding the presence of the intersection, supporting the Intersection Ahead signage.
- **25 MPH Supplemental Speed Limit Sign at Crane Avenue & Teal Street (Westbound)**  
Crane Avenue is approximately one mile in length and currently signed with 25 MPH regulatory signs. Teal Avenue provides a link to Beach Park Boulevard. A supplemental 25 MPH sign in the westbound direction is recommended to encourage compliance with the posted speed limit. A sign eastbound on Crane Avenue after Teal Street is not recommended as Crane Avenue is signed with advisory 20 MPH signs for the horizontal curve in the roadway further east.



## **EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | Multi-Way STOP Establishment Criteria Study<br>Crane Avenue & Curlew Court-Sandpiper Court |
| Exhibit B | Proposed Signage & Striping Improvements<br>Crane Avenue & Curlew Court-Sandpiper Court    |
| Exhibit C | Raw Traffic Data<br>Crane Avenue & Curlew Court-Sandpiper Court                            |

# TRAFFIC PATTERNS



## EXHIBIT A Multi-Way STOP Analysis

City: **Foster City, CA**  
Intersection: **Crane Ave & Sandpiper Ct-Curlew Ct**  
Study Date: **1/23/2019**

Multi-Way STOP Installation Criteria based on California MUTCD 2014 Edition - Rev 1

Page 1 of 2

### A. Interim Measure prior to Traffic Signal Installation

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Has a traffic signal warrant study been conducted for this intersection that recommends installation of a traffic control signal?            Yes   ✓   No

Temporary Multi-Way STOP Installation criteria satisfied?            Yes   ✓   No

### B. 12-Month Crash History

Five or more reported crashes in a 12-month period that are susceptible to correction by a Multi-Way STOP installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Total Number of crashes in 12-month period susceptible to correction by a Multi-Way STOP:           0           Crash(es)

Multi-Way STOP Installation criteria satisfied?            Yes   ✓   No

### C. Minimum Volumes

- C1 The vehicle volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of the day; and
- C2 The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the higher hours; but
- C3 If the 85-th percentual approach speed of the major-street traffic exceeds 40 MPH, the minimum vehicular volume warrants are 70 percent of the values provided in Items C1 and C2.

Hour	Eastbound Crane Avenue				Westbound Crane Avenue				Northbound Sandpiper Ct				Southbound Curlew Ct			
	Autos	Peds	Bikes	Total	Autos	Peds	Bikes	Total	Autos	Peds	Bikes	Total	Autos	Peds	Bikes	Total
7:00 AM	24	0	0	24	89	0	0	89	11	2	0	13	9	0	1	10
8:00 AM	101	4	0	105	131	2	1	134	13	2	2	17	22	2	1	25
9:00 AM	33	0	0	33	57	0	0	57	16	0	0	16	9	0	0	9
10:00 AM	35	2	0	37	48	0	0	48	16	0	1	17	9	0	0	9
11:00 AM	27	2	0	29	28	0	0	28	6	0	0	6	9	2	0	11
12:00 PM	104	0	0	104	55	1	0	56	15	0	0	15	8	0	0	8
1:00 PM	51	0	0	51	39	1	0	40	9	0	1	10	9	4	0	13
2:00 PM	66	0	0	66	46	3	4	53	21	1	0	22	16	2	0	18
3:00 PM	49	3	2	54	32	0	0	32	9	1	0	10	8	6	0	14
4:00 PM	67	1	2	70	40	1	0	41	10	0	0	10	8	1	0	9
5:00 PM	82	3	0	85	41	0	0	41	11	6	0	17	16	0	0	16
6:00 PM	80	2	0	82	44	0	0	44	6	1	0	7	4	0	0	4

Major Street EB 85-th % Speed:           33.0           MPH

Major Street WB 85-th % Speed:           33.6           MPH

C1 8 Hour minimum volume on Major Street satisfied?            Yes   ✓   No

C2 8 Hour minimum volume on Minor Street satisfied?            Yes   ✓   No

C3 85-th percentual approach speed on Major Street exceeds 40-MPH?            Yes   ✓   No

           70 Percent Values in C1 and C2 Satisfied?            - Yes            - No



City: **Foster City, CA**

Intersection: **Crane Ave & Sandpiper Ct-Curlew Ct**

Study Date: **1/23/2019**

Multi-Way STOP Installation Criteria based on California MUTCD 2014 Edition - Rev 1

Page 2 of 2

### D. 80% Minimum Values

Where no single criterion is satisfied, but where Criterion B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

B-80% Crash History satisfied to 80% of the minimum values:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
C1-80% Major Street (State Street) satisfied to 80% of the minimum values:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
C2-80% Minor Street (2nd Street) satisfied to 80% of the minimum values:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### E. Other Engineering Study Factor for Multi-Way STOP Installation

Other criteria that may be considered in an engineering study for a Multi-Way STOP Installation include:

- A. The need to control left-turn conflicts
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where Multi-Way STOP control would improve traffic operational characteristics of the intersection.

A. Are majority of Crashes in Section B - 12 Month Crash History left-turn crashes or do field conditions require mitigations against left turn conflicts? ☐ Yes ☒ No

B. Identify the potential pedestrian generators near or adjacent to the study intersection:

- Audobon Elementary School  
- Killdeer Park  
- Bridgeview Park

Can installation of a Multi-Way STOP better control vehicle/pedestrian conflicts at the study intersection: ☐ Yes ☒ No

C. Are there sight distance or other geometric considerations that can be improved through installation of a Multi-Way STOP at the study intersection? ☐ Yes ☒ No  
Attach any additional study documentation.

D. - Are the two streets of the study intersection predominantly residential land use? ☒ Yes ☐ No  
- Are one or both of the streets classified as a Collector street? ☐ Yes ☒ No  
- Would installation of a Multi-Way STOP improve traffic operational characteristics of the intersection or the Collector street? ☐ Yes ☒ No

**MULTI-WAY STOP installation recommended at Crane Ave & Sandpiper Ct-Curlew Ct**  
☐ Yes ☒ No

#### CERTIFICATION:

This Multi-Way STOP Analysis was determined in accordance with the recommendations set forth by the California - Manual on Uniform Traffic Control Devices (MUTCD) - 2014 Edition - Rev 2 and was conducted by a Registered Traffic Engineer within the State of California and Approved by the City of Foster City.

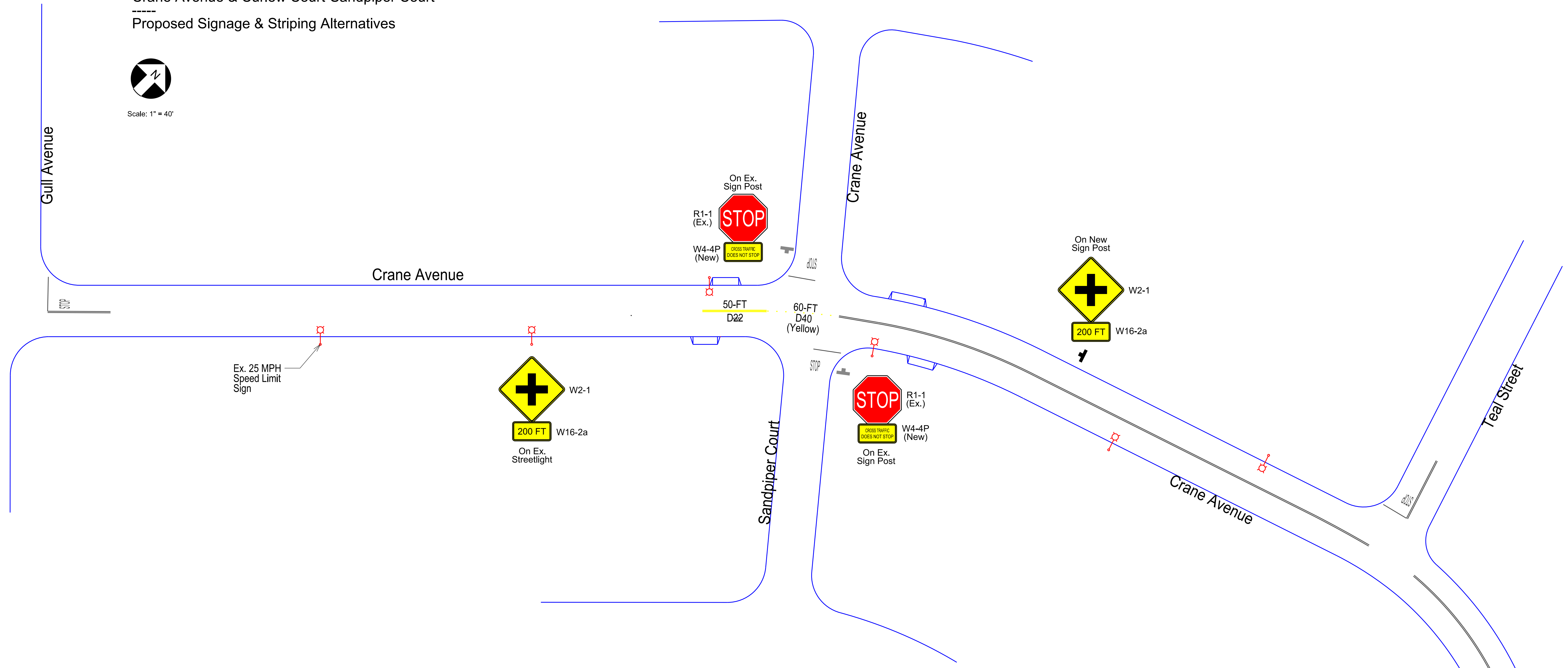
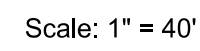
#### Engineer's Stamp

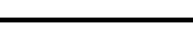



Multi-Way STOP Analysis - Prepared by  
Jaime O. Rodriguez, T.E. - Traffic Patterns



Multi-Way STOP Study  
Crane Avenue & Curlew Court-Sandpiper Court  
-----  
Proposed Signage & Striping Alternatives



 <p><b>Traffic Patterns</b> P.O. Box 25 Danville, CA 94526 O: (408) 916-9141 www.trafficpatterns.net info@trafficpatterns.net</p>	 <p>Engineer's Stamp 3-21-19</p>	<b>Record Drawings</b> Project Engineer: _____ Date: _____ Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____		<b>Submittal Log</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Draft Submittal No. 1</td> <td>3-21-19</td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION	DATE	1	Draft Submittal No. 1	3-21-19																												DRAWN BY: <u>J. Rodriguez</u> Date: <u>3-21-19</u> CHECKED BY: <u>City of Foster City</u> Date: <u>3-21-19</u> DESIGNED BY: <u>J. Rodriguez</u> Date: <u>3-21-19</u>		<b>Revisions</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION	DATE																															<div style="text-align: center;"> <p>City of Foster City</p> <p>Crane Avenue &amp; Crulew Court-Sandpiper Court Multi-Way STOP Study</p> <p>Proposed Signage &amp; Striping Alternatives</p> </div>		RECOMMENDED FOR BIDDING BY: _____ DATE: _____		PROJECT NO.
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# Traffic Data Service

San Jose, CA  
(408) 622-4787  
tdsbay@cs.com

File Name : 1 FINAL  
Site Code : 00000001  
Start Date : 1/23/2019  
Page No : 1

## Groups Printed- Vehicles

	CURLEW CT Southbound					CRANE AVE Westbound					SANDPIPER CT Northbound					CRANE AVE Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
07:00 AM	0	0	1	0	1	1	18	0	0	19	0	0	1	0	1	1	4	0	0	5	26
07:15 AM	4	0	0	0	4	0	21	1	0	22	0	0	5	1	6	0	2	0	0	2	34
07:30 AM	2	0	1	0	3	0	25	0	0	25	1	0	4	0	5	3	2	1	0	6	39
07:45 AM	1	0	0	0	1	0	23	0	0	23	0	0	0	1	1	0	11	0	0	11	36
Total	7	0	2	0	9	1	87	1	0	89	1	0	10	2	13	4	19	1	0	24	135
08:00 AM	2	0	6	0	8	1	40	0	0	41	2	0	1	1	4	1	41	4	4	50	103
08:15 AM	3	1	0	1	5	2	46	1	0	49	0	0	0	1	1	0	25	1	0	26	81
08:30 AM	3	0	0	0	3	0	23	0	2	25	0	0	7	0	7	6	5	0	0	11	46
08:45 AM	7	0	0	1	8	0	17	1	0	18	0	0	3	0	3	3	12	3	0	18	47
Total	15	1	6	2	24	3	126	2	2	133	2	0	11	2	15	10	83	8	4	105	277
09:00 AM	2	0	0	0	2	0	18	0	0	18	0	0	6	0	6	1	4	3	0	8	34
09:15 AM	2	0	1	0	3	1	17	0	0	18	1	0	3	0	4	1	5	1	0	7	32
09:30 AM	1	0	0	0	1	0	11	0	0	11	0	0	1	0	1	4	6	2	0	12	25
09:45 AM	3	0	0	0	3	0	10	0	0	10	1	0	4	0	5	1	4	1	0	6	24
Total	8	0	1	0	9	1	56	0	0	57	2	0	14	0	16	7	19	7	0	33	115
10:00 AM	4	0	0	0	4	0	12	0	0	12	0	0	3	0	3	0	4	3	0	7	26
10:15 AM	0	0	1	0	1	0	10	0	0	10	0	1	6	0	7	0	8	2	0	10	28
10:30 AM	2	0	0	0	2	0	11	0	0	11	0	0	3	0	3	3	8	1	0	12	28
10:45 AM	0	0	2	0	2	0	15	0	0	15	1	0	2	0	3	5	1	0	2	8	28
Total	6	0	3	0	9	0	48	0	0	48	1	1	14	0	16	8	21	6	2	37	110
11:00 AM	1	0	0	0	1	0	7	0	0	7	0	0	1	0	1	0	5	0	0	5	14
11:15 AM	3	0	0	0	3	0	7	1	0	8	0	0	2	0	2	2	6	0	0	8	21
11:30 AM	2	0	1	1	4	0	5	0	0	5	0	0	1	0	1	2	4	1	0	7	17
11:45 AM	2	0	0	1	3	0	8	0	0	8	0	0	2	0	2	2	4	1	2	9	22
Total	8	0	1	2	11	0	27	1	0	28	0	0	6	0	6	6	19	2	2	29	74
12:00 PM	2	0	0	0	2	0	4	0	0	4	0	0	3	0	3	3	6	0	0	9	18
12:15 PM	1	0	0	0	1	0	8	0	1	9	0	0	3	0	3	5	20	4	0	29	42
12:30 PM	2	1	0	0	3	1	8	0	0	9	2	0	2	0	4	1	39	4	0	44	60
12:45 PM	1	1	0	0	2	0	34	0	0	34	0	0	5	0	5	2	17	3	0	22	63
Total	6	2	0	0	8	1	54	0	1	56	2	0	13	0	15	11	82	11	0	104	183
01:00 PM	1	0	0	1	2	0	10	0	0	10	1	0	2	0	3	1	13	2	0	16	31
01:15 PM	2	0	0	1	3	0	6	1	0	7	1	0	1	0	2	2	12	2	0	16	28
01:30 PM	1	0	1	0	2	1	10	0	1	12	0	0	1	0	1	2	6	0	0	8	23
01:45 PM	1	1	2	2	6	1	10	0	0	11	1	0	2	0	3	2	6	3	0	11	31
Total	5	1	3	4	13	2	36	1	1	40	3	0	6	0	9	7	37	7	0	51	113
02:00 PM	2	0	0	0	2	0	8	0	0	8	1	0	4	0	5	4	9	2	0	15	30
02:15 PM	4	0	0	1	5	0	10	2	1	13	1	0	6	0	7	2	7	3	0	12	37
02:30 PM	1	0	0	0	1	1	11	1	0	13	0	0	1	0	1	7	9	2	0	18	33
02:45 PM	8	1	0	1	10	2	11	0	2	15	0	2	6	1	9	5	15	1	0	21	55
Total	15	1	0	2	18	3	40	3	3	49	2	2	17	1	22	18	40	8	0	66	155
03:00 PM	1	0	0	1	2	0	11	0	0	11	0	0	2	0	2	1	10	4	2	17	32
03:15 PM	2	0	0	2	4	0	6	0	0	6	0	0	4	0	4	1	7	2	0	10	24
03:30 PM	3	0	1	2	6	0	3	1	0	4	0	0	0	0	0	0	8	5	1	14	24
03:45 PM	1	0	0	1	2	0	11	0	0	11	0	0	3	1	4	3	6	2	0	11	28
Total	7	0	1	6	14	0	31	1	0	32	0	0	9	1	10	5	31	13	3	52	108
04:00 PM	2	0	1	0	3	1	6	1	0	8	0	0	3	0	3	3	6	2	0	11	25
04:15 PM	3	0	0	1	4	1	9	0	1	11	0	0	2	0	2	3	15	4	0	22	39

# Traffic Data Service

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## Groups Printed- Vehicles

	CURLEW CT Southbound					CRANE AVE Westbound					SANDPIPER CT Northbound					CRANE AVE Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	0	0	0	0	0	1	9	1	0	11	0	0	3	0	3	1	7	5	0	13	27
04:45 PM	0	0	2	0	2	0	11	0	0	11	0	0	2	0	2	4	15	2	1	22	37
Total	5	0	3	1	9	3	35	2	1	41	0	0	10	0	10	11	43	13	1	68	128
05:00 PM	4	0	1	0	5	0	8	0	0	8	0	0	1	0	1	1	14	4	2	21	35
05:15 PM	2	0	0	0	2	0	11	0	0	11	0	0	5	3	8	3	14	0	1	18	39
05:30 PM	3	0	0	0	3	1	6	0	0	7	0	0	4	0	4	1	15	1	0	17	31
05:45 PM	4	0	2	0	6	1	14	0	0	15	0	0	1	3	4	2	19	8	0	29	54
Total	13	0	3	0	16	2	39	0	0	41	0	0	11	6	17	7	62	13	3	85	159
06:00 PM	1	0	0	0	1	0	13	0	0	13	0	0	2	0	2	3	20	2	0	25	41
06:15 PM	2	0	0	0	2	0	13	1	0	14	0	0	2	1	3	2	14	0	2	18	37
06:30 PM	1	0	0	0	1	1	6	0	0	7	0	0	1	0	1	1	14	3	0	18	27
06:45 PM	0	0	0	0	0	0	10	0	0	10	0	0	1	0	1	2	16	3	0	21	32
Total	4	0	0	0	4	1	42	1	0	44	0	0	6	1	7	8	64	8	2	82	137
Grand Total	99	5	23	17	144	17	621	12	8	658	13	3	127	13	156	102	520	97	17	736	1694
Apprch %	68.8	3.5	16	11.8		2.6	94.4	1.8	1.2		8.3	1.9	81.4	8.3		13.9	70.7	13.2	2.3		
Total %	5.8	0.3	1.4	1	8.5	1	36.7	0.7	0.5	38.8	0.8	0.2	7.5	0.8	9.2	6	30.7	5.7	1	43.4	

	CURLEW CT Southbound					CRANE AVE Westbound					SANDPIPER CT Northbound					CRANE AVE Eastbound					
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total				
Peak Hour Analysis From 07:00 AM to 10:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	2	0	6	8	1	40	0	41	2	0	1	3	1	41	4	46	98				
08:15 AM	3	1	0	4	2	46	1	49	0	0	0	0	0	25	1	26	79				
08:30 AM	3	0	0	3	0	23	0	23	0	0	7	7	6	5	0	11	44				
08:45 AM	7	0	0	7	0	17	1	18	0	0	3	3	3	12	3	18	46				
Total Volume	15	1	6	22	3	126	2	131	2	0	11	13	10	83	8	101	267				
% App. Total	68.2	4.5	27.3		2.3	96.2	1.5		15.4	0	84.6		9.9	82.2	7.9						
PHF	.536	.250	.250	.688	.375	.685	.500	.668	.250	.000	.393	.464	.417	.506	.500	.549	.681				

# Traffic Data Service

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Groups Printed- Bikes

	CURLEW CT Southbound					CRANE AVE Westbound					SANDPIPER CT Northbound					CRANE AVE Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00 AM	0	0	0	0	0	0	1	0	0	1	2	0	0	0	2	0	0	0	0	0	3
08:15 AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	0	1	0	1	0	0	1	2	0	0	0	2	0	0	0	0	0	4
09:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	1
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:45 PM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
02:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:15 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
02:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:45 PM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	0	0	0	1	0	3	0	4	0	0	0	0	0	0	0	0	0	0	4
03:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1
03:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2
04:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2

# Traffic Data Service

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File Name : 1 FINAL  
Site Code : 00000001  
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## Groups Printed- Bikes

	CURLEW CT Southbound					CRANE AVE Westbound					SANDPIPER CT Northbound					CRANE AVE Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
06:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
Grand Total	0	1	1	0	2	1	1	3	0	5	3	1	1	0	5	4	0	0	0	4	16
Apprch %	0	50	50	0		20	20	60	0		60	20	20	0		100	0	0	0		
Total %	0	6.2	6.2	0	12.5	6.2	6.2	18.8	0	31.2	18.8	6.2	6.2	0	31.2	25	0	0	0	25	

	CURLEW CT Southbound				CRANE AVE Westbound				SANDPIPER CT Northbound				CRANE AVE Eastbound				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 10:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45 AM	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00 AM	0	0	0	0	0	1	0	1	2	0	0	2	0	0	0	0	3
08:15 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total Volume	0	1	1	2	0	1	0	1	2	0	0	2	0	0	0	0	5
% App. Total	0	50	50		0	100	0		100	0	0		0	0	0		
PHF	.000	.250	.250	.500	.000	.250	.000	.250	.250	.000	.000	.250	.000	.000	.000	.000	.417

## Traffic Data Service -- San Jose, CA

### Speed Report

**CustomList-3007 -- English (ENU)****Datasets:**

**Site:** [1] CRANE AVE BT TEAL ST AND SANDPIER CT  
**Data type:** Axle sensors - Paired (Class/Speed/Count)

**Profile:**

**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13  
**Speed range:** 0 - 100 mph.  
**Direction:** East (bound), P = East, Lane = 0-16  
**Name:** Default Profile  
**Scheme:** Vehicle classification (Scheme F)  
**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)

**Column Legend:**

**0 [Time]** 24-hour time (0000 - 2359)  
**1 [Total]** Number in time step  
**2 [Vbin]** Speed bin totals  
**3 [vPace]** Speed at start of pace  
**4 [Pace%]** Percent in pace  
**5 [Mean]** Average speed  
**6 [Vpp]** Percentile speed

**\* Wednesday, January 23, 2019**

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	vPace	Pace%	Mean	Vpp
<--		0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	10	10		85
		5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	100				
0000	2	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	21.0	100.0	29.8	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
0200	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	17.4	100.0	27.2	-
0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
0500	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	18.6	100.0	28.4	-
0600	8	0	0	0	2	0	5	1	0	0	0	0	0	0	0	0	0	23.8	75.00	26.3	-
0700	23	0	0	0	1	1	8	12	1	0	0	0	0	0	0	0	0	23.7	91.30	30.1	33.3
0800	95	0	0	0	1	16	51	17	10	0	0	0	0	0	0	0	0	23.2	76.84	28.3	32.8
0900	23	0	0	2	3	0	9	7	2	0	0	0	0	0	0	0	0	24.3	69.57	26.9	33.8
1000	22	0	0	2	1	8	3	5	3	0	0	0	0	0	0	0	0	21.1	68.18	26.2	34.7
1100	20	0	0	1	1	6	6	5	1	0	0	0	0	0	0	0	0	20.2	65.00	26.8	33.7
1200	81	0	0	0	2	6	36	34	3	0	0	0	0	0	0	0	0	24.7	87.65	29.4	33.4
1300	41	0	0	0	1	4	22	10	4	0	0	0	0	0	0	0	0	24.6	82.93	29.5	34.2
1400	43	0	2	0	0	5	23	13	0	0	0	0	0	0	0	0	0	23.4	83.72	27.7	32.4
1500	33	0	0	0	0	2	16	13	2	0	0	0	0	0	0	0	0	24.9	87.88	29.8	34.2
1600	47	0	0	0	1	2	18	21	5	0	0	0	0	0	0	0	0	27.0	85.11	30.3	34.2
1700	61	0	0	0	0	7	24	29	0	1	0	0	0	0	0	0	0	23.5	91.80	29.5	32.7
1800	64	0	0	0	0	14	30	19	1	0	0	0	0	0	0	0	0	23.7	84.38	28.1	31.7
1900	44	0	0	0	0	3	26	11	3	1	0	0	0	0	0	0	0	23.4	84.09	29.5	33.6
2000	38	0	0	1	0	5	27	5	0	0	0	0	0	0	0	0	0	21.6	92.11	27.4	30.0
2100	29	0	0	1	0	5	16	6	1	0	0	0	0	0	0	0	0	22.4	82.76	27.7	32.2
2200	13	0	0	0	0	1	9	2	1	0	0	0	0	0	0	0	0	22.0	84.62	28.7	33.9
2300	5	0	0	0	0	1	1	3	0	0	0	0	0	0	0	0	0	24.4	80.00	30.4	-
07-19	553	0	2	5	11	71	246	185	32	1	0	0	0	0	0	0	0	24.4	79.93	28.8	33.0
06-22	672	0	2	7	13	84	320	208	36	2	0	0	0	0	0	0	0	24.4	80.06	28.7	32.9
06-00	690	0	2	7	13	86	330	213	37	2	0	0	0	0	0	0	0	24.4	80.14	28.7	33.0
00-00	695	0	2	7	13	86	334	214	37	2	0	0	0	0	0	0	0	24.4	80.29	28.7	33.0

Peak step 8:00 (95) AM Peak step 8:00 (95) PM Peak step 12:00 (81)

**\* Grand Total**

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	vPace	Pace%	Mean	Vpp
<--		0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	10	10		85
--	695	0	2	7	13	86	334	214	37	2	0	0	0	0	0	0	0	24.4	80.29	28.7	33.0

# Traffic Data Service -- San Jose, CA

## Speed Report

### CustomList-3006 -- English (ENU)

#### Datasets:

**Site:** [1] CRANE AVE BT TEAL ST AND SANDPIER CT  
**Data type:** Axle sensors - Paired (Class/Speed/Count)

#### Profile:

**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13  
**Speed range:** 0 - 100 mph.  
**Direction:** West (bound), P = East, Lane = 0-16  
**Name:** Default Profile  
**Scheme:** Vehicle classification (Scheme F)  
**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)

#### Column Legend:

**0 [Time]** 24-hour time (0000 - 2359)  
**1 [Total]** Number in time step  
**2 [Vbin]** Speed bin totals  
**3 [vPace]** Speed at start of pace  
**4 [Pace%]** Percent in pace  
**5 [Mean]** Average speed  
**6 [Vpp]** Percentile speed

#### \* Wednesday, January 23, 2019

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	vPace	Pace%	Mean	Vpp
<--		0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	10	10		85
		5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	100				
0000	2	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	23.2	100.0	32.2	-
0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
0300	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	16.8	100.0	26.6	-
0400	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	21.4	100.0	31.2	-
0500	14	0	0	0	0	1	4	6	2	1	0	0	0	0	0	0	0	23.6	71.43	31.2	37.0
0600	27	0	0	1	0	3	16	6	1	0	0	0	0	0	0	0	0	23.6	88.89	27.4	31.2
0700	86	0	0	1	1	3	29	41	9	2	0	0	0	0	0	0	0	25.9	86.05	30.6	34.1
0800	126	0	0	2	1	8	65	49	1	0	0	0	0	0	0	0	0	24.9	90.48	29.0	33.2
0900	53	0	0	1	1	3	16	25	6	1	0	0	0	0	0	0	0	24.7	79.25	30.5	34.9
1000	51	0	1	2	2	4	21	16	4	1	0	0	0	0	0	0	0	25.2	76.47	28.4	34.2
1100	28	0	0	1	1	3	10	11	2	0	0	0	0	0	0	0	0	24.2	78.57	28.9	33.8
1200	53	0	0	0	1	4	31	16	1	0	0	0	0	0	0	0	0	24.6	88.68	28.5	32.3
1300	41	0	0	1	1	7	15	13	4	0	0	0	0	0	0	0	0	24.3	73.17	28.8	33.9
1400	44	0	1	0	2	11	12	16	2	0	0	0	0	0	0	0	0	23.5	77.27	27.9	33.2
1500	34	0	0	0	0	3	13	10	8	0	0	0	0	0	0	0	0	26.6	76.47	30.7	36.2
1600	42	0	0	0	2	7	15	14	4	0	0	0	0	0	0	0	0	23.7	73.81	28.9	33.5
1700	40	0	0	0	2	2	20	14	1	1	0	0	0	0	0	0	0	24.4	87.50	28.6	32.7
1800	40	0	0	0	2	3	21	8	6	0	0	0	0	0	0	0	0	22.8	77.50	29.2	35.1
1900	31	0	0	0	1	4	14	10	2	0	0	0	0	0	0	0	0	23.4	87.10	28.4	32.4
2000	17	0	0	0	0	1	5	6	4	1	0	0	0	0	0	0	0	24.0	70.59	32.5	38.4
2100	13	0	0	0	0	1	5	6	1	0	0	0	0	0	0	0	0	23.8	84.62	30.9	34.2
2200	5	0	0	0	0	1	2	2	0	0	0	0	0	0	0	0	0	21.5	100.0	28.6	-
2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-	-
07-19	638	0	2	8	16	58	268	233	48	5	0	0	0	0	0	0	0	24.4	79.47	29.2	33.6
06-22	726	0	2	9	17	67	308	261	56	6	0	0	0	0	0	0	0	24.4	79.48	29.2	33.6
06-00	731	0	2	9	17	68	310	263	56	6	0	0	0	0	0	0	0	24.4	79.48	29.2	33.6
00-00	749	0	2	9	17	69	315	272	58	7	0	0	0	0	0	0	0	24.4	79.44	29.3	33.6

Peak step 8:00 (126) AM Peak step 8:00 (126) PM Peak step 12:00 (53)

#### \* Grand Total

Time	Total	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	Vbin	vPace	Pace%	Mean	Vpp
<--		0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	10	10		85
--	749	0	2	9	17	69	315	272	58	7	0	0	0	0	0	0	0	24.4	79.44	29.3	33.6



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR CITYWIDE JANITORIAL SERVICES OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 AND AUTHORIZING THE PAYMENT TO IMPEC GROUP OF \$31,768.83 PER MONTH FROM JULY 1 THROUGH SEPTEMBER 30, 2019 FOR “MONTH-TO-MONTH” SERVICES

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the issuance of a Request for Proposals for Citywide Janitorial Services October 1, 2019 through September 30, 2020, with the option to extend through September 30, 2024 and authorizing the payment of \$31,768.83 per month to Impec Group from July 1 through September 30, 2019 for “month to month” janitorial services.

### EXECUTIVE SUMMARY

Since 1995, the City has contracted for commercial janitorial services at City facilities. The scope of work for janitorial services is included in the attached Request for Proposals (RFP).

For Fiscal Year 2018-2019, the City contracted with Impec Group for janitorial services. Staff worked with Impec to extend the service for an additional year but were unable to come to mutually agreeable terms. It is recommended that the City Council authorize payment of \$31,768.83 per month to Impec to continue providing services on a temporary, “month-to-month” basis from July 1 through September 30, 2019 while vendor selection activities are undertaken.



City facilities are heavily used for a variety of activities and it is imperative that the City find a vendor that can provide the standard of care and service levels the City and community expect. For this reason, it is critical to actively seek highly competitive proposals through a widely-advertised Request for Proposals. The Scope of Work attached with the Request for Proposals contains detailed and specific information about service needs with the expectation that this will enable the City to obtain the greatest number of highly qualified and responsive vendors for this service.

## BACKGROUND

The Building Maintenance Division of the Parks and Recreation Department maintains all of the City's buildings and facilities. The City has contracted for janitorial service of these buildings and facilities since 1995, which allows Building Maintenance Division staff to prioritize scheduled maintenance and projects such as project management of major structural improvements, deep carpet and window cleanings, daily work order requests, sustainability conversions, and safety audits while continuing to maintain a very high standard of routine building care.

The scope of work for janitorial services is included in the attached Request for Proposals. Janitorial services for the following City facilities are included:

- Corporation Yard (Administration Facility, Training Room, Data Room, Lunch Room, and Locker Rooms)
- City Hall
- Council Chambers
- Fire Administration
- Police Station
- Library/Community Center
- Recreation Center/Senior Wing
- Teen Center

For Fiscal Year 2018-2019, the City contracted with Impec Group for Janitorial Services.

## ANALYSIS

Staff worked with Impec Group to extend the service for an additional year but were unable to come to mutually agreeable terms. Impec requested over a 20% increase in compensation to extend the term of the agreement beyond the first year, which ended June 30, 2019. Staff was not able to negotiate a more modest increase with Impec, and therefore now proposes to issue the attached RFP to find a new service provider. However, the City requires janitorial services in the interim. It is therefore recommended that the City Council authorize payment of \$31,768.83 per month to

Impec to continue providing services under the terms of the expired agreement on a temporary, “month-to-month” basis from July 1 through September 30, 2019 in order to maintain continuity of service while vendor selection activities are undertaken. This is not viewed as a long-term solution as it represents a 24% increase over the contracted FY 2018-2019 price of \$25,593.42 per month.

The very heavy City-wide facility usage, as well as the broad array of types of use, impact the City’s ability to achieve and maintain the standard of care and service levels it expects from janitorial service. For this reason, City staff believes it is critical to actively seek highly competitive proposals through a widely-advertised RFP with a very specific Scope of Work.

Building Maintenance, Recreation Division, and City Attorney staff developed the attached RFP to provide detailed and specific information about the needs of the operation with the expectation that this will enable the City to obtain the greatest number of highly-qualified and responsive vendors for this service.

The RFP was developed to address not only routine maintenance, but also to require the vendor to respond to emergency maintenance matters and provide service for select large special events.

The Fire Departments in the cities of Belmont, Foster City and San Mateo joined together as the San Mateo Consolidated Fire Department (SMC Fire) as of January 13, 2019. SMC Fire leases the second floor of the Foster City Fire Station for its Administrative Offices. Per the terms of its building lease, SMC Fire is responsible for the janitorial services for its office spaces. However, City staff and SMC Fire staff wish to utilize the same janitorial contractor. Therefore, the attached RFP includes both City and SMC Fire spaces and requires that a separate cost be proposed for the SMC Fire spaces. This portion of the service costs will be billed to SMC Fire by the City on a quarterly basis.

The RFP includes a mandatory pre-proposal walk-through for interested vendors, which will ensure all proposers have maximum information about the City’s expectations and maximize the number of satisfactory proposals.

#### Proposed Timeline:

August 6, 2019: Issue Request for Proposal  
August 23, 2019: Proposals Due  
September 16, 2019: City Council Awards Contract  
October 1, 2019: Vendor begins to Provide Service

## FISCAL IMPACT

The cost for “month-to-month” janitorial services is \$31,768.83, which is 24% higher than FY 2018-19 contracted services and, if projected out over the course of the year, would be well above the \$315,000 in the FY 2019-2020 budget for Citywide Janitorial Services. It is hoped that issuing a widely-advertised Request for Proposal will result in a competitive bidding environment with competitive pricing. The cost to issue the Request for Proposal is the staff and City Attorney time associated with developing and advertising the Request for Proposal, responding to questions, and providing prospective vendor walk-throughs. The actual cost of service will be based upon the City Council’s selection of the most qualified proposer.

### Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Request for Proposals for Citywide Janitorial Services through September 30, 2020

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR CITYWIDE JANITORIAL SERVICES FOR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 AND AUTHORIZING THE PAYMENT TO IMPEC GROUP OF \$31,768.83 PER MONTH FROM JULY 1, 2019 THROUGH SEPTEMBER 30, 2019 FOR "MONTH TO MONTH" SERVICES

CITY OF FOSTER CITY

WHEREAS, the City has contracted for janitorial services since 1995; and

WHEREAS, the current janitorial agreement expired on June 30, 2019 and the City and the vendor were unable to agree on terms for the extension of the agreement; and

WHEREAS, the current vendor has agreed to provide janitorial services on a "month to month" basis through September 2019 at a rate of \$31,768.83 per month; and

WHEREAS, City facilities are heavily used for a variety of activities, making it critical to find a vendor that can provide the standard of care and service levels the City requires from janitorial service; and

WHEREAS, City staff proposed that the City Council authorize the issuance of the attached Request for Proposals, which will identify a contractor for Citywide janitorial services from October 1, 2019 through September 30, 2020, with the option for the City to extend the term of the services each year through September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize:

1. The issuance of a Request For Proposals for Citywide Janitorial Services for October 1, 2019 through September 30, 2020; and
2. The payment to Impec Group of \$31,768.83 per month from July 1 through September 30, 2019 for "month to month" Janitorial Services.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

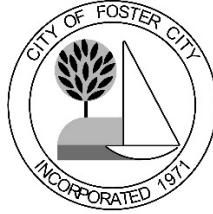
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SAM HINDI, MAYOR

ATTEST:

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PRISCILLA TAM, CITY CLERK



Building Maintenance Division  
100 Lincoln Centre Drive  
Foster City, CA 94404

August 6, 2019

**SUBJECT: Request for Proposals – Janitorial Services of City Buildings**

Dear Contractor,

You are invited to submit a proposal to provide janitorial services to the City of Foster City as outlined and delineated on the enclosed Scope of Services. Proposals are due to the office of the Building Services Division at the Corporation Yard, 100 Lincoln Centre Drive, Foster City, CA 94404, **before 4:00 P.M., Friday, August 23, 2019.**

**PROJECT REQUIREMENTS**

The work includes furnishing all labor, equipment, and cleaning agents/chemicals required to complete the work at various sites throughout the City. Your proposal must include the required services at each of the facilities listed below and detailed in the Request for Proposal.

- Library/Community Center (1000 E. Hillsdale Boulevard)
- Corporation Yard Administration Building, Training Center, Locker Rooms, Lunch Room (100 Lincoln Centre Drive)
- Recreation Center/Senior Wing (650 Shell Blvd.)
- The VIBE Teen Center (670 Shell Blvd.)
- Police Station (1030 East Hillsdale Blvd.)
- Council Chambers (620 Foster City Blvd.)
- City Hall (610 Foster City Blvd.) and Emergency Operations Center (First Floor 1040 East Hillsdale Boulevard)
- Fire Administration (Second Floor 1040 East Hillsdale Blvd.)

Some facilities require service year-round including holidays as outlined in the Request for Proposal.

Proposers are required to provide separate cost proposals for the Fire Station Administration portion of the Scope of Work, which is commensurate with the expected workload associated with that space, including the cost for materials and staffing required, as if it were being serviced as a separate facility.

In addition to routine service, the City is requesting pricing and proposals for emergency, on-call service and additional janitorial services associated with special events, as needed. The City requests a flat, not-to-exceed fee for routine service. Emergency services and additional calls for service may be proposed at an hourly rate or at a per-job rate. Proposals must clearly define the fee for routine service and

Contractor's expected payment schedule.

## **CONTRACT**

The initial contract period for the janitorial services shall be from October 1, 2019 to September 30, 2020. The contract may be renewed in one-year (12 months) increments up to four (4) additional years, at the discretion of the City.

The successful proposer will be required to enter into and abide by the terms of the City's Agreement for Janitorial Services which is included in the Request for Proposal as an attachment, including all insurance requirements. Proposals are expected to be prepared to include these requirements.

## **PROPOSALS**

Each proposer must submit five (5) copies of the proposal, incorporating all requirements set forth in this Request for Proposal. Proposals shall include the following information:

- (1) Cover Letter (1-page) containing at a minimum:
  - a. Company name
  - b. Contact name, address, phone number, fax number, and email address
  - c. Acknowledgement of receipt of any and all addenda (list number and date of issuance)
- (2) General Information
  - a. Description of firm/team
  - b. Legal company organization; organization chart with names
  - c. List of applicable licenses
- (3) Team Experience & Qualifications
  - a. Applicant's overall reputation, service capabilities and quality as it relates to this project.
  - b. Brief description of each team member's role.
  - c. A list of other cities and towns in Northern California, for which contracts have been completed or are currently in force, during the past five (5) years.
  - d. Proposed sub-consultants and/or subcontractors and the method of sub consultants/subcontractor selection, if applicable.
  - e. Current workload and ability to proceed promptly.
  - f. Willingness to abide by the City's standard form Agreement for Janitorial Services.
  - g. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- (4) Relevant factors impacting the quality or value of work
- (5) Include the completed **BID PROPOSAL FORM** in a separate sealed envelope.

Proposals will be evaluated based on the information outlined in this Request for Proposal. Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The City will evaluate each of the proposers' qualifications and references and may conduct interviews with the proposers to provide an opportunity for proposers to demonstrate their qualifications for the proposed services. From these processes, the City will select a contractor and negotiate a final fee for the services



delineated in the Scope of Services. The contractor must be ready to execute an Agreement for Janitorial Services within ten (10) days of award of the contract. The proposal submitted in response to this Request for Proposals will be included as part of the Agreement with the selected contractor.

**REQUESTS FOR ADDITIONAL INFORMATION**

The City reserves the right to seek clarification or additional information from any vendor throughout the solicitation process. The City may require a Vendor's representative to answer questions during the evaluation process with regard to the Vendor's proposal. Failure of a Vendor to demonstrate that the claims made in its proposal are accurate may be sufficient cause for deeming a proposal non-responsive.

**MANDATORY PRE-BID CONFERENCE MEETING**

All proposers are required to schedule a mandatory walk-through of the eight (8) City locations with Building Maintenance staff prior to submitting a proposal. Walk-throughs can be scheduled by contacting Lead Building Maintenance Worker Felipe Garcia at 650-740-7118 or fgarcia@fostercity.org. Allow four (4) hours for this meeting.

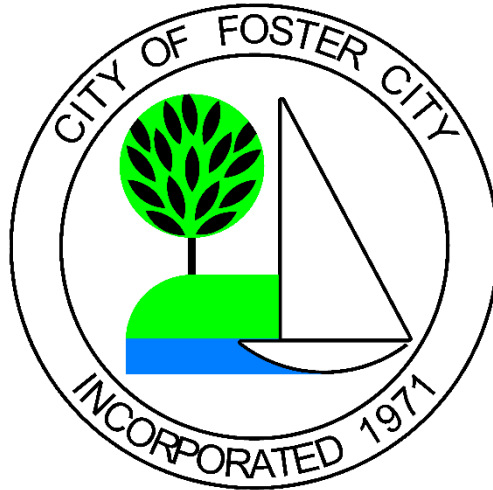
Sincerely,

Kurt Zander  
Building Maintenance Manager

Enclosures:

- (1) Scope of Services
- (2) Agreement for Janitorial Services (draft)
- (3) City of Foster City Bid Proposal Form

COUNTY OF SAN MATEO, CALIFORNIA



PARKS AND RECREATION DEPARTMENT  
BUILDING MAINTENANCE DIVISION

Request for Proposals:

## **CITYWIDE JANITORIAL SERVICES**

Bids Due:

**August 23, 2019 before 4pm**

610 Foster City Boulevard, Foster City

### **NOTICE**

*Mandatory Pre-Bid Walk-Through*

*Must be Scheduled Prior to Submitting Proposal*

**CITY OF FOSTER CITY  
REQUEST FOR PROPOSAL  
JANITORIAL MAINTENANCE OF CITY BUILDINGS**

**1. DUTY OF CONTRACTOR:**

The work covered by these specifications involves janitorial cleaning services for buildings owned by the City of Foster City (CITY). The selected proposer (CONTRACTOR) will have the primary responsibility for all cleaning activities, which is more fully detailed in the Service Schedule herein. The Service Schedule provides a general outline of major tasks included in the work and shall not be construed to be a complete listing of all cleaning tasks required to perform the required work to the CITY's standards.

**2. HOURS OF SERVICE:**

Janitorial work is generally to be performed during "non-working hours" (between 5:00 PM and 8:00 AM) unless more specifically described herein. CONTRACTOR shall provide emergency response service twenty-four (24) hours per day. The response time for arrival on site to perform emergency work ordered by CITY shall be no more than three (3) hours from the CITY's call. Emergency work will be completed as soon as reasonably possible, given the availability of materials necessary to remediate the emergency condition.

**3. SERVICE SCHEDULE:**

CONTRACTOR shall provide service according to the following schedule:

**a. LOCATION AND SERVICE SCHEDULE**

<b>Location</b>	<b>Facility Operating Hours</b>	<b>Service Schedule</b>	<b>Notes</b>
Library/Community Center 1000 E. Hillsdale Blvd	<i>Library</i> Mon-Th 10am-9pm Fri 10am-6pm Sat 10am-5pm Sun 1-5pm	7 days a week 10pm-8am	Two-story building consisting of restrooms, offices, meeting rooms, large multi-purpose room, and patio. The facility hosts community programming, events, meetings and classes.
	<i>Community Center</i> Mon-Fri 8am-10pm Sat 1pm-Midnight Sunday Closed*	7 days a week 10pm-8am	

Location	Facility Operating Hours	Service Schedule	Notes
Corporation Yard <i>Administration Building, Training Center, Locker Rooms, Lunch Room</i> 100 Lincoln Centre Drive	Monday through Friday, 7am-6pm; Saturday and Sunday, Closed.	5 days a week Mon-Fri 7pm-7am	Two-story building that houses administrative offices of the Parks, Building Maintenance, Public Works, and Vehicles Department.
The VIBE Teen Center 670 Shell Boulevard	Mon- Th 8am-6:30pm Fri 8am-10pm Sat-Sun* Closed with an occasional rental group	7 days a week Mon-Th 7pm-8am Fri –Sat* 11pm-8am	Afterschool center for youth and teens. Rooms include offices, restrooms, classrooms, multi-purpose room, patio, and kitchen. Program features daily youth activities and a facility rental program.
Location	Operating Hours	Service Schedule	Notes
Recreation Center/ Senior Wing 650 Shell Boulevard	Mon-Th, Su 7am-10pm Fri-Sat* 8am-12am	7 days a week Mon-Th, Su 10pm-7am Fri –Sat* 12am-7am	One-story building consisting of administrative offices, classrooms, meeting rooms, two kitchens, a preschool program, dance room, ceramics studio, and ballroom. Daily programming, facility rentals and events occur most weekends.
Police Station 1030 East Hillsdale Boulevard	24-hour a day 7 days per week	7 days a week 6pm-6am	Secure one-story building consisting of administrative offices and meeting spaces. Janitorial personnel entering the building must check in and out with Police personnel.
Council Chambers 620 Foster City Boulevard	Monday through Friday, 8am-6pm; first and third Mondays and Thursdays until 11pm; Saturday and Sunday, Closed.	3 days a week Mon, Wed, Fri 11pm-6am	Adjacent to City Hall, Council Chambers consists of meeting rooms, restrooms, and foyer. Occasional special meetings will be announced.
City Hall 610 Foster City Boulevard	Mon-Fri 7am-7pm Sat-Sun Closed	5 days a week Mon-Fri 7pm-7am	City Hall houses the administrative offices in a three-story structure.
Emergency Operations Center 1040 East Hillsdale Boulevard, First Floor			The Emergency Operations Center consists of a meeting room, hallway, restrooms and elevator.

Location	Facility Operating Hours	Service Schedule	Notes
Fire Administration 1040 East Hillsdale Boulevard, Second Floor	Mon- Fri 8am-6pm Sat-Sun Closed	5 days a week Mon-Fri 6pm-6am  EOC* 7 days a week 6pm- 6am	Located in City Hall, Fire Administration houses administrative offices.

\* Recreation Center, Community Center, Emergency Operations Center, and The VIBE Teen Center weekend hours may vary depending on the facility rental schedule. CITY staff will provide an event calendar each month.

**b. SUMMARY OF WORK TO BE PERFORMED:**

The following is a general summary of the work to be performed. The list of tasks by building, space, and frequency is outlined in the City of Foster City Janitorial Services Scope of Work, attached hereto as Exhibit A.

**Typical Daily Tasks:**

1. Vinyl and Linoleum – sweep with an anti-dust treated mop. Wet mop large meeting rooms, kitchens, locker rooms and ceramics room floors.
2. Carpet and Mats – vacuum high traffic areas (main entries at all doors, lobbies, main corridors in buildings and open areas).
3. Drinking Fountains – clean, disinfect and polish.
4. Glass and Windows – spot clean all interior and exterior glass surfaces in building entrances and lobby to a height of 8”; removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations from these areas. Cleaning of glass areas shall include window and door frames and shall extend the full distance of the entrance.
5. Wastebaskets/Trash Containers – empty and reline plastic liners when dirty, ripped, or damaged with appropriate size and strength. Replace plastic liners on a monthly basis regardless of condition. Remove all other boxes, cardboard and containers to designated dumpsters. Break down all cardboard boxes before discarding in dumpster.
6. Recycle containers – empty on an as-needed basis into large recycle bins for pick-up by garbage collection service.
7. Restrooms – clean and disinfect all sinks, urinals, toilets, partitions, countertops, and plumbing. Damp mop floors with NABC disinfectant; clean and polish chrome and stainless fixtures; clean, disinfect and deodorize interior and exterior of sanitary napkin depositories; replace disposal bags and plastic trash liners. Clean mirrors to be streak free; install disinfectant in



floor drains and deodorizers in urinals. Fill all dispensers (soap, toilet paper, seat covers, paper towels, sanitary supplies).

8. Showers, Locker Rooms, Dressing Rooms – clean and disinfect all walls, floors, and curtains. Entire area to be free of streaks, soap scum, fungi, mildew, hair, urine deposits, and unpleasant odors. Install disinfectant in floor drains, disinfect HVAC vents and diffusers, clean light fixtures, polish chrome and stainless fixtures and clean mirrors to be streak free. Vacuum carpet areas and remove all stains. Clean and disinfect lockers inside and outside if unlocked. Do not disturb private belongings.
9. Kitchen Sinks, Counters Tabletops and Appliances – wash and disinfect.
10. Classroom/Meeting Room Countertops, Sinks, Fixtures – damp wipe.

Typical Weekly Tasks (to be performed at least once per week):

1. Vinyl and Linoleum – damp or wet mop using warm water with commercial-grade cleaner that leaves no visible or sticky cleaner residue when dry. Rinse, if necessary, with clear, warm water and clean mop. Wipe any and all baseboards free of moisture and dirt. Protect all wall surfaces.
2. Stone, Marble, Slate, Granite, Ceramic Tile Travertine Floors, Stairs – damp mop with good quality cleaner recommended for the surface type on a dedicated mop. Ensure that floors are free of dust, dirt, cleaning material residue, streaks, mop strands, grease, and spills and thoroughly maintained to present an acceptable gloss. Protect walls from splashing and wipe baseboards of moisture and chemicals. Polish wood moldings if necessary to prevent moisture damage.
3. Carpet and Mats – vacuum with an industrial grade vacuum the entire carpeted area, including under chairs, tables, around furniture legs, and behind desks and furniture. Return moved items to their original position. Pick up staples and other hard to remove items by hand. The carpet shall be free of visible dirt, litter, and soil.
4. Wall, Doors, and Ceilings – remove any and all fingerprints, smudges, dirt or accumulations.
5. Doors and Entrances – clean and polish interior and exterior surfaces to a height of 8”, removing any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations the full distance of the entrance front.
6. Dusting – remove all accumulated dust, dirt, and debris from the surfaces, corners, crevices of all shelving, desks, bookcases, tables, partition tops,

window ledges and baseboards. Use treated mops and cloths to help prevent the redistribution of it into the air. Desktops are to be dusted only if papers have been removed.

7. Recreation Center Kitchen – damp wipe cabinet fronts and pulls, towel dispensers, and exterior of appliances (refrigerator, freezer, microwave, stove and ovens).
8. Classroom/Meeting Room Fixtures and Sinks – clean and sanitize.
9. Staircases and Railings – dust and wipe all staircase areas, including all railings and areas around and underneath stairs, vacuum carpet areas, spot clean carpet.
10. Door Handles and Light Switches – use damp cloth to remove all smudges, fingerprints and dirt; apply disinfectant.
11. Janitorial Closets – clean, organize, and stock on a regular basis and maintain all MSDS information in each closet.

Typical Monthly Tasks (to be performed at least once per month):

1. Vinyl and Linoleum – clean and wax (exclude restroom floors). In high traffic areas, dust entire floor and all corners with treated mop, damp mop and remove any spots or stains. Allow flooring to dry completely. Apply wax, feathering out to corners. Corners are to be waxed only as part of complete stripping process.
2. Carpet and Mats – spot clean high-traffic areas (main entries at all doors, elevator lobbies, and elevators and where food is available, main corridors). Evenings and/or weekends will be required.
3. Dusting – remove accumulated dust, dirt, debris, and cobwebs from the surfaces, corners, crevices, light fixtures, window coverings, window ledges, doorframes and jambs and blinds as needed. Clean HVAC vent and ceiling tiles.
4. Stairwells – dust, vacuum, and wet mop interior of all stairwells, including interior fire escape staircases.
5. Furniture – clean and polish wooden furniture with approved polish as needed. Do not disturb any paperwork or desks, tables, and files. Vacuum upholstered furniture.

6. Kitchen Floors – mop, degrease and disinfect all kitchen floors with disinfectant. Refinish, if necessary, to maintain original appearance. Recreation Center and Teen Center kitchen appliances- damp wipe exterior of appliances (refrigerator, freezer, stove, microwave and oven).
7. Recreation Center Ceramics Room – clean clay trap and air vents under 10ft.
8. Wastebaskets/Trash Containers – wash and disinfect all wastebaskets and trash containers in all interior locations.

Typical Quarterly Tasks (to be performed at least once every three months):

1. Vinyl and Linoleum – degrease, mop with disinfectant and machine scrub floors.
2. Carpet (high traffic areas) – thoroughly vacuum, clean with good-quality cleaner and/or solvent, hot-water steam and vacuum extraction. Cover wet traffic areas with paper until dry. Use ventilating fans to hasten drying. Use water-resistant coated pads under furniture.
3. Interior Glass and Windows, Including Skylights – clean interior glass surfaces, remove any and all fingerprints, smudges, dirt, cobwebs, insects, grease, oils or accumulations. Cleaning of interior glass areas shall include window frames and ledges.
4. Air Vents, Thresholds, Grease Traps, and Grills – clean.

Typical Semi-Annual Tasks (to be performed at least two times per year):

1. Stone, Marble, Slate, Granite, Ceramic and Travertine Floors, Stairs – use a conventional (buffer) machine with a 3M blue cleaning pad and a trigger spray bottle with clean water to buff. Let floor dry. Follow with a dust mopping and then a damp mopping. Let floor dry. Apply two (2) coats of floor finish. Ensure that floor is thoroughly dry between coats. Within 24 hours of last application of finish, buff with a high-speed buffing machine (1,100rpm). Protect wall finishes and wipe down baseboards to be free of moisture and residue. Polish as needed.
2. Carpet (classrooms) – thoroughly vacuum all areas, clean as needed with good-quality cleaner and/or solvent, hot-water steam and vacuum extraction. Cover wet traffic areas with paper until dry. Use ventilating fans to hasten drying in heavy-use areas. Use water-resistant coated pads under furniture.
3. Exterior Glass and Windows, Including Skylights – clean all exterior glass surfaces, removing any and all fingerprints, smudges, dirt, cobwebs, insects,

grease, oils or accumulations. Cleaning of exterior glass areas shall include window frames and ledges.

**c. CONTRACTOR PROHIBITIONS:**

1. Contractor may not store unrinsed or dirty mops or mop buckets in the storage areas.
2. Contractor may not make unauthorized alterations to the building.
3. Contractor may not use equipment or any portion of the facilities not related to performance of this Service Schedule.
4. Contractor may not use product that will cause damage to any surfaces or use any chemicals not approved by CITY.

**d. General Provisions Regarding Floor Coverings:**

Floor coverings vary in each building. They may include, but are not limited to: carpet, vinyl, terrazzo, ceramic tile, concrete, and wood floor coverings.

1. CONTRACTOR shall be responsible for performing the prescribed and appropriate cleaning method for each type of floor covering.
2. A double mop system shall be used. Restroom mops shall be different from mops used for all other areas.

**4. ADDITIONAL SERVICES:**

CONTRACTOR, as the provider of janitorial services for CITY, shall be required to provide additional services as requested by the Building Maintenance Manager. The Building Maintenance Manager shall make such requests for additional non-emergency services with 48-hour notice. The 48-hour noticing requirement shall not apply, however, should the Manager determine that the service is an emergency, and required for public health and safety. In case of an emergency, CONTRACTOR shall provide service within three (3) hours of notification by CITY.

**5. CONTRACTOR STAFFING AND BUILDING ACCESS:**

CONTRACTOR shall provide labor, equipment, tools, supplies (unless otherwise noted), supervision, management, and other resources and services needed to perform the required work.

Employees of CONTRACTOR are subject to final approval by CITY and will be required to adhere to CITY safety regulations and policies. CONTRACTOR agrees that it will, upon notice, immediately remove any supervisor or employee who is unsatisfactory to CITY.

CONTRACTOR shall not represent that it or its employees are agents or employees of CITY.

CONTRACTOR shall ensure that its personnel are thoroughly trained in and qualified for the work assigned. Prior to working in any CITY building, personnel shall

have received training in Cal/OSHA's Hazardous Communication Program and proper bloodborne pathogen procedures using an established program, or shall be immediately supervised by an employee so trained and qualified.

Only assigned personnel will be permitted on CITY premises. A list of employees and potential employees, which includes dates of birth, social security numbers, and valid IDs shall be submitted to the Building Maintenance Manager. CONTRACTOR shall provide Department of Justice background checks on all employees proposed for work assignment at the Police Department. CITY reserves the right to conduct background checks and reject any employee that represents a liability or potential liability. All CONTRACTOR employees shall display identification cards or uniform shirts that include their name and company at all times.

CONTRACTOR'S employees are required to provide service in such a way as to not interfere with CITY activities. A schedule of CITY activities will be supplied to the CONTRACTOR monthly or more frequently, as necessary.

CONTRACTOR shall establish and implement methods of ensuring that keys are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Lost keys shall be reported immediately to the Building Maintenance Manager. Costs associated with key replacement and/or re-keying locks because of a lost key will be the sole responsibility of CONTRACTOR.

**6. SUBCONTRACTORS:**

CONTRACTORS shall not assign, transfer, or enter into any subcontract under this Agreement, nor any part thereof, without first obtaining the written consent of the Building Maintenance Manager or his/her designee. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed by CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work shall be considered employees of CONTRACTOR. CITY shall communicate directly with and shall make all payments to CONTRACTOR.

**7. MATERIALS:**

CITY shall provide CONTRACTOR toilet tissue, paper towels, trash can liners, hand soap, toilet seat covers, and cleaning equipment. CONTRACTOR shall provide all cleaning agents/chemicals. All cleaning supplies shall be approved by CITY prior to use. CONTRACTOR may consult with CITY on specific materials currently in use by CITY. All cleaning products used by CONTRACTOR must comply with current "Green" standards and requirements.

CONTRACTOR shall submit to CITY twelve (12) copies of MSDS data sheets for all CITY-approved CONTRACTOR-supplied materials and cleaning products in use by CONTRACTOR.

**8. STANDARDS OF PERFORMANCE:**

CONTRACTOR shall ensure that CITY buildings are continually maintained in a manner consistent with highest industry standards and shall provide regular and systematic inspections by its own supervisory personnel of all premises where services are performed. Written documentation of inspections must be maintained by CONTRACTOR and may be reviewed by CITY upon request.

Performance standards shall include, but not be limited to:

1. The absence of litter or undesirable debris;
2. The absence of dust on surfaces;
3. The complete, comprehensive and thorough cleaning of any item, including corners, inside, outside, top and bottom, under and over all surfaces;
4. The absence of surface marks, spills spots, marks, soil or other residue;
5. The absences of soil, wax or other buildup;
6. The absence of germs, bacteria, fungus, molds and other sources of infections; and
7. The immediate reporting to Building Maintenance staff of all problems that require repair.

**9. RECORD KEEPING:**

CONTRACTOR shall document and record all work performed other than daily services, showing date of performance, area where work was performed, and percentage of work performed. Records will be made available to the Building Maintenance Manager upon request.

**10. SUPERVISION:**

CONTRACTOR agrees that its performance of each of the provisions of this Agreement shall be to the standards set by CITY's Building Maintenance Manager or his/her designee to insure cleanliness, health, and sanitation within CITY. All work shall be done in a thorough and professional manner in accordance with generally accepted business practices in the industry. CONTRACTOR shall designate a contact person to be available daily during business hours, as well as a contact person(s) to be available daily during off-hours for emergencies.

**11. SAFETY; ACCIDENTS; EQUIPMENT SAFETY:**

CONTRACTOR shall post proper signage around all maintenance activities and ensure safe work sites. Restrooms must be closed to the public during maintenance activities.



Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to CITY's Building Maintenance Manager or his/her designee. The CITY Building Maintenance Manager or his/her designee shall receive a copy of any written reports of incidents on CITY property.

CONTRACTOR shall protect public and private utilities from damage, including all water, sewer, gas, or other conduits, all hydrants, and all other property that could become damaged during the process of providing these services.

**12. HOLIDAYS:**

Janitorial services will not be required on the following official CITY holidays in any building except the Police Station, which is open on all holidays and will require service:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day (NOTE: Recreation Center/Senior Wing restrooms and trash receptacle require service on Independence Day.)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

**13. LIQUIDATED DAMAGES:**

When CONTRACTOR fails to perform the services required in this agreement as specified, CITY shall have been damaged by that lack of performance. CONTRACTOR shall agree to the following liquidated damages:

1. If CONTRACTOR personnel fail to report for duty and complete tasks on days defined in the Service Schedule in section 3, CITY will enforce liquidated damages of one-hundred dollars (\$100) per occurrence to be deducted from the monthly invoice. CONTRACTOR will be notified by telephone or email within twenty-four (24) hours of failure to report and assessment of liquidated damages.
2. If CONTRACTOR fails to perform any required service or any part of a required service, CONTRACTOR will be notified by telephone or email within twenty-four (24) hours of the failure to perform and performance will be required within twenty-four hours after receipt of such telephone call or email. If the contracted service does not occur within twenty-four (24) hours after receipt of such

telephone call or email, CITY will be damaged and liquidated damages of one-hundred dollars (\$100) per occurrence will be deducted from the monthly invoice. Liquidated damages of one-hundred dollars (\$100) per occurrence will continue to be assessed per day until the required service is performed.

**14. CITY RESPONSIBILITIES:**

CITY shall manage its building and facilities operations. CITY shall maintain adequate emergency backup supply and stock of toilet tissue, paper towels, trash can liners, hand soap, and toilet seat covers.

**15. LAWS AND REGULATIONS:**

CONTRACTOR acknowledges that it has knowledge of all provisions of all Federal, State, and local laws, ordinances, and regulations pursuant to performing the work, and CONTRACTOR agrees to observe all of the terms of all applicable laws and ordinances that may hereafter be in effect, and all amendments thereto, and agrees to observe such regulations as they may be enacted by City Council during the term of the Agreement.

**16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:**

CONTRACTOR shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorney fees, and costs of defense which may be caused by CONTRACTOR's performance of the work, whether such performance be by its employees or agents, its subcontractor(s), or anyone directly or indirectly employed by CONTRACTOR or its subcontractors and whether such damage shall accrue or be discovered before or after termination of the Agreement. Full insurance and indemnity requirements are included in the Agreement for Janitorial Services.

**ATTACHMENT:**

Exhibit A – City of Foster City Janitorial Services Scope of Work

Exhibit B – Agreement for Janitorial Services (draft)

## Exhibit A - City of Foster City Janitorial Services Scope of Work

1

### Facilities:

- RC: Recreation Center, 650 Shell Boulevard
- CC: Community Center, 1000 E. Hillsdale Boulevard (Second Floor)
- VT: The VIBE Teen Center, 670 Shell Boulevard
- GC: Government Center (City Hall 610 Foster City Boulevard., Council Chambers 620 Foster City Boulevard, Police Station 1030 E. Hillsdale Boulevard, Corporation Yard 100 Lincoln Centre Drive
- LI: Foster City Library, 1000 E. Hillsdale Boulevard (First Floor)
- FS: Fire Station, 1040 E. Hillsdale Boulevard

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
RC Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
RC Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B			C
RC Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
RC Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
RC Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
RC Restrooms	Air Vents (lower than 10')	a. Dust and Clean			A		
RC Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
RC Kitchens	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Kitchens	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Kitchens	Soap and Paper Towel Dispensers	a. Refill as needed	A				
RC Kitchens	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher)		A			
RC Kitchens	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
RC Kitchens	Air Vents (less than 10'), thresholds, grease traps, and grills	a. Clean				A	
RC Kitchens	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Machine scrub tile floors	A			B C	
RC Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Offices	Furniture (desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
RC Offices	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas if needed	A	B			C
RC Offices	Doors, windows, ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
RC Offices	Light switches, and door handles	a. Dust and disinfect		A			
RC Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Lobby, Common	Furniture	a. Dust; place in correct locations		A			
RC Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors if needed	A	B		C	D
RC Lobby, Common	Windows and glass doors	a. Spot clean all glass	A				
RC Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A		B		
RC Ceramics	Counters, sinks, and fixtures	a. Damp wipe	A				
RC Ceramics	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Ceramics	Doors, ceilings, and walls	a. Remove all marks and cobweb			A		
RC Ceramics	Floors	a. Sweep, dust mop and/or damp mop floors b. Wet mop floor with hot water only	A	B			
RC Ceramics	Windows	a. Spot clean interior glass b. Remove all cobwebs	A		B		
RC Ceramics	Air vents (under 10'), thresholds, and clay trap	a. Clean out clay trap as needed b. Clean air vents and thresholds			A	B	
RC Classrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Classrooms	Floors	a. Sweep, dust mop all hard floors; vacuum carpeted areas as needed (around furniture if needed) b. Damp/wet mop floors c. Machine scrub all tile floors	A	B			C
RC Classrooms	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed		A			
RC Classrooms	Windows	a. Spot clean glass and remove all cobwebs		A			
RC Classrooms	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
RC Classrooms	Soap and paper towel dispensers	a. Refill as needed	A				
RC Classrooms	Air vents(under 10') and thresholds	a. Clean			A		
RC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
RC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
RC Janitorial, Mechanical	Wastebaskets/Trash	a. Remove trash	A				
RC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	X				
RC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
RC Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
RC Lagoon Rm	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
RC Lagoon Rm	Windows	a. Spot clean glass and remove all cobwebs		A			
RC Lagoon Rm	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
RC Lagoon Rm	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed		A			
RC Lagoon Rm	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors	A	B			
CC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
CC Restrooms	Urinal deodorant screens	a. Install	A				
CC Restrooms	Walls, doors, partitions, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc		A			



# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B		C	
CC Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
CC Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
CC Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
CC Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
CC Wind Room + Kitchenette	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
CC Wind Room + Kitchenette	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Wind Room + Kitchenette	Soap and Paper Towel Dispensers	a. Refill as needed	A				
CC Wind Room + Kitchenette	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances		A			
CC Wind Room + Kitchenette	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc		A			
CC Wind Room + Kitchenette	Floors	a. Wet mop b. Degrease and mop with disinfectant	A		B		
CC Patio	Floors	a. Sweep patio floor		A			
CC Patio	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Patio	Windows and glass doors	a. Spot clean glass as needed if smudged or dirty		A			

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Office (not Village office)	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Office (not Village office)	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture	A	B			
CC Office (not Village office)	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs b. Clean entrance glass doors		A	B		
CC Office (not Village office)	Light switches and door handles	a. Dust and disinfect		A			
CC Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
CC Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
CC Entry, Lobby, Common	Elevators	a. Sweep floor; Damp wipe and polish walls and doors		A			
CC Entry, Lobby, Common	Staircases and railings	a. Sweep, dust, and wipe all staircase areas, including all railings and areas around and underneath stairs b. Dust and wet mop		A	B		
CC Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. <i>Clean exterior</i>	A			B	C-1x/year
CC Entry, Lobby, Common	Doors, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Class / Meeting Rooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
CC Class / Meeting Rooms	Floors	a. Sweep, dust mop all hard floors; vacuum carpeted areas as needed b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C	D
CC Class / Meeting Rooms	Furniture	a. Dust and place furniture in correct locations		A			
CC Class / Meeting Rooms	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			
CC Class / Meeting Rooms	Windows	a. Spot clean all glass b. Clean interior c. <i>Clean exterior</i>	A			B	C-1x/year
CC Class / Meeting Rooms	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
CC Class / Meeting Rooms	Soap and paper towel dispensers	a. Refill as needed	A				
CC Class / Meeting Rooms	Air vents and thresholds	a. Clean			A		
CC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
CC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
CC Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
CC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
CC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
CC Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
VT Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
VT Restrooms	Urinal deodorant screens	a. Install	A				
VT Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B	C		
VT Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
VT Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
VT Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
VT Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
VT Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
VT Restrooms	Air Vents and thresholds	a. Clean			A		
VT Kitchen	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
VT Kitchen	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Kitchen	Soap and Paper Towel Dispensers	a. Refill as needed	A				
VT Kitchen	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A B			
VT Kitchen	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
VT Kitchen	Air Vents, thresholds, grease traps, and grills	a. Clean				A	
VT Kitchen	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Deep scrub	A		B	C	
VT Office, Conference, Study	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles. Empty recycling containers	A				
VT Office, Conference, Study	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
VT Office, Conference, Study	Floors	a. Vacuum as needed b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B		C	
VT Office, Conference, Study	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs b. Clean HVAC vent and ceiling tiles		A	B		
VT Office, Conference, Study	Light switches, and door handles	a. Dust and disinfect		A			
VT Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Entry, Lobby, Common	Furniture	a. Dust; place in correct locations b. Vacuum upholstered furniture		A	B		

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
VT Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo, extract carpeted floors	A	B		C D	
VT Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior	A			B	
VT Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors b. Remove all marks and cobwebs as needed	A	B			
VT Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
VT Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
VT Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
VT Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately	A				
VT Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
VT Janitorial, Mechanical	Air vents and thresholds	a. Clean				A	
VT Activity	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
VT Activity	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors c. Machine buff tile floors	A	B		C	
VT Activity	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			



# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
VT Activity	Windows	a. Spot clean glass and remove all cobwebs b. Clean interior		A		B	
VT Activity	Counters, sinks, and fixtures	a. Damp wipe b. Clean and sanitize sinks and fixtures	A	B			
VT Activity	Paper towel and soap dispensers	a. Refill as needed	A				
VT Activity	Air vents and thresholds	a. Clean				A	
GC Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
GC Restrooms	Urinal deodorant screens	a. Install	A				
GC Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B		C	
GC Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
GC Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
GC Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
GC Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
GC Restrooms	Paper towel, seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
GC Restrooms	Air Vents (under 10') and thresholds	a. Clean			A		
GC Lunchroom	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
GC Lunchroom	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Lunchroom	Soap and Paper Towel Dispensers	a. Refill as needed	A				

# Exhibit A - City of Foster City Janitorial Services Scope of Work

12

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
GC Lunchroom	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A	B		
GC Lunchroom	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
GC Lunchroom	Air Vents, thresholds, grease traps, and grills	a. Clean				A	
GC Lunchroom	Floors	a. Wet mop b. Degrease and mop with disinfectant c. Strip and wax	A		B	C	
GC Conference	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Conference	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
GC Conference	Floors	a. Vacuum b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B			C
GC Conference	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed b. Clean HVAC vent and ceiling tiles as needed		A	B		
GC Conference	Light switches and door handles	a. Dust and disinfect		A			
GC Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Entry, Lobby, Common	Furniture	a. Dust; place in correct locations b. Vacuum upholstered furniture		A	B		
GC Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				

# Exhibit A - City of Foster City Janitorial Services Scope of Work

13

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
GC Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
GC Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C
GC Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
GC Entry, Lobby, Common	Elevator	a. Sweep floor; Damp wipe and polish walls and doors		A			
GC Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
GC Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
GC Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
GC Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
GC Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
GC Janitorial, Mechanical	Air vents (under 10') and thresholds	a. Clean				A	
GC Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Offices	Floors	a. Sweep, dust mop all hard floors b. <i>Vacuum carpet</i> c. Damp/wet mop floors	A B	C			

# Exhibit A - City of Foster City Janitorial Services Scope of Work

14

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
GC Offices	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			
GC Offices	Furniture	a. Dust; place in correct locations		A			
GC Offices	Windows	a. Spot clean glass and remove all cobwebs b. Clean interior c. Clean exterior		A		B	C
GC Locker (CY/PD)	Floors	a. Sweep and mop floors	A				
GC Locker (CY/PD)	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
GC Locker (CY/PD)	Lockers	a. Wipe down top of lockers				A	
LI Restrooms	Sinks, toilets, urinals, partitions, countertops, and plumbing	a. Clean and disinfect	A				
LI Restrooms	Urinal deodorant screens	a. Install	A				
LI Restrooms	Floors	a. Sweep b. Damp/Wet mop with warm water and cleaner c. Machine scrub floors	A	B	C		
LI Restrooms	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Restrooms	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
LI Restrooms	Mirrors	a. Clean mirrors to be streak free	A				
LI Restrooms	Chrome/Stainless (door handles, rails, etc.)	a. Clean and polish	A				
LI Restrooms	Sanitary Dispensers	a. Clean, disinfect, deodorize interior and exterior; empty and replace disposal bags as needed	A				
LI Restrooms	Paper towel (Staff Restroom only), seat covers, soap, and toilet paper dispensers	a. Refill as needed	A				
LI Restrooms	Air Vents (under 10') and thresholds	a. Clean			A		

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Lunchroom	Sinks, counters, and fixtures	a. Clean, sanitize, and polish	A				
LI Lunchroom	Wastebaskets/Trash	a. Empty/clean/ reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Lunchroom	Soap and Paper Towel Dispensers	a. Refill as needed	A				
LI Lunchroom	Cabinets and appliances	a. Damp wipe cabinet fronts and pulls, towel dispensers, and appliances (exterior of refrigerator, freezer, stove, microwave, oven, dishwasher) b. Damp wipe interior of stove, microwave, and oven		A	B		
LI Lunchroom	Walls, doors, and ceilings	a. Spot clean; remove fingerprints, smudges, cobwebs, etc.		A			
LI Lunchroom	Air Vents (under 10'), thresholds	a. Clean				A	
LI Lunchroom	Floors	a. Vacuum and wet mop b. Degrease and mop with disinfectant	A		B		
LI Conference, Meeting	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Conference, Meeting	Furniture (including desks, chairs, tables, cabinets, etc., without disturbing paperwork)	a. Dust and place furniture in correct locations		A			
LI Conference, Meeting	Floors	a. Vacuum b. Vacuum entire carpeted area including under/around furniture c. Shampoo, extract traffic carpet areas	A	B		C	
LI Conference, Meeting	Doors, windows, ledges, ceilings, and walls	a. Remove all marks and cobwebs as needed b. Clean HVAC vent and ceiling tiles as needed		A	B		
LI Conference, Meeting	Light switches and door handles	a. Dust and disinfect		A			
LI Entry, Lobby, Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Entry, Lobby, Common	Furniture	a. Dust and wiped down with disinfectant; place in correct locations b. Vacuum upholstered furniture	A		B		

# Exhibit A - City of Foster City Janitorial Services Scope of Work

16

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Entry, Lobby, Common	Drinking Fountains	a. Clean, disinfect, and polish	A				
LI Entry, Lobby, Common	Floors	a. Sweep, dust mop all hard floors; vacuum traffic carpeted areas b. Damp/wet mop floors c. Machine scrub all tile floors d. Shampoo and extract carpeted floors	A	B		C D	
LI Entry, Lobby, Common	Windows and glass doors	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C
LI Entry, Lobby, Common	Doors, window ledges, ceilings, and walls	a. Clean entrance glass doors as needed b. Remove all marks and cobwebs as needed	A	B			
LI Janitorial, Mechanical	Closets	a. All closets shall be kept clean and neatly arranged. Tools and supplies should be properly stored	A				
LI Janitorial, Mechanical	Mops	a. Empty and clean mop buckets. Sanitize mop heads and hang up to dry	A				
LI Janitorial, Mechanical	Trash Cans	a. Remove trash	A				
LI Janitorial, Mechanical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
LI Janitorial, Mechanical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
LI Janitorial, Mechanical	Air vents (Under 10')and thresholds	a. Clean				A	
LI Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
LI Offices	Floors	a. Vacuum carpet	A				
LI Offices	Doors, windows ledges, ceilings, and walls	a. Remove all marks and cobwebs		A			
LI Offices	Furniture	a. Dust; place in correct locations		A			

# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
LI Offices	Windows	a. Spot clean all glass b. Clean interior c. Clean exterior	A			B	C

Per the terms of the Request for Proposal, the Cost for the Fire Station Administration Scope of Work that follows must be presented separately.

Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
FS Entry/ Common	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Entry/ Common	Furniture	a. Vacuum upholstered furniture			A		
FS Entry/ Common	Floors	a. Vacuum carpeted area b. Shampoo and extract carpeted floors	A-3x/week			B	
FS Entry/ Common	Swinging door, counter, door jambs, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Entry/ Common	Elevator	a. Sweep floor; b. Damp wipe and polish walls and doors		A			
FS Entry/ Common	Windows (interior)	c. Spot clean all glass d. Clean both interior sides		A	B		
FS Pole / Electrical	Trash Cans	a. Remove trash	A				



# Exhibit A - City of Foster City Janitorial Services Scope of Work

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Area	Item	Work Description	Daily	Weekly	Monthly	Quarterly	Semi-Annual
FS Pole / Electrical	Safety Hazards	a. Report safety hazards immediately. Keep MSDS records	A				
FS Pole / Electrical	Floors	a. Sweep and mop floors. Change mop heads as needed		A			
FS Pole / Electrical	Air vents (under 10') and thresholds	a. Clean				A	
FS Offices	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Offices	Floors	a. Vacuum carpeted area b. Shampoo and extract carpeted floors	A-3x/week			B	
FS Offices	Desks, Doors, windows, ledges, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Offices	Windows	a. Spot clean glass and remove all cobwebs b. Clean interior c. Clean exterior		A	B		C
FS Storage / Locker	Wastebaskets/Trash	a. Empty/clean/reline trash receptacles; empty recycling containers b. Wash and disinfect receptacles (interior and exterior)	A		B		
FS Storage / Locker	Floors	a. Sweep, dust mop all hard floors b. Damp/wet mop floors	A-3x/week	B			
FS Storage / Locker	Doors, windows ledges, ceilings, and walls	a. Wipe down flat surfaces b. Remove all marks and cobwebs as needed	A	B			
FS Storage / Locker	Furniture	a. Dust; place in correct locations		A			

AGREEMENT FOR PRODUCTS AND/OR SERVICES  
FOR  
CITY-WIDE JANITORIAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Foster City hereinafter called "CITY" and \_\_\_\_\_ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONTRACTOR to provide a product and/or services to the CITY;
- B. That CONTRACTOR is qualified to provide the product and/or services to the CITY and;
- C. That the CITY has elected to engage CONTRACTOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by CONTRACTOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- B. Product. The product to be supplied by CONTRACTOR under this Agreement is set forth in Exhibit A which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Timely delivery of the product specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon October 1, 2019 and shall expire upon September 30, 2020. The contract

term may be renewed at the CITY's discretion for up to four (4) one-year (12 months) increments.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. CITY shall compensate CONTRACTOR for any product delivered and/or for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONTRACTOR for all products supplied or services performed by CONTRACTOR hereunder as shown in Exhibit B attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder for routine service shall not exceed the amounts identified in Exhibit B, attached hereto.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon CONTRACTOR meeting contract milestones as defined in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by CITY's City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be

available to CITY for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY
8. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the CITY is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the CITY.
9. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to CITY of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify CITY and

Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit D, or equivalent, furnish CITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, CONTRACTOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing the additional insured coverage under CONTRACTOR's insurance policy shall be primary and non-contributory insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for

the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONTRACTOR/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

12. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or



recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. Notice. All notices required by this Agreement shall be given to the CITY and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attn: Kurt Zander, Building/Vehicle Maintenance Manager

CONTRACTOR: Name  
Address  
City, State, Zip  
Attn: \_\_\_\_\_  
Email Address: \_\_\_\_\_

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated

settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

20. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A, B C, D, and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Hindi, Mayor

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, City Attorney

CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title of CONTRACTOR  
Authorized to Sign

**EXHIBIT A**  
**SCOPE OF WORK and SCHEDULE**  
**FOR**  
**CITY-WIDE JANITORIAL SERVICES**

**Scope of Deliverables:**

**Scope of Services:**

**Project Schedule**

## EXHIBIT B

### CONTRACTOR'S FEES and PAYMENT MILESTONES

#### Summary

#### Total Contract Services

#### Itemized Fees

#### Janitorial Services

#### Project Payment Schedule

#### Monthly

#### Milestone

#### Amount of Payment

Monthly Invoice

Should the CITY exercise its option to extend the term of the Agreement for any of the additional year-long extensions, pursuant to Section 2 of the Agreement, the not-to-exceed compensation paid to CONTRACTOR for routine service shall increase 3% and the itemized fees for emergency and additional work shall each increase 3%.

**EXHIBIT C**  
**ADDITIONAL TERMS and CONDITIONS**

NONE

## EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**

**610 Foster City Boulevard, Foster City, CA 94404**

**Attention:** \_\_\_\_\_

**Contract Administrator**

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	<b>Other:</b>		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		Insurer	Policy No.
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	<b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE: ( )** \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_

**Exhibit E**  
**SPECIAL TERMS and CONDITIONS**

- All janitorial staff servicing City facilities must be fingerprinted for the purpose of doing a background check prior to entering any buildings. This fingerprinting will be done through the Foster City Police Department at the CONTRACTOR's cost. All employees assigned to the contract must, prior to beginning of work, pass a criminal background check and be fingerprinted. Assignment of employees who fail the check or are fingerprinted prior to assignment will constitute a breach of contract.
- Any janitorial staff members entering or servicing the Police Station must be made available to complete Security and Awareness Training provided by CITY and complete all necessary documentation identified by CITY as necessary to comply with California Law Enforcement Telecommunications System (CLETS) regulations.
- Key access to the Police Station will not be given to the janitorial contractor. Janitorial Staff must check in with Police Department staff to be granted access to the building.





DATE: August 5, 2019

TO: President and Members of the Estero Municipal Improvement District (EMID) Board of Directors

VIA: Jeff Moneda, District Manager

FROM: Norm Dorais, Public Works Director/City Engineer

SUBJECT: MERGER OF REMOVE AND RECOAT WATER TANKS PROJECT (CIP 405-660), WATER QUALITY DOSING AND TANK IMPROVEMENTS PROJECT (CIP 405-670), AND SEISMIC RETROFIT AT WATER TANKS 1, 2, AND 3 PROJECT (CIP 405-688) INTO A SINGLE CIP; RENAMING THEM WATER TANK IMPROVEMENTS PROJECT (CIP 405-660); AND AWARD OF CONSULTANT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH MURRAYSMITH, INC. FOR CIP 405-660

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### RECOMMENDATION

It is recommended that the Board of Directors of the Estero Municipal Improvement District (EMID) adopt the attached resolution authorizing:

1. The merger of CIP 405-660, CIP 405-670, and CIP 405-688 into a single Capital Improvement Project, CIP 405-660, and renaming CIP 405-660 to Water Tank Improvements Project; and
2. The combining of the funds in the amount of \$2,550,000 held in Account No. 405-0910-660-4251, \$250,000 held in Account No. 405-0910-670-4251 and \$300,000 held in Account No. 405-0910-688-4251 into Account No. 405-0910-660-4251; and
3. The President to execute an agreement with Murraysmith, Inc. in the amount of \$393,013 for professional engineering services for CIP 405-660; and

4. A project contingency in the amount of \$40,000 with authority given to the District Manager to execute contract amendments up to the contingency amount.

## EXECUTIVE SUMMARY

CIP 405-660, CIP 405-670, and CIP 405-688 address various water quality, seismic, and coating improvements for EMID's three (3), welded-steel water storage tanks. Staff recommends combining the projects into a single capital improvement project for efficient design, bidding, and construction minimizing impacts to operations. The consultant agreement will provide for engineering design services and construction support services to refurbish and perform necessary improvements to the water storage tanks. Murraysmith, Inc. was selected from five (5) firms that submitted proposals. Fees in the amount of \$393,013 have been negotiated and determined reasonable based upon the scope of services. Combined funding in the amount of \$3,100,000 is available from the three (3) approved project budgets. With the execution of the agreement, Murraysmith, Inc. will prepare a preliminary design report consisting of one or more technical memorandums in preparation of construction documents.

## BACKGROUND

EMID provides water service to the City of Foster City and the Mariner's Island portion of the City of San Mateo. EMID's water system includes four (4) water storage tanks. Tanks 1, 2, and 3 are 30-feet tall, 153-feet diameter, welded steel tanks that can store up to four (4) million gallons of water in each tank. Tanks 1, 2, and 3 were constructed in 1966, 1973, and 1992, respectively. Tank 4, constructed in 2005, is a 32-feet tall, 200-feet diameter, concrete tank with a storage capacity of eight (8) million gallons.

**CIP 405-660** consists of refurbishing the District's three (3) steel tanks, repairing and replacing corroded steel, and applying a new coating to the interior and exterior surfaces. The steel water storage tanks were last refurbished in 2004. The typical useful life of tank coatings in a corrosive environment such as the Bay is 10 to 15 years.

**CIP 405-670** consists of installing water mixing devices inside tanks 1, 2, and/or 3 and/or a water dosing (chemical injection station) at Tank 4 in order to prolong water quality within the tanks and system-wide. This project addresses EMID's goal of maximizing the water storage capacity in all four (4) tanks to meet fire suppression and customer reserves while maintaining high-quality water. EMID purchases water treated with a disinfectant agent (chloramine) from the San Francisco Public Utilities Commission (SFPUC). The aging of water and higher water temperatures are factors causing the disinfectant degradation. Successful water conservation efforts have reduced water demand and increased the length of time water remains in the storage tanks unused.

Water temperature near the top of a water tank is typically higher than the water temperature near the bottom of the tank. Installing water mixers within each tank would circulate the water to reduce the higher water temperatures and the rate of degradation of the disinfectant agent. A water dosing system (chemical injection station), which injects a disinfectant agent into the water system as needed to maintain disinfectant residuals, will also be evaluated.

**CIP 405-688** consists of the installation of flexible couplings on the drainpipes of Tanks 1 and 2 to address seismic improvements needed, based on a seismic vulnerability assessment performed by G&E Engineering Systems, Inc. in 2013.

**Consultant Selection Process:** At its February 19, 2019 EMID Board meeting, the EMID Board adopted Resolution No. 3462 authorizing staff to issue the Request for Proposal (RFP) to provide professional engineering services for the three (3) projects and initiate the consultant selection process.

The RFP was posted on the Foster City website and was distributed to several consulting firms. EMID received five (5) proposals from the following firms:

- Murraysmith, Inc.
- Infrastructure Engineering Corporation
- Waterworks Engineers, Inc.
- SRT Consultants, Inc.
- Lee & Ro, Inc.

An evaluation committee consisting of staff members from the Public Works Engineering and Maintenance Divisions reviewed the proposals. After the qualification-based selection process, Murraysmith, Inc. was determined to be the most qualified firm for the project. Murraysmith, Inc. is a well-established company with significant experience performing similar work on similar projects. Other agencies had very positive comments about their performance and work product.

## ANALYSIS

Staff negotiated the scope of services, schedule and fees and determined each was reasonable. A contingency in the amount of \$40,000 is recommended to mitigate unforeseen tasks or for other additional services that may be required.

The scope of services for this project includes the preparation of a preliminary design report consisting of various technical memorandums outlining the recommendations for the extent of the repair and recoating for the tank refurbishment; identifying which water quality improvements should be installed (i.e., a water dosing system and/or water

mixing devices); and recommending the preferred seismic retrofit option for the tanks' drainpipes. In addition, the consultant shall provide the necessary engineering services to prepare the plans, specifications, and construction costs estimates for the projects, as well as provide support during bidding and construction.

CIP 405-660, CIP 405-670, and CIP 405-688 address refurbishment and improvements at EMID's three (3), welded-steel water tanks. Combining the three (3) projects into a single capital improvement project will have the following benefits:

- Reduce the impacts to water service operations (i.e., the number of times that each water tank is removed from service during inspection and again during construction).
- Allow the design and construction to be delivered more efficiently from an administrative, technical, and operational perspectives.
- Eliminate potential scheduling conflicts between multiple contractors working on site simultaneously.
- Reduce the time required to deliver the projects by avoiding the need to sequence work to avoid contractor scheduling conflicts (which is consistent with the City of Foster City's 2019-2021 City Council Strategic Focus Area Implementation Plan).

#### FISCAL IMPACT

It is requested that the funding for the following projects be combined into one capital improvement project, the Water Tank Improvements Project (CIP 405-660), and the funds combined into one account as follows:

<b>CIP #</b>	<b>Project Name</b>	<b>Account Number</b>	<b>Approved Project Budget</b>
405-660	Remove & Recoat Water Tanks Water Quality Dosing and Tank Improvements Seismic Improvements at Tanks 1, 2, and 3	405-0910-660-4251	\$2,550,000
405-670		405-0910-670-4251	\$ 250,000
405-688		405-0910-688-4251	\$ 300,000
<b>405-660</b>	<b>Water Tank Improvements</b>	<b>405-0910-660-4251</b>	<b>\$3,100,000</b>

Funding in the amount of \$3,100,000 will be available for design and construction of the combined project. Design is expected to be complete by early 2020, followed by bidding and construction. It is anticipated that additional funding may be needed for construction. A request for an additional funding appropriation for construction will be brought to the EMID Board for consideration at the time of the award (late Spring

2020).

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT DIRECTING STAFF TO MERGE (CIP 405-660) REMOVE AND RECOAT WATER TANKS PROJECT, (CIP 405-670) WATER QUALITY DOSING AND TANK IMPROVEMENTS PROJECT, AND (CIP 405-688) SEISMIC RETROFIT AT WATER TANKS 1, 2, AND 3 PROJECT INTO A SINGLE CIP; RENAMING THEM (CIP 405-660) WATER TANK IMPROVEMENTS PROJECT; AND AUTHORIZING THE PRESIDENT TO EXECUTE AN AGREEMENT WITH MURRAYSMITH, INC. IN THE AMOUNT OF \$393,013 FOR PROFESSIONAL ENGINEERING SERVICES FOR CIP 405-660

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, funding in the amount of \$50,000 was approved in the FY 2016-2017 budget and \$2,500,000 was approved in the FY 2018-2019 budget for CIP 405-660; and

WHEREAS, funding in the amount of \$250,000 was approved in the FY 2017-2018 budget for CIP 405-670; and

WHEREAS, funding in the amount of \$300,000 was approved in the FY 2019-2020 budget for CIP 405-688; and

WHEREAS, combining CIP 405-660, CIP 405-670, CIP 405-688 into a single Capital Improvement Project will reduce the impacts to water service operations; reduce the time required to deliver the projects; and allow for the design and construction to be implemented more efficiently; and

WHEREAS, combining the funds held in Account No. 405-0910-660-4251 (CIP 405-660), with the funds held in Account No. 405-0910-670-4251 (CIP 405-670) and Account No. 405-0910-688-4251 (CIP 405-688) and renaming the combined project CIP 405-660 Water Tank Improvements Project will simplify the project administration; and

WHEREAS, Resolution No. 3462, approving the issuance of a Request for Proposal to provide professional engineering services for (CIP 405-660) Remove and Recoat Water Tanks Project, (CIP 405-670) Water Quality Dosing and Tank Improvements Project, and (CIP 405-688) Seismic Retrofit at Water Tanks 1, 2, and 3 Project was adopted by the EMID Board of Directors on February 19, 2019; and

WHEREAS, the Request for Proposal was advertised and five (5) consulting engineering firms submitted proposals; and

WHEREAS, after a qualification-based selection process, Murrraysmith, Inc. was selected by reason of their experience performing similar work on similar projects and the positive recommendations of other agencies; and

WHEREAS, the terms and fees of the consultant agreement have been negotiated and determined reasonable based on the scope of services to be provided; and

WHEREAS, total funding in the amount of \$3,100,000 is available for the design and construction of the combined project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby authorize:

1. Merger of CIP 405-660, CIP 405-670 and CIP 405-688 into a single Capital Improvement Project, CIP 405-660, and renaming them CIP 405-660 Water Tanks Improvement Project; and
2. Combine the funds in the amount of \$2,550,000 from Account No. 405-0910-660-4251, \$250,000 held in Account No. 405-0910-670-4251, and \$300,000 held in Account No. 405-0910-688-4251; and
3. The President to execute an agreement with Murraysmith, Inc. in the amount of \$393,013 for professional engineering services for CIP 405-660; and
4. A project contingency in the amount of \$40,000 with authority given to the District Manager to execute contract amendments up to the contingency amount.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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SAM HINDI, PRESIDENT

ATTEST:

---

PRISCILLA TAM, DISTRICT SECRETARY

PROFESSIONAL SERVICES AGREEMENT  
FOR  
WATER TANK IMPROVEMENTS PROJECT (CIP 405-660)

This Agreement is made and entered into as of the 5<sup>th</sup> day of August, 2019 by and between the Estero Municipal Improvement District hereinafter called "DISTRICT" and Murrysmith, Inc. hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the City of Foster City, hereinafter called "CITY;"
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or



pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of three hundred ninety-three thousand, thirteen dollars (\$393,013), unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by DISTRICT's Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by DISTRICT's Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT

represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions,

officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer 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 he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Estero Municipal Improvement District  
Attention: Glen March, P.E.  
Project Manager  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Phone: 650-286-3588

CONSULTANT: Murraysmith, Inc.  
Attention: Tom Bloomer, P.E., Principal  
Engineer  
3400 Douglas Blvd., Suite 190  
Roseville, CA 95661  
Phone: 916-266-7816

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Hindi, President

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Tam, District Secretary

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, District Legal Counsel

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tom Bloomer, P.E., Principal

EXHIBIT A

SCOPE OF WORK AND SCHEDULE  
FOR  
WATER TANK IMPROVEMENTS PROJECT (CIP 405-660)

A. GENERAL SCOPE OF SERVICES

The scope of work described in this agreement for the Water Tank Improvements Project (CIP 405-660) is comprised of three projects previously identified in EMID's Capital Improvement Program. The three former projects were identified as follows: (1) Remove and Recoat Water Tanks 1, 2, and 3 (CIP 405-660), (2) Water Quality Dosing and Tank Improvement Project (CIP 405-670) and (3) Seismic Improvements at Water Tanks 1, 2, and 3 (CIP 405-688). Below please find a description of each project as it originally appeared.

**Former CIP 405-660 Remove and Recoat Water Tanks 1, 2, and 3 Project:** The project originally addressed the need to refurbish the steel tanks, including repairing and replacing corroded steel and applying a new coating to all or a portion of the tanks. The steel water storage tanks were last refurbished in 2004. The useful life of typical coating on tanks constructed in the corrosive environment adjacent to the Bay is 10 to 15 years. Inspection shows spot corruptions on the exterior of all three steel tanks. CONSULTANT shall determine the extent of corrosion and the appropriate repair methods.

**Former CIP 405-670:** This former project addressed EMID's goal of maintaining the water in the storage tanks at or near full capacity for fire suppression and customer reserves while maintaining water quality. EMID purchases water treated with a disinfectant agent (chloramine) from the San Francisco Public Utilities Commission (SFPUC). EMID does not perform any water treatment.

The aging of water and higher water temperatures (greater than 43° F) are factors that increase the activity of bacteria in the water system and cause the degradation of the disinfectant. Successful water conservation efforts have reduced water demand; therefore, water remains in the water tanks for longer periods as water in the tanks is maintained at full capacity.

Water temperatures near the top of a water tank are typically higher than the water temperatures near the bottom of the water tank (thermal stratification). Installing water mixers to circulate the higher temperature water near the top of the water tanks with the lower temperature water near the bottom of the tanks will achieve more consistent and lower water temperatures.

Consultant shall provide recommendations to install supplemental water treatment system, water mixing devices, or other devices to maintain high water quality. CONSULTANT shall review EMID's operations and make recommendations, if any, to improve water quality.



**Former CIP 405-688 Seismic Improvements at Water Tanks 1, 2, and 3:** The former project addressed implementing one of the two recommendations described in G & E's report for seismically retrofit the existing drain pipes on Tanks 1 and 2. The consultant (G&E) recommended installing expansion (seismic) fittings on the existing drain pipe or installing a new drain pipe with an expansion (seismic) fittings pipes at the side of the tanks.

## II. TASK ORDER AGREEMENT

The scope of services is divided into the following seven (7) tasks.

- (1) Project Management
- (2) Conduct Preliminary Engineering
- (3) Prepare Plans, Specifications, and Estimates
- (4) Provide Bidding Support
- (5) Provide Construction Support
- (6) Prepare Record Drawings
- (7) Perform Warranty Inspections

EMID will issue a Notice to Proceed and authorize work, in writing, for each task. EMID may issue written authorization to proceed for a task prior to the completion of a preceding task. Upon receipt of a written authorization to proceed for each task, CONSULTANT shall begin work on the designated task and diligently execute the work to completion.

CONSULTANT shall use AutoCAD to prepare all engineering drawings.

### TASK 1 – PROJECT MANAGEMENT

In performing the Scope of Services, the CONSULTANT shall, at a minimum, execute the management and project controls described below:

1. CONSULTANT shall designate a Project Manager acceptable to EMID, who will be responsible for the work, developing the engineering work plan, implementing the project management procedures and controls, and maintaining effective communications among the CONSULTANT, EMID, and other involved agencies and organizations for the duration of the project.

If CONSULTANT wishes to propose a substitute at any time during the duration of the project, EMID shall approve CONSULTANT's Project Manager.

2. The working interface between the CONSULTANT and EMID shall be defined as follows:
  - 2.1. Within fifteen (15) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall submit to EMID a final work plan that shall include:
    - a) Description of the CONSULTANT's approach to performing the

- scope of services, including any constraints, specific strategies, or special considerations that apply. (This may be as outlined in the Consultant's proposal).
- b) The roles and responsibilities of the project team members including sub-consultants.
  - c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
  - d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
  - e) A control budget that is supported by monthly cost and resource forecasts for each task.

The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The work plan shall be approved by the EMID project manager and shall provide the basis for determining timeliness and cost effectiveness of the CONSULTANT's execution of the Scope of Services.

2.2. To support each and every invoice, the CONSULTANT shall furnish control reports for each project that shall include the following:

- a) A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
- b) A cost report, for each specific engineer's service, that shows:
  - b.1. The current period and cumulative expenditures to date.
  - b.2. The estimated cost to complete each task.
  - b.3. The estimated date to complete each task.
  - b.4. The approved budget.
  - b.5. A comparison of the estimated cost with the approved budget to show any variance.

Payment shall be made upon the completion of each specific CONSULTANT service as delineated in the project schedule section of the work plan.

- c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the EMID project manager.

2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the EMID project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved format. Failure of the CONSULTANT to submit and update plans

or furnish required reports as directed shall constitute cause for suspension of payment of invoices.

- 2.4. The CONSULTANT shall be available for consultation with the EMID project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect a project's scope, quality, schedule, or cost.
- 2.5. The CONSULTANT shall perform quality assurance/quality control of each deliverable listed in the following tasks.

## TASK 2 – CONDUCT PRELIMINARY ENGINEERING

The purpose of preliminary engineering is to: (a) develop a thorough understanding of EMID's water tanks including operation and maintenance, water quality monitoring, and seismic deficiencies; (b) develop the scope of work for all elements of each project, (c) prepare conceptual construction cost estimates for all elements of each project that will be incorporated into construction contract(s); and (d) develop a strategy and order of work for implementing the work with the least interruption to EMID's water service. At the completion of each tank inspection, one per tank, the CONSULTANT shall be responsible for hiring a qualified contractor to perform the disinfection of the tank, per AWWA C652, prior to the tank going back into service.

Former CIP 405-660 Remove and Recoat Water Tanks 1, 2, and 3

CONSULTANT shall:

- 1) Prior to kick off meeting, create initial project plan sheets for the project plans to use for documenting inspection(s) and investigation(s). At a minimum, create the following sheets: (1) a title sheet, (2) site plan sheet(s) showing all four water storage tanks, fire department tower, and water pump station include existing utilities; (3) water tank sheet(s) for each steel water storage tank which should show a developed elevation of the water storage tank with a plan view of roof.
- 2) Prepare meeting agenda for kickoff meeting, attend kick off meeting, and prepare and distribute meeting minutes within five (5) days after the meeting.
- 3) Interview EMID staff to understand existing conditions of steel tanks and techniques used for interim repairs since previous remove and replace coating project in 2004. Interview EMID staff regarding maintenance and procedures related to tank maintenance.
- 4) Conduct on-site safety meeting prior to each site inspection and investigation.
- 5) Ensure all personnel who access water tank ladders and roofs are properly trained to access the roofs, (including trained in fall protection) and use fall protection equipment meeting current standards when accessing tank roofs.
- 6) Perform field inspections and investigation as necessary to conduct preliminary engineering, including taking photographs, measurements, videos, etc.
- 7) Place marks (stationing) on exterior walls and roofs that correspond to stationing on developed elevations or roof plan view so areas requiring repairs or rehabilitation can be located.
- 8) Test existing cathodic protection system to determine if it is operating as intended,

- including electrical system, and its beneficial life remaining. Identify solution(s) to correct issue(s).
- 9) Review the existing electrical system at water pump station (electrical panel) and corporation yard, if necessary, to determine its capacity for additional circuits to connect new or existing electrical equipment, systems, etc.
  - 10) Identify elements or systems that may not meet current federal, state, and/or local regulations or industry standards and determine solution(s) to correct issue.
  - 11) Identify elements or systems that may not currently function as designed, e.g. telemetry system that transmits water levels to SCADA system, and determine solution(s) to correct issues.
  - 12) Identify type and color of coating material(s) for interior and exterior of water tanks.

Former CIP 405-670 Water Quality Dosing and Tank Improvements Project:

CONSULTANT shall:

- 1) Make recommendation(s) regarding installing water mixers in Tanks 1, 2, and 3
- 2) Make recommendation(s) regarding adding chemical dosing equipment to the system.
- 3) Make recommendation(s) regarding installing other equipment or devices to the steel water tanks to improve water quality.
- 4) If necessary, provide conceptual engineering details and make recommendation(s) regarding adding new roof hatches or modify existing roof hatches to install, maintain, and remove equipment.
- 5) Relocate power source for cathodic protection from Fire Department electrical panel near fire tower to EMID electrical panel at water pump station.
- 6) Modify or replace exterior ladders for roof access to comply with federal and state regulations.
- 7) Interview staff and update documentation for standard operating, inspection, and maintenance procedures, and make recommendations regarding improving standard operating procedures to improve water quality.
- 8) Document tank inspection and maintenance procedures for water quality and provide recommendations regarding regular tank maintenance to improve water quality.

SEISMIC IMPROVEMENTS AT WATER TANKS 1, 2, AND 3 PROJECT (CIP XXX)

CONSULTANT shall:

- 1) Review as-built plans and drain pipe seismic retrofit options provided by G & E Engineering Systems, Inc.;
- 2) Provide conceptual details of each option, and
- 3) Make recommendation(s) regarding implementing most appropriate option.
- 4) Perform disinfection of the tanks and return the tanks to service.

In addition to the above elements, CONSULTANT shall determine if other elements or systems of the steel water tanks need repair or replacement. Those elements or systems (a) may not meet current federal, state, and/or local regulations or industry standards; (b) may not currently function as designed; and/or (c) may have little or no beneficial life remaining shall be reviewed with staff for incorporation into the project.

- Prepare an initial project scoping document of the work identified by EMID staff, listed above, and other items identified by CONSULTANT. Determine which seismic retrofit option to implement. The document shall contain a written description of each item and a construction cost estimate for each item. The cost estimate for each item shall be broken down into bid items. A measurement and payment clauses shall be provided for each bid item. Identify specialty items. Identify final bid items. Identify bid items which are difficult to estimate. The work should be performed at force account and identify an allocation amount. As part of the initial scoping document, provide conceptual designs or detail the scope of work on the base sheets prepared above, as part of the initial project scoping document. After review by EMID, incorporate EMID comments and resubmit.
- Prepare a written document that describes the strategy for implementing the work and order of work for construction, conceptual durations that water tanks will remain out of service, and a list of construction contractual requirements related to time out of service for the water tanks. After review by EMID, incorporate EMID comments and resubmit.
- Approximately one week after submitting all documents, EMID and CONSULTANT staff will meet to discuss the documents. Prior to the meeting, prepare a meeting agenda. Within seven (7) days after the meeting, prepare meeting and distribute minutes.
- Perform quality control review of all submittals.
- Submit all documents 60 calendar days after the Authorization to Proceed for Task 2.
- Resubmit all documents 85 calendar days after the Authorization to Proceed for Task 2.

EMID may reject incomplete submittals or submittals which, in EMID's sole judgement, was not subjected to an adequate quality control review.

Items identified during preliminary engineering may not be incorporated into the final project. The final scoping document, after incorporating EMID comments, shall be the final scope of work for the project(s) and used for preparing the plans, specifications, and estimates.

- Task 2 deliverables include:
  - Kickoff Meeting Agenda and Meeting Minutes (PDF)
  - Initial project plan sheets (PDF)
  - Draft Preliminary Design Report and Cost Estimate (PDF)
  - Review Meeting Agenda and Meeting Minutes (PDF)
  - Final Preliminary Design Report and Cost Estimate (PDF)

### TASK 3 – PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES

Upon receiving written Authorization to Proceed, CONSULTANT shall prepare plans, specifications, and estimates for single construction project, which incorporates all three projects. Consultants work shall conform to the following requirements:

- Prepare plans, specifications, and estimates for a 50% submittal, 90% submittal,

and 100% and final - "For Construction" – submittal, that is, four (4) submittals. The CONSULTANT define each submittal in their proposal as:

- 50% submittal will present the formation of the conceptual design work. All critical design features will be included, but not detailed.
  - Specific details will be placed on the plan sheets that were prepared in Task 1, and sets will be divided into specific types of work (coating, structural seismic, electrical, water quality, etc.)
  - A list of anticipated technical specifications will be provided, with an outline of the critical items to be included.
  - EMID 'front-end' specifications will be reviewed and coordinated
  - The Engineers Estimate of Probable Construction Cost, with 25% contingency will be provided.
  - Third-party work that will be required to support the project, such as PG&E and AT&T, will be identified and coordinated into documents.
  - 50% Deliverables include:
    - (1) two full size (22" x 34") sets of plans; (2) two half size set of plans, and (3) a thumb drive that contains full size plans in PDF and AutoCAD format, and half size plans in PDF and AutoCAD format.
- 90% submittal, the following document will be delivered to EMID:
  - 100% complete plans
  - Technical specifications at 90% completion, including measurement and payment clauses for each bid item
  - "Front-end" specifications, with edits for this project
  - Engineer's Estimate of Probable Construction Cost, with 20% contingency.
  - 90% Deliverables include:
    - (1) two full size (22" x 34") sets of plans; (2) two half size set of plans, and (3) a thumb drive that contains full size plans in PDF and AutoCAD format, half size plans in PDF and AutoCAD format, front-end specifications in Word format, and technical specifications and cost estimate in PDF format.
- 100% Submittal
  - Submit the modified/completed "front- end" technical specifications as a separate document as part of the 100% submittal and final submittal.
  - Submit 100% complete technical specifications, including table of contents, as part of the 100% submittal.
  - 100% Deliverables include:
    - (1) two full size (22" x 34") sets of plans; (2) two half size set of plans, and (3) a thumb drive that contains full size plans in PDF and AutoCAD format, half size plans in PDF and AutoCAD format, front-end specifications in Word format, and

technical specifications and cost estimate in PDF format.

○ Final Submittal

- All documents will be submitted, stamped and signed by the appropriate discipline lead.
- Final Deliverables include:
  - (1) two full size (22" x 34") sets of plans; (2) two half size set of plans, and (3) a thumb drive that contains full size plans in PDF and AutoCAD format, half size plans in PDF and AutoCAD format, front-end specifications in Word format, and technical specifications and cost estimate in PDF format. Professional engineers' stamp and wet or digital signatures to hard copies and copies in PDF format are part of the final submittal.
- Review EMID's standard "front-end" specifications and modify/complete as required. Submit the modified/completed "front-end" technical specifications as a separate document as part of the 100% submittal and final submittal.
- Perform and document all required engineering to support the plans, specifications, and estimates. Submit engineering documentation that support the plans, specifications, and estimates as part of the final submittal.
- Submit 100% complete plans as part of the 90% submittal.
- Submit 100% complete technical specifications, including table of contents, as part of the 100% submittal.
- Provide measurement and payment clauses for each bid items with each submittal, as part of each estimate or "front-end" specifications, whichever is appropriate considering the submittal.
- Perform quality control review of all submittals.
- Provide a Plan Review Comment and Response Form to EMID for submitting comments to CONSULTANT. The form shall have a space for CONSULTANT's response to each EMID comment. CONSULTANT shall respond to comments within seven (7) days of EMID transmitting comments to CONSULTANT. EMID and CONSULTANT shall meet and discuss the comments within fourteen (14) days of EMID transmitting comments to CONSULTANT. Incorporate agreed upon comments into CONSULTANT's subsequent submittal.
- Identify any third-party work, e.g., PG&E electrical work, AT&T communications work, etc., if any, required to implement the project prior to 90% design submittal and provide conceptual designs of their work as part of the 90% submittal for their review.
- Submit the 50% submittal 35 calendar days after Authorization to Proceed for Task 3.
- Submit the 90% submittal 85 calendar days after Authorization to Proceed for Task 3.
- Submit the 100% submittal 120 calendar days after Authorization to Proceed for Task 3.
- Submit the final submittal 150 calendar days after Authorization to Proceed for Task 3.

EMID may reject incomplete submittals or submittals, which, in EMID's sole judgement, were not subjected to adequate quality control review.

#### TASK 4 – PROVIDE BIDDING SUPPORT

Upon receiving written authorization to proceed, CONSULTANT shall:

- Designate individual(s) familiar with all elements of the PROJECT who shall be available to assist EMID with responses by telephone, email, mail or as otherwise appropriate, to inquiries from all prospective bidders, sub-contractors, vendors or others concerning the bid documents and with the pre-bid conference. CONSULTANT shall have one person attend the pre-bid conference and job site tour. Prepare addenda for issuance as appropriate to clarify, correct, or change the bidding documents.
- Consult with EMID as to the acceptability of subcontractors, suppliers and other persons and entities proposed by contractor for those portions of the work as to which such acceptability is required by the bidding documents, as requested.
- Assist EMID in reviewing and evaluating bids, as requested.

#### TASK 5 – PROVIDE CONSTRUCTION SUPPORT

Upon receiving written authorization to proceed, CONSULTANT shall:

- Assist EMID in documenting the physical preconstruction conditions within the construction limits and contractor staging areas through the use of video tape and still photographs. The visual documentation shall be accompanied by a verbal recorded or written description of the conditions prior to construction. Documentation shall include, but not be limited to, existing structures, above grade piping and electrical, markers, curbs, gutters, pavement, and landscaping in the vicinity of the work; and the condition of walls and any visible piping or equipment that may be damaged during construction. Provide two copies of all site documentation to EMID.
- Attend pre-construction meeting and other construction related meetings/site visits, estimated to include five meetings/site visits. Prepare meeting agenda and meeting minutes. Visit project sites prior to or after construction meetings to observe the condition of the site and progress of the Contractor's operations.
- Perform up to 15 additional periodic site visits, not less than one per month, to observe the condition of the site and progress of the Contractor's operations.
- Perform intermittent coating inspection for up to 30 days and testing, as required. Prepare inspection reports for each day that the inspector is on-site. Provide testing reports.
- Perform intermittent welding inspection and testing for up to 12 days, as required. Prepare inspection reports for each day that the inspector is on-site. Provide testing reports.
- Review and respond to contractor submittals, requests for information, product substitution, and contract change order requests. CONSULTANT shall prepare a list of required submittals for the project. CONSULTANT shall review and markup each submittal with appropriate comments and return one copy to EMID and up to three



copies to the contractor. CONSULTANT shall coordinate and monitor the transmittal and review of each submittal. CONSULTANT shall provide an earlier return of critical submittals or requests for information to avoid delays to the project. Maximum turnaround time shall be 15 calendar days. Goals for average turnaround time shall be 10 calendar days.

- Provide recommendation to EMID on change orders and claims of EMID and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Conduct an inspection and prepare a “punchlist” of deficiencies to be corrected by the Contractor prior to final acceptance of work.
- Conduct a final inspection after “punchlist” work has been repaired by the Contractor.

#### TASK 6 – PREPARE RECORD DRAWINGS

Upon receiving written authorization to proceed, CONSULTANT shall:

- Review, confirm accuracy and completeness, and prepare record drawings based upon information supplied by the Contractor. Provide one set of reproducible drawings and one set of AutoCAD drawings on a CD.

#### TASK 7 – PERFORM WARRANTY INSPECTION

- Perform one-year warranty inspection following anniversary date of Notice of Completion and prepare a report identifying defective items to be repaired under warranty by the contractor. One tank will be dry inspected. Two tanks will be inspected by dive on the same day.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE  
FOR  
WATER TANK IMPROVEMENTS PROJECT (CIP 405-660)



EXHIBIT C

DESIGN SCHEDULE  
FOR  
WATER TANK IMPROVEMENTS PROJECT (CIP 405-660)

Estero Municipal Improvement District  
Water Tank Improvements Draft Schedule

ID	Task Name	Duration	Start	Finish	Notes
1	<b>Task 1: Project Management</b>	<b>395 days</b>	<b>Tue 9/3/19</b>	<b>Mon 3/8/21</b>	
2	Notice to Proceed	0 days	Tue 9/3/19	Tue 9/3/19	Milestone
3	Work Plan	11 days	Tue 9/3/19	Tue 9/17/19	Regular
4	<b>Task 2: Preliminary Engineering</b>	<b>62 days</b>	<b>Tue 9/3/19</b>	<b>Wed 11/27/19</b>	
5	Collect Existing Data and Review	21 days	Tue 9/3/19	Tue 10/1/19	Regular
6	Prepare Initial Plan Sheets	11 days	Tue 9/3/19	Tue 9/17/19	Regular
7	Kickoff Meeting	0 days	Thu 9/19/19	Thu 9/19/19	Milestone
8	Site Investigations and Stationing	12 days	Thu 9/19/19	Fri 10/4/19	Regular
9	Inspect, Test, and Evaluate Coatings	12 days	Thu 9/19/19	Fri 10/4/19	Regular
10	Inspect, Test, and Evaluate CP System	12 days	Thu 9/19/19	Fri 10/4/19	Regular
11	Inspect, Test, and Evaluate Electrical Systems	12 days	Thu 9/19/19	Fri 10/4/19	Regular
12	Evaluate Seismic Retrofit Options	21 days	Thu 9/19/19	Thu 10/17/19	Regular
13	Evaluate Water Quality and Safety Improvements	21 days	Thu 9/19/19	Thu 10/17/19	Regular
14	Operation and Maintenance Manual	11 days	Wed 9/25/19	Wed 10/9/19	Regular
15	Draft Preliminary Design Report	13 days	Thu 10/17/19	Mon 11/4/19	60 calendar days from NTP
16	District Review	6 days	Mon 11/4/19	Mon 11/11/19	1-week
17	Review Meeting	0 days	Mon 11/11/19	Mon 11/11/19	Phone Meeting
18	Final Preliminary Design Report	12 days	Tue 11/12/19	Wed 11/27/19	85 calendar days from NTP
19	<b>Task 3: Plans, Specifications, and Estimates</b>	<b>109 days</b>	<b>Mon 12/2/19</b>	<b>Thu 4/30/20</b>	
20	50% Submittal	26 days	Mon 12/2/19	Mon 1/6/20	35 days from NTP Task 3
21	EMID Review	11 days	Mon 1/6/20	Mon 1/20/20	2-weeks
22	50% Review Meeting	0 days	Wed 1/22/20	Wed 1/22/20	Milestone
23	90% Submittal	24 days	Thu 1/23/20	Tue 2/25/20	85 days from NTP Task 3
24	EMID Review	11 days	Wed 2/26/20	Wed 3/11/20	2-weeks
25	90% Review Meeting	0 days	Thu 3/12/20	Thu 3/12/20	Milestone
26	100% (Not for Construction) Submittal	13 days	Fri 3/13/20	Tue 3/31/20	120 days from NTP Task 3
27	EMID Review	6 days	Wed 4/1/20	Wed 4/8/20	1-week
28	100% Review Meeting	0 days	Thu 4/9/20	Thu 4/9/20	Milestone
29	Final Bid Set Submittal	15 days	Fri 4/10/20	Thu 4/30/20	150 days from NTP Task 3
30	<b>Task 4: Bid Support</b>	<b>30 days</b>	<b>Thu 5/7/20</b>	<b>Wed 6/17/20</b>	
31	Bid Advertisement	23 days	Thu 5/7/20	Mon 6/8/20	Regular
32	Assist with Bidder Questions	18 days	Thu 5/7/20	Mon 6/1/20	Regular
33	Pre-Bid Job Walk	0 days	Fri 5/29/20	Fri 5/29/20	Milestone
34	Prepare Addenda	2 days	Fri 5/29/20	Mon 6/1/20	Regular
35	Bid Opening	0 days	Wed 6/10/20	Wed 6/10/20	Milestone
36	Review and Evaluate Bids	6 days	Wed 6/10/20	Wed 6/17/20	Regular
37	<b>Task 5: Construction Support</b>	<b>155 days</b>	<b>Tue 6/30/20</b>	<b>Tue 2/2/21</b>	
38	Council Approval (NTP)	0 days	Tue 6/30/20	Tue 6/30/20	Milestone
39	Pre-Construction Meeting	0 days	Wed 7/29/20	Wed 7/29/20	Milestone
40	Pre-Construction Photos and Videos	1 day	Wed 7/29/20	Wed 7/29/20	Regular
41	Pre-Construction Conditions Memo	11 days	Wed 7/29/20	Wed 8/12/20	Regular
42	Submittals, RFIs, and CCOs	132 days	Tue 7/14/20	Wed 1/13/21	Regular
43	Site Visits and Meetings	110 days	Thu 8/13/20	Wed 1/13/21	Reoccurring Task
44	Coatings, Welding, Specialty Inspections	110 days	Thu 8/13/20	Wed 1/13/21	Reoccurring Task
45	Punchlist Job Walk	0 days	Tue 1/19/21	Tue 1/19/21	Milestone
46	Final Inspection	0 days	Tue 2/2/21	Tue 2/2/21	Milestone
47	<b>Task 6: Record Drawings</b>	<b>60 days</b>	<b>Tue 12/15/20</b>	<b>Mon 3/8/21</b>	
48	Prepare O&M Manual	35 days	Tue 12/15/20	Mon 2/1/21	Regular
49	Prepare Record Drawings	11 days	Mon 2/22/21	Mon 3/8/21	Regular
50	<b>Task 7: Warranty Inspection</b>	<b>2 days</b>	<b>Wed 2/2/22</b>	<b>Thu 2/3/22</b>	<b>Milestone</b>

EXHIBIT D

CERTIFICATES OF INSURANCE FORMS  
FOR  
WATER TANK IMPROVEMENTS PROJECT (CIP 405-660)

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

**ATTACHED**

1. INSURANCE COVERAGE FORM

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_

Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** City of Foster City and Estero Municipal Improvement District  
610 Foster City Boulevard, Foster City, CA 94404  
Attention: \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b>		<b>Insurer</b>	<b>Policy No.</b>
The Additional Insureds, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	<b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	<b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**TELEPHONE: (      )** \_\_\_\_\_

**DATE ISSUED:** \_\_\_\_\_





DATE: August 5, 2019

TO: Mayor and Members of the City Council  
President and Members of the Estero Municipal Improvement District  
(EMID) Board of Directors

VIA: Jeff Moneda, City/District Manager

FROM: Edmund Suen, Finance Director  
Fiti Rusli, Assistant Finance Director

SUBJECT: ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR  
2019-2020

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### RECOMMENDATION

It is recommended that the City Council/District Board hold a public hearing, and then adopt the attached resolutions establishing the appropriations limit for FY 2019-2020.

### EXECUTIVE SUMMARY

The original Article XIIIB (Proposition 4), known as the "Gann Limit" Initiative, and its implementing legislation were modified by Proposition 111. Beginning with FY 1990-1991, the law provides the local agency an option to calculate the adjustment factors by the following:

- Inflation – either the percentage change in the California Per Capita Income or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.
- Population – either the City's own population growth or the population growth of the entire County.

The adjustments used for FY 2019-2020 are the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential

construction, which was published by San Mateo County in May 2019 and the City's population growth, which was published by the California Department of Finance in May 2019.

Staff has applied the adjustment factors in accordance with Proposition 111 to calculate the FY 2019-2020 limit. Based on the current annual adjustment factors, the City and District are well within the appropriations limit.

## BACKGROUND

Proposition 4 (Gann Initiative) was voted upon by the voters in the November 6, 1979 Special Election, which added Article XIII B to the State Constitution. Subsequent legislation added Section 7900 et seq. to the Government Code which provided additional interpretation and instructions implementing Proposition 4. The combined effect the legislation restricts the growth of appropriations enacted by local government in their annual budgets and subsequent adjustments to basic factors which relate to inflation and population growth. These factors are provided annually by the California Department of Finance and/or San Mateo County.

In June 1990, Proposition 111 was approved by the voters which, among other things, revised the spending limit calculations for state and local government effective July 1, 1990. The base year for determining an agency's limit was set as FY 1986-1987. After that, appropriations limit for an agency is the limit adopted in FY 1986-1987, as subsequently adjusted by the Proposition 111 adjustment factors. Agencies are able to adjust their limit annually by either the change in the California Per Capita Personal Income or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction. A second adjustment factor is based upon population growth, which is the annual change in population of the City's own growth or the population growth of the entire County.

## ANALYSIS

The growth factors used in the calculation for FY 2019-2020 are as follows:

- 1) Change in total assessed valuation due to non-residential construction: 4.50%
- 2) Population Growth in Foster City: 1.81%

The resulting combined growth rate is 6.39%, as calculated by multiplying the Change in Total Assessed Valuation due to non-residential construction and the Foster City population growth rate.

Using the methodology for calculating the appropriations limit in accordance with

Proposition 111, the following chart shows the appropriation bases and the appropriation growth factors to establish the appropriations limit for FY 2019-2020.

APPROPRIATIONS LIMIT CALCULATIONS - FY 2019-2020 (BY AGENCY)			
	CITY	DISTRICT	TOTAL
FY 2018-2019 Appropriations Limit	\$67,279,460	\$63,016,472	\$130,295,932
Growth Factor	6.39%	6.39%	6.39%
<b>FY 2019-2020 Appropriations Limit</b>	<b>\$71,578,617</b>	<b>\$67,043,225</b>	<b>\$138,621,842</b>
<b>FY 2019-2020 Appropriations Subject to Limit</b>	<b>\$21,699,062</b>	<b>\$20,324,158</b>	<b>\$42,023,220</b>
Dollar Amount Under Limit	\$49,879,555	\$46,719,067	\$96,598,622
Percentage of Limit	30.32%	30.32%	30.32%

The total appropriations subject to the Gann Limit are calculated as the total of all appropriated expenditures in the General Fund, Special Revenue Funds and the City CIP Fund, less all revenue sources that are not considered general tax proceeds (e.g. permits, recreation programs, rental income).

As required by law, the information used to calculate these limits is available in the Financial Services Department that will allow the public to determine the validity and bases for the appropriations limit recommended for adoption. Accordingly, the City Council/District Board is requested to hold a public hearing on these limits this evening and, subject to any public testimony received, adopt the attached resolutions to approve the appropriations limit specified herein.

#### Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY  
ESTABLISHING THE FISCAL YEAR 2019-2020 APPROPRIATIONS LIMIT  
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

CITY OF FOSTER CITY

WHEREAS, voters of California have approved Propositions 4 and 111 which place various limitations on the appropriations of local government; and

WHEREAS, said Article XIII B of the California Constitution requires the governing body of each agency to adopt an appropriations limitation for each fiscal year; and

WHEREAS, the Finance Director, pursuant to Article XIII B and enacted legislation, has duly computed said appropriations limitation for FY 2019-2020 and submitted same to the City Council for review and public hearing; and

WHEREAS, notice of said public hearing was published and posted and said public hearing was held on August 5, 2019; and

WHEREAS, the inflation adjustment factor used for calculating the FY 2019-2020 appropriations limit is the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential construction; and

WHEREAS, the population adjustment factor used for calculating the FY 2019-2020 appropriations limit is the percentage increase in population growth for Foster City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City that the amount of \$71,578,617 is hereby adopted as the City's appropriations limitation for FY 2019-2020.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the Regular Meeting held on the 5<sup>th</sup> day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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SAM HINDI, MAYOR

ATTEST:

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PRISCILLA TAM, CITY CLERK

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT ESTABLISHING THE FISCAL YEAR 2019-2020 APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, voters of California have approved Propositions 4 and 111 which place various limitations on the appropriations of local government; and

WHEREAS, said Article XIIIB of the California Constitution requires the governing body of each agency to adopt an appropriations limitation for each fiscal year; and

WHEREAS, the Finance Director, pursuant to Article XIIIB and enacted legislation, has duly computed said appropriations limitation for FY 2019-2020 and submitted same to the District Board for review and public hearing; and

WHEREAS, notice of said public hearing was published and posted and said public hearing was held on August 5, 2019; and

WHEREAS, the inflation adjustment factor used for calculating the FY 2019-2020 appropriations limit is the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential construction; and

WHEREAS, the population adjustment factor used for calculating the FY 2019-2020 appropriations limit is the percentage increase in population growth for Foster City.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Estero Municipal Improvement District that the amount of \$67,043,225 is hereby adopted as the District's appropriations limitation for FY 2019-2020.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the Regular Meeting held on the 5<sup>th</sup> day of August, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

SAM HINDI, PRESIDENT

ATTEST:

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PRISCILLA TAM, DISTRICT SECRETARY



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Jennifer Liu, Parks and Recreation Director  
Edmund Suen, Finance Director

SUBJECT: FUNDING OPTIONS FOR THE RECREATION CENTER MASTER PLAN PROJECT

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#### RECOMMENDATION

It is recommended that the City Council, by Minute Order, provide direction, on the preferred funding option for the Recreation Center Master Plan project. The existing funding sources include:

- General Fund Reserve (up to \$12 million)
- Capital Asset Acquisition and Replacement Fund (up to \$32.9 million)
- Community Benefits Fund (up to \$819,000)
- Construction and Demolition Fund (up to \$734,000)

**Which funding sources, and how much from each,** is the City Council interested in considering for this project?

After City Council provides direction regarding the use of existing funds, the remaining balance needed to fund the project will have to be financed through the issuance of bonds. City staff recommends the use of Lease Revenue Bonds. Assuming the issuance of \$20 million in bonds, staff would recommend that the City seek an increase in Transient Occupancy Tax of 2% and an increase in Sales Tax of 0.5% as revenue sources for debt service payments and the repayment of the bonds. If the City Council decides to consider the issuance of bonds, staff will bring this for City Council consideration at a subsequent meeting.



## EXECUTIVE SUMMARY

The condition of the Recreation Center roof requires significant repairs and structural upgrades are necessary to meet current building code requirements. Due to the significant costs associated with reconstruction of the roof, the City Council provided direction at its meeting on April 29, 2019 to move forward with a “Build to Budget” project and a not-to-exceed total project cost (including design) of \$40,000,000 for the construction of a new Recreation Center.

Attachment 1 provides a detailed breakdown and discussion of a number of financing options in categories that range from existing City funding to new revenue sources and bond funding. These options can be used by the City Council in a number of viable combinations, depending upon the City Council’s assessment of the costs, limitations, risks, and parameters of each funding type.

## BACKGROUND

The condition of the Recreation Center roof requires significant repairs and structural upgrades are necessary to meet current building code requirements. Due to this condition of the Recreation Center roof, it is necessary to consider the best long-term options for the Recreation Center structure. On January 22, 2019, the City Council accepted the Conceptual Design report from Burks Toma Architects, which contained three concepts that were developed based upon an extensive outreach process that included public meetings and interviews with stakeholders. Of the three concepts, the City Council indicated a preference for “Concept 3” which represented a conceptual “starting point” of a total cost of approximately \$71,000,000, which included \$54,000,000 for a 51,000 square foot structure (50% larger than the current facility) plus \$17,000,000 for proposed outdoor park space improvements.

Subsequently, the City Council provided direction to move forward with a “Build to Budget” project based upon Concept 3, but with a “build-to-budget” limitation not-to-exceed total project cost (including design) of \$40,000,000. The City Council also asked for a more comprehensive discussion of funding options for the project.

The FY 2019-2020 Final Budget includes a placeholder in the Capital Improvement Plan for the Recreation Center Master Plan showing previously approved funding through FY 2018-2019 of \$300,000 for Community Outreach and Conceptual Design. There is no additional approved funding nor any funding source identified for future phases.

## ANALYSIS

In general terms, funding sources fall into three categories: existing funding from City-controlled sources (e.g., in fund balances), funding available from new revenue sources (e.g., new taxes or fees), and borrowed funding (e.g., debt from bond sales or self-financed alternatives).

Every financing type has costs, limitations, risks and parameters and can be used singly or in combination with one another.

### City-Controlled Resources

This is funding that is currently available in the City's various fund balances. As shown in Attachment 1, the City has four available funds that could be leveraged for this project: the General Fund, Capital Asset Acquisition and Replacement Fund, the Community Benefits Fund, and the Construction and Demolition Recycling Fund.

- The General Fund has approximately \$44 million. After setting aside 50% for general reserves and \$10 million for Levee Project cost overrun contingency, there is \$12 million available for the Recreation Center project.
- The Capital Asset Acquisition and Replacement Fund (CAARF) has approximately \$39.9 million, of which \$7 million has been earmarked for the Workforce Housing project, leaving \$32.9 million. Notwithstanding, the Fund is projected to grow approximately \$1.1 million annually from loan payments from Peninsula Jewish Community Center (PJCC) through 2038.
- The combined use of CAARF funds with the General Fund reserves could save the City "real" interest costs (e.g. approximately \$14.6 million of interest costs for a \$20 million lease revenue bond over a 30 year term). A repayment plan from the General Fund could also be added to "restore" the monies back to the CAARF.
- The Community Benefits Fund has a projected balance of \$819,000, after setting aside \$300,000 for the Beach Park Plaza façade grant, \$62,500 for the City's upcoming Summer Days event, and an earmark of \$750,000 to pay for strategic initiatives and projects associated with the 2019-2024 Sustainable Foster City Plan Update that is currently underway.
- The Construction and Demolition Forfeitures Fund has approximately \$734,000 that may be used for energy efficiency items for the new Recreation Center.

Each of these Funds are available for the Recreation Center project at the discretion of the City Council. Using these funds in lieu of financing a portion of this project would save the City debt issuance and interest costs. The disadvantage is that it reduces the balance(s) in the identified funds and diminishes the level of reserve(s) for other potential uses (e.g. significant economic downturns, unforeseen emergencies, other

capital projects).

### Financing Options

While various financing options are available for the Recreation Center project, should the City Council choose to finance any or all of it, City staff recommends a General Fund lease revenue bond or certificate of participation.

- In a lease revenue bond or certificate of participation, the City enters into a lease with a public financing authority (e.g. Foster City Public Financing Authority or San Mateo-Foster City Public Financing Authority) "PFA". The City leases the Recreation Center from the PFA and the rent paid by the City to the PFA is used to pay debt service on the bonds or certificates issued by the PFA and sold to investors. The transaction is structured so that the rent paid by the City is sufficient to pay the PFA's debt service. Since the City's payments to the PFA are from all sources of General Fund's revenues, there is a direct impact on the City's General Fund annual budget and new and/or additional revenues are needed to pay for the rent/debt service. The City Council may authorize lease revenue bond or certificate of participation financing without the need of voter approval. Since payments of rent/debt service are from the General Fund's overall revenues, City staff recommends that the City Council identify and implement a new revenue source(s) necessary to pay for the debt service of a new lease revenue or certificate of participation debt.

There are other financing options available, but they are not recommended by City staff.

- Assessment district financing requires the finding of a "specific benefit" by an assessment engineer with assessments being proportional to the special benefit. Staff believes the special benefit requirement would make this option problematic.
- Although a general obligation bond is an option, City staff believes the 2/3 voter approval requirement and a tax to the property owners/residents would likely be difficult to overcome.
- While grants and sponsorships can be another source of funding, they would not provide the certainty needed to move forward with the project.
- City staff has met with multiple Public/Private Partnership (P3) consultants. Based upon staff's initial evaluation, a P3 model construction delivery method (Project Manager at Risk (PMAR)) may be a viable option which would guarantee a maximum construction cost and a timely delivery of the project. A P3 model for financing does not appear to provide advantages over the City's existing funding options.

### Revenue Measures to Pay Debt Service

The City can raise new revenues through the implementation of new or higher taxes or fees to pay for debt service associated with financing the Recreation Center.

As discussed earlier in the staff report, a lease revenue bond or certificate of participation becomes a budgetary burden on the General Fund. If this funding option is utilized, new revenues are needed to pay for the debt service of a lease revenue bond or certificate of participation financing.

In addition, the Parks and Recreation Department is estimating that the average annual capital cost to maintain the City's parks system over the next 20 years is \$2.75 million annually compared to the previous \$1.9 million estimate. This amounts to a shortfall of \$850,000 per year. As a result, any new revenue measure(s) will need to consider both the annual debt service for the lease revenue bonds/certificates of participation as well as the \$850,000 parks system annual shortfall.

Transient Occupancy Tax (TOT) and Sales and Use (Sales) Tax are viable revenue measures. There will be modest costs to place these revenue measure(s) on the ballot and to provide educational outreach to the community. Foster City's Sales Tax of 9.25% and TOT of 12% are currently lower than several municipalities who are as high as 9.75% for sales tax and 14% for TOT. A "general" TOT or sales tax requires a simple majority approval from the voters. Revenue streams for both a TOT and sales tax revenue measure are subject to economic downturns. Sufficient additional revenues are needed to pay for ongoing General Fund expenditures, including the new debt service and the projected \$850,000 in parks system annual capital costs.

For an example, reference the below charts for the annual revenues needed to offset anticipated debt:

Debt	
\$20 mil revenue bond annual debt service	\$1,150,000
Parks system annual shortfall	\$850,000
<b>Total</b>	<b>\$2,000,000</b>

Needed Revenues	
TOT 2%	\$785,000
Sales Tax .5%	\$1,460,000
<b>Total</b>	<b>\$2,242,000</b>

Attachment 1 provides a detailed breakdown of the City's available reserves, financing options, and revenue measure options. Notes provided also identify other projects that have been prioritized for funding.

## SUBCOMMITTEE RECOMMENDATION

This staff report has been vetted through the Recreation Center Master Plan Subcommittee, consisting of Vice Mayor Herb Perez and Councilmember Catherine Mahanpour, who recommends pursuing a funding package combination of existing funding and bond financing, as shown by the following:

- \$5 million from the General Fund (design costs)
- \$15 million self-funded loan from the Capital Asset Acquisition and Replacement Fund (to be repaid in future years with repayment terms to be determined with each proposed budget process)
- \$20 million in General Fund Lease Revenue Bonds
- \$40 million TOTAL

## POLICY QUESTIONS

There are four potential sources of existing funding. **Which funding sources, and how much from each**, is the City Council interested in considering for this project?

- General Fund Reserve (up to \$12 million)
- Capital Asset Acquisition and Replacement Fund (up to \$32.9 million)
- Community Benefits Fund (up to \$819,000)
- Construction and Demolition Fund (up to \$734,000)

After City Council provides direction regarding the use of existing funds, the remaining balance needed to fund the project will have to be financed through issuance of bonds. City staff recommends the use of Lease Revenue Bonds. Assuming the issuance of \$20 million in bonds, staff would recommend that the City seek an increase in Transient Occupancy Tax of 2% and an increase in Sales Tax of 0.5% as revenue sources to repay the bonds as well as to address other anticipated increases in General Fund expenditures (e.g. annual parks system capital costs). If the City Council decides to consider the issuance of bonds, staff will bring this for City Council consideration at a subsequent meeting.

## FISCAL IMPACT

The direction that the City Council provides regarding funding sources will guide staff in determining next steps and the overall fiscal impact of the Recreation Center project.

Attachment:

- Attachment 1 – Funding Options for Recreation Center - \$40 Million Project

FUNDING OPTIONS FOR RECREATION CENTER - ASSUMPTION FOR A \$40 MILLION PROJECT - PREPARED 7/29/19

Available Funds	City-Controlled Resources (as of 5/31/19 unless otherwise indicated)	Notes/Comments
General Fund Balance of \$44 million (set aside 50% reserves and \$10M for CIP 301-657 for Levee cost overrun contingency)	\$12,000,000	
Capital Asset Acquisition and Replacement Fund Balance	\$32,900,000	Balance reduced by \$7 million placeholder for Pilgrim Triton Phase C project - FC workforce housing; 4/5 vote needed for use of this Fund. Annual PJCC payment is approx. \$1.1 million. PJCC final payment in 2038.
Community Benefits Unencumbered Fund Balance	\$819,000	Balance reduced by \$300,000 for Beach Park Plaza façade grant; \$62,500 for City Birthday event and \$750,000 for initiatives to be identified in the City's 5-year (2019-2024) Sustainable Foster City (SFC) Plan update which is currently underway.
Construction and Demolition Forfeitures Fund Balance	\$734,000	Fund 129 may be utilized to pay for energy efficiency items. Annual transfers of \$50,000 to the Foster City Sustainability Fund 125 effective 7/1/19.
<b>Total Reserves Available</b>	<b>\$46,453,000</b>	

Financing Options	Scenario 1 Debt of \$11M Annual/Total Debt Service over 30 years	Scenario 2 Debt of \$20M Annual/Total Debt Service over 30 years	Scenario 3 Debt of \$30M Annual/Total Debt Service over 30 years	Scenario 4 Debt of \$40M Annual/Total Debt Service over 30 years	Notes/Comments
Assessment District Bond					Not recommended as it requires "specific benefit" findings by an assessment engineer. Assessment must be proportional to "special benefit". Weighted majority protest procedure.
General Fund Lease Revenue Bond/Certificates of Participation	\$639,852/ \$19,195,560	\$1,154,088/ \$34,622,640	\$1,725,460/ \$51,763,800	\$2,296,833/ \$68,904,990	Not subject to voter approval; however, requires sufficient General Fund resources for debt service payments.
Total interest cost to General Fund for Lease Revenue Bond/Certificates of Participation	8,195,569	14,622,630	21,763,810	28,904,989	Total interest paid in 30 years from the General Fund.
GO Bonds (least expensive debt financing option)		Avg. \$8.08 per \$100K AV/ \$34,673,674	Avg. \$12.12 per \$100K AV/ \$52,016,000	Avg. \$16.15 per \$100K AV/ \$69,322,791	Ballot measure to be placed at a San Mateo County election cycle, 2/3 voter approval.
Grants					
Sponsorships					

Public Private Partnership					A P3 construction delivery method (Project Manager at Risk) may be a benefit to guarantee a maximum construction cost and a timely delivery of the project. A P3 model for financing does not appear to provide advantages over the City's existing funding options.
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Revenue Measures to Pay Debt Service	Potential Sources Voter Approved New Money (annual)	Scenario 1 Debt of \$11M Annual/Total Debt Service over 30 years	Scenario 2 Debt of \$20M Annual/Total Debt Service over 30 years	Scenario 3 Debt of \$30M Annual/Total Debt Service over 30 years	Scenario 4 Debt of \$40M Annual/Total Debt Service over 30 years	Notes/Comments
Transient Occupancy Tax Increase (each 1%); Current rate is 12% (effective 7/1/19)	1% =391,000	2% = \$782,000	2% = \$782,000	2% = \$782,000	2% = \$782,000	Simple voter majority and at the time of a City Council election if General Tax. If dedicated for Recreation Center purpose only, 2/3 voter approval.
Sales Tax (District Add On Tax) Increase (each 1/4%)	1/4% =730,000		1/2% = 1,460,000	1/2% = 1,460,000	3/4% = 2,190,000	Simple voter majority and at the time of a City Council election if General Tax. If dedicated for Recreation Center purpose only, 2/3 voter approval.



DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Jennifer Liu, Parks and Recreation Director

SUBJECT: AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY FACILITY AND ADJOINING PARK WITH BURKS TOMA ARCHITECTS, INC., DATED APRIL 16, 2018, TO EXPAND THE SCOPE OF WORK TO INCLUDE THE DEVELOPMENT OF A RECREATION CENTER MASTER PLAN PHASE 3 BUILD TO BUDGET STUDY

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing Amendment No. 1 to the Professional Services Agreement for Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park with Burks Toma Architects, Inc., dated April 16, 2018, to expand the scope of work to include the development of a Recreation Center Master Plan Phase 3 Build to Budget Study.

### EXECUTIVE SUMMARY

In January 2019, the City Council accepted a Recreation Center Master Plan Conceptual Design Report and indicated a preference for Conceptual Design 3, a conceptual “starting point” of \$54,000,000 for a 51,000 square foot facility (50% larger than the current facility) plus \$17,000,000 for proposed outdoor park space improvements. Subsequent to that meeting, the City Council requested the development of a refined “Concept 3” using a “Build to Budget” limit of \$40 million.

Staff has met with the Recreation Center Master Plan Subcommittee, consisting of Vice Mayor Herb Perez and Councilmember Catherine Mahanpour, to confirm the

assumptions that will apply to this refined concept. The proposed Amendment No. 1 and its attached Scope of Work will expand the agreement with Burks Toma Architects to develop the refined concept design, utilizing these assumptions. Burks Toma estimates that it can perform this work for \$59,165. At this price, the additional work can be paid for out of remaining funds authorized under the existing agreement.

## BACKGROUND

The Recreation Center opened to the public in 1974. Due to its location as a central amenity in Foster City's "crown jewel" Leo J. Ryan Park, the William E. Walker Recreation Center is a hub of activity in the community.

In January 2016, the City Council expressed an interest in evaluating the existing Recreation Center in the context of the needs of the City both now and in the years to come. Beginning in October 2016, the City engaged a variety of methods to collect diverse viewpoints and public input on the current and future recreational needs of the community.

In April 2018, the City Council engaged the services of Burks Toma Architects to develop three Conceptual Designs for a new Recreation facility based upon the input received during the public outreach process. In January 2019, the City Council accepted the Conceptual Design Report from Burks Toma Architects, indicating a preference for Conceptual Design 3, which gave the City Council a conceptual "starting point" of \$54,000,000 for a 51,000 square foot facility (50% larger than the current facility) plus \$17,000,000 for proposed outdoor park space improvements.

Subsequent to the January 2019 meeting, the City Council expressed interest in the development of a refined "Concept 3" and provided direction to proceed with using a "Build to Budget" approach with a limit of \$40 million.

## ANALYSIS

Staff has met with the Recreation Center Master Plan Subcommittee, consisting of Vice Mayor Perez and Councilmember Mahanpour, to confirm the following assumptions:

- The goal of the project is to preserve and protect the park as a community hub.
- The total budget target is \$40 million in 2022 dollars.
- The total budget includes both design, construction, and community engagement.
- The basis for design is a version of the "Conceptual Design 3" from the Conceptual Design report accepted by the City Council in January 2019.
- Burks Toma Architects will develop the "Build to Budget" Conceptual Design, given its familiarity with the Recreation Center Master Plan project and the



“Concept 3” design.

- The added Scope of Work attached to the proposed Amendment No. 1 is sufficient to provide the information needed by the City Council on this subject.
- The City Council will have a separate discussion regarding funding sources for the project.

Given the age of the Recreation Center, structural upgrades are necessary to meet current building code requirements. While addressing its structural needs, the City has an opportunity to infuse the project with the public goods of economic value, social value, and environmental value that public spaces bring to a community, as shown in Attachment 3. Desire to further these values was expressed during the public outreach that was conducted earlier in the Recreation Center Master Plan process, which established a vision of current and future community needs. It is anticipated that these values will be key messages with any public outreach or engagement that is undertaken as part of this concept development process.

The attached added Scope of Work reflects the assumptions shown above and will result in a refined “Concept 3A” that uses “Concept 3” as a basis for a “Build to Budget” option for replacing the Recreation Center for the on-going use of the community.

#### FISCAL IMPACT

The existing Agreement with Burks Toma Architects authorized the payment of up to \$296,927 and a balance of approximately \$61,000 of those funds remain unexpended. Burks Toma Architects has provided a proposal for the additional work in the amount of \$59,165. Thus, while Amendment No. 1 does not alter the total compensation to be paid to Burks Toma Architects under the existing agreement, it will result in additional expenditures up to approximately \$61,000 in remaining unexpended funds.

#### Attachments:

- Attachment 1 – Resolution
- Attachment 2 – Amendment No. 1
- Attachment 3 - Agreement
- Attachment 4 – Public Spaces Diagram

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY FACILITY AND ADJOINING PARK WITH BURKS TOMA ARCHITECTS, INC., DATED APRIL 16, 2018, TO EXPAND THE SCOPE OF WORK TO INCLUDE THE DEVELOPMENT OF RECREATION CENTER MASTER PLAN PHASE 3 BUILD TO BUDGET STUDY WITHIN THE ORIGINAL CONTRACT AMOUNT

CITY OF FOSTER CITY

WHEREAS, Pursuant to the Professional Services Agreement for Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park, dated April 16, 2018 ("Agreement"), Burks Toma Architects, Inc. ("BTA") completed a Conceptual Design Report that presented three conceptual designs; and

WHEREAS, the City Council accepted the Conceptual Design Report and indicated a preference for "Concept 3" included in the Report; and

WHEREAS, the City Council wishes to further refine "Concept 3" and proceed with using a "Build to Budget" approach with a limit of \$40 million ; and

WHEREAS, BTA has indicated that it can complete the work required to refine "Concept 3" as requested by the City without exceeding the existing not-to-exceed compensation amount included in the Agreement; and

WHEREAS, the City's staff has worked with the Council's Recreation Master Plan Subcommittee to create the scope of work to be added to the Agreement through the proposed Amendment 1, attached with this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement for Conceptual Design Plans for Multi-Use Recreation/Community Facility and Adjoining Park, dated April 16, 2018, to expand the Scope of Work as detailed in Amendment 1.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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SAM HINDI, MAYOR

ATTEST:

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PRISCILLA TAM, CITY CLERK

**AMENDMENT 1  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR  
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY  
FACILITY AND ADJOINING PARK**

This Amendment 1 (this “**Amendment**”) to the PROFESSIONAL SERVICES AGREEMENT FOR CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY FACILITY AND ADJOINING PARK, dated April 16, 2018 and entered into by and between the City of Foster City (“**CITY**”) and Burks Toma Architects, Inc. (“**Consultant**”) (the “**Agreement**”), is made and entered into as of August 6, 2019 by and between the CITY and Consultant.

**RECITALS**

This Amendment is entered into with reference to the following Recitals. All terms used herein shall have the same meaning as given to them in the Agreement unless otherwise defined.

- A. Pursuant to the Agreement, Consultant provided the CITY with pre-design services and prepared conceptual design plans for a multi-use recreation/community facility and adjoining park use. This work concluded with the creation of a Concept Design Report, which included three concept designs.
- B. Subsequent to Consultant’s completion of the work called for under the Agreement, the CITY reviewed the Concept Design Report and determined that it wishes to further develop and refine “Concept 3” offered in the report based on a “Build to Budget” design of \$40 million.
- C. Pursuant to Section C4, Additional Services, of the Agreement the CITY wishes to assign to Consultant, and the Consultant wishes to perform, the Build-to-Budget refinements to Concept 3.
- D. Consultant has indicated that it can accomplish the additional scope of work to refine Concept 3 without exceeding the not-to-exceed amount of \$296,927 in total compensation authorized under the Agreement.

Based upon these Recitals, the CITY and Consultant agree that the Agreement is hereby amended as follows:

- 1. Exhibit A of the Agreement is amended to add, to the end of the existing language of Exhibit A, the SCOPE OF WORK AND SCHEDULE FOR RECREATION CENTER MASTER PLAN PHASE 3 BUILD TO BUDGET STUDY, attached to this Amendment.
- 2. Effect of Amendment. Subject to the above modifications, the Agreement remains otherwise unamended and in full force and effect.

3. Entire Agreement. The terms and conditions set forth in the Agreement and this Amendment constitute the entire agreement between the Parties with respect to the subject matter herein and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.
4. Counterparts. This Amendment may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

**City of Foster City**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Hindi, Mayor

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, City Attorney

ATTEST

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Tam, City Clerk

**Burks Toma Architects, Inc.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen Burks, Principal

## SCOPE OF WORK AND SCHEDULE FOR RECREATION CENTER MASTER PLAN PHASE 3 BUILD TO BUDGET STUDY

The goals of this phase are to identify potential modifications to the preferred Concept 3 that reduce the project construction cost while maximizing the public value to Foster City. Development and review of these alternatives will serve to allow for Council decision-making.

City Council has identified a goal of \$40M total project cost (\$35M Construction Cost). The final result of this Phase will be a confirmed scope and budget for future phases of Architectural Design and project execution. This Design to Budget Study includes the following Tasks:

### **Task 1: Define Potential Approaches**

- **Meeting 1: Brainstorm & Scheduling:**  
BTA will meet with key City staff to identify potential approaches for cost reduction. These high-level approaches will identify general program (building blocks) and site approaches for further verification and investigation (estimate 2 options). Additionally, the group will identify key dates for providing content in order to meet the City's overall project schedule goals.
- **Meeting 2: Cost Confirmation:**  
BTA and TBD will review approaches and confirm/provide modified construction costs based on previously developed Concept 3 cost estimate. If appropriate, these approaches may be updated to accommodate cost recommendations, and/or up to one (1) additional approach may be defined.

#### **Task 1 Deliverables:**

- Project Schedule
- Meeting Notes
- Concept Options: preliminary site diagrams and program outlines (up to 3)
- Modified preliminary cost estimates for each Option (up to 3)

### **Task 2: Develop Modified Concepts**

Building on discussion and feedback from Task 1, team will develop up to three (3) distinct Conceptual Options, including key focal point or defining unique opportunity for each. Plans will reflect the priorities and criteria previously identified during Predesign & Concept phases to the extent possible given budget parameters. The presentation materials developed during this task will match previously developed Concept Designs in order to clearly illustrate the options for evaluation purposes.

- Meeting 1: Preliminary Concepts:
- Meeting 2: Refined Concepts

#### Task 2 Deliverables:

- Concept Options: site plan and conceptual plan diagrams (up to 3)
- Modified cost estimate for each Concept (up to 3)

### **Task 3: Community Information/Education**

During this task, budget options will be evaluated by the City in relation to their ability to serve the needs of the Foster City community, preserve Leo J. Ryan Park, enhance quality of life, and address budgetary constraints. At the conclusion of this task, it is anticipated that the City Council will identify one option to serve as a basis of design (scope and budget) for future Architectural Design efforts. (RFP anticipated to be issued in or after January 2020.)

- Meeting 1: Community Town Hall Meeting  
Project team will present process to-date, basis of design (Concept 3), and facilitate a discussion of vision and purpose of the project to preserve and protect Leo Ryan Park and this important community gathering place. Assumes a short presentation using graphic material developed in Task 2, followed by a structured open house and Q&A. Exact format to be developed in collaboration with City staff. Any outreach efforts required (either before or after meeting) will be managed by City staff.
- CC Meeting 1: Report Findings  
Project team and City staff will present modified concept options and community feedback to the City Council for discussion and input.

#### Task 3 Deliverables:

- Meeting Notes
- Concept Design Report Addendum summarizing Design to Budget process and final direction, including project scope, budget, program, and preferred design approach

### **Project Schedule**

- Assuming a Notice to Proceed by August 5, 2019, scope to be complete by December 15, 2019

PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY  
FACILITY AND ADJOINING PARK

This Agreement is made and entered into as of the 16<sup>th</sup> day of April, 2018, by and between the City of Foster City hereinafter called "CITY" and Burks Toma Architects, Incorporated, hereinafter called "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination,



consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at

CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of

CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

<sup>1</sup>Professional Liability

\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended \_\_\_\_\_  
[Project Manager] ☐ Approved \_\_\_\_\_ [Risk Manager]

- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

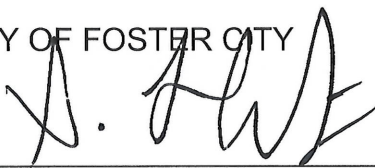
CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer 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 he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: Jennifer Liu, Parks and Recreation Director
- CONSULTANT: Burks Toma Architects, Incorporated  
814 Camelia Street  
Berkeley, CA 94710  
Attention: Karen Burks, Principal
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

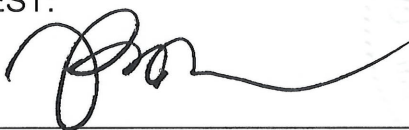
CITY OF FOSTER CITY



Dated:

Sam Hindi, Mayor

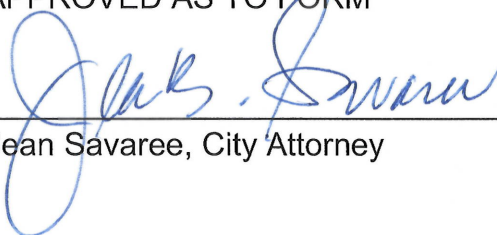
ATTEST:



Dated: 5/8/18

Priscilla Tam, City Clerk

APPROVED AS TO FORM



Dated: 5/14/18

Jean Savaree, City Attorney

CONSULTANT



Dated: 18 April 2018

Karen Burks, Principal



EXHIBIT A

SCOPE OF WORK AND SCHEDULE  
FOR  
CONCEPTUAL DESIGN PLANS FOR MULTI-USE RECREATION/COMMUNITY  
FACILITY AND ADJOINING PARK

**Project Description**

Provide pre-design services and prepare conceptual design plans for a multi-use recreation/community facility and adjoining park site. The goal of this project is to explore opportunities to enhance the community's experience of a multi-use recreation/community facility and the surrounding Leo Ryan Park. The conceptual design plan will allow the City Council to begin to focus the options for the building and surrounding site such that the scope of the project can be determined. Conceptual Design Plans should complement current community use and demonstrate strategies to create an effective and dynamic public gathering space with the capacity to offer a regional destination.

**Project Team**

Burks Toma, Incorporated, Principal Karen Burks will serve as lead for the conceptual design on behalf of CONSULTANT and will serve as Principal in Charge. Leah Marthinsen will serve as Project Manager and be the primary point of contact for the duration of the project.

The Project Team listed in CONSULTANT's Proposal was a material factor in CITY's assessment of CONSULTANT's experience and ability to successfully complete the job. Accordingly, CONSULTANT shall not make changes to any of the Team Members without CITY's prior written approval unless CONSULTANT can demonstrate to CITY's satisfaction that the Team Members were reassigned and/or removed and replaced for reasons beyond CONSULTANT's control. CITY has the right to request a change to any member of the CONSULTANT team for any reason with adequate notice.

Team Members Listed in the Proposal and/or Submitted During the Interview Phase:

Burks Toma, Incorporated, Architects (Architect and Primary Contractor)

- Karen Burks, Principal
- Leah Marthinsen, Architect/Project Manager

Placeworks, Inc. (for Landscape Design Concepts and Exterior Space Planning)

- Bob Birkeland, Associate Principal
- Jesse Jones, Associate
- Isby Fleischman, Associate

Land Economics Consultants, LLC (for Economic and Fiscal Analysis)

- Steven E. Spickard, Consultant

tbd Consultants (for Construction Cost Estimates)

- Gordon Beveridge

## **Pre-design Phase**

The pre-design phase of the project includes becoming familiar with the project background, related reports and documentation, site characteristics, and existing uses. CONSULTANT is required to meet with Foster City Staff and Project Subcommittee within 15 business days of award of the contract.

Deliverables for the Pre-design Phase include:

### **A. Project Schedule**

- Identify major tasks and/or benchmarks during the design process
- Estimate the time required to accomplish each major task
- Develop key points of input/review for City staff and/or City Council
- Identify methodology for updating schedule throughout the design process

### **B. Report – Project Climate**

- Research and describe best management practices of public multi-use facilities
- Compile and present data on typical staffing and annual operating program budget related to facility size
- Research and describe public space design trends that create social impact

### **C. Report – Gap Analysis & Facility Needs and Programmatic Viability & Fiscal Viability**

- Identify gaps in service and community resources based on research findings and existing community amenities
- Provide a programmatic and fiscal viability analysis of the defined facility and site assumptions (Attachment B) as well as any other project opportunities identified by the consultant

### **D. Report – Opportunities and Constraints Analysis**

- Identify opportunities and constraints related to the site/location of the project
- Identify opportunities and constraints related to square footage requirements for facility and park improvements to meet community needs
- Identify opportunities and constraints related to parking and circulation

## Conceptual Design Phase

Consultant to provide a minimum of 3 design options that vary in size, amenities, and estimated fiscal impacts.

Each conceptual design to be accompanied by a supporting summary report that includes the following components:

- A. The one focal point or defining unique opportunity upon which the conceptual design is based
- B. Probable construction costs of all aspects of building/modifying conceptual multi-use facility and related park site amenities
- C. Probable phasing plan and schedule during project construction, including general approach(s) to maintain existing programming
- D. Probable annual operation and maintenance costs
- E. Probable revenue opportunities related to conceptual functional elements
- F. Probable staff size required to manage and maintain facility and programming
- G. Functional Space Allocation Worksheet identifying facility spaces and approximate square footages (ref. Attachments B and C)
- H. Associated functions with facility spaces
- I. Program viability utilizing recommended facility spaces
- J. Fiscal viability of recommended facility spaces
- K. Mass and scale overlay of the project site, to include multi-use recreation/community facility mass relative to surroundings and total square footage, potential adjacencies, circulation, and other relationships
- L. Anticipated parking requirements and recommended alternatives to onsite parking, if any
- M. Meet City sustainability requirement for new construction which is LEED Silver equivalent
- N. Summary of how the overall conceptual design will flexibly meet the needs of community residents while also creating a regional destination
- O. Identify potential risks that could negatively impact the project budget or schedule and recommend strategies to mitigate these risks and their impacts

**Total Number of Deliverables = 10**

## Pre-design Phase

1. Project Schedule
2. Report – Project Climate / Trends
3. Report – Gap Analysis and Facility Needs and Programmatic Viability and Fiscal Viability
4. Report – Opportunities and Constraints Analysis of the Site / Geographic Location

## Conceptual Design Phase

5. Preliminary Conceptual Alternatives
6. Preferred Conceptual Alternatives (Three (3))
7. Fiscal/Revenue Analysis of Three (3) Preferred Conceptual Alternatives
8. Estimate of Probable Construction Cost of Three (3) Preferred Conceptual Alternatives
9. Draft Conceptual Design Report
10. Final Conceptual Design Report

Draft and Final Conceptual Design Reports shall contain all three (3) Preferred Conceptual Alternatives and the information required to be included in the summary report as shown in sections “A” through “O” above.

## Meeting Requirements

The consultant shall plan sufficient time to obtain the information needed to complete thorough and Foster City-specific reports and designs. At a minimum, the consultant will be expected to:

- Meet with Parks and Recreation Department Staff for design input (Recreation Division, Parks Maintenance, Building Maintenance – up to 2 hours each = 6 hours total)
- Present Progress Report to City Council (up to 4 meetings with City Council and regularly scheduled meetings with staff)
- Presentations to the Planning Commission at milestones to be determined (up to 3)
- Presentation of Final Report to Staff
- Presentation of Final Report to City Council

## Schedule

The following shall be considered a preliminary schedule, with final detailed schedule with dates to be determined by CITY and CONSULTANT at the start of the project:

Timeline shall commence upon execution of agreement and shall not extend beyond December 31, 2018 unless approved in advance by CITY.

Pre-Design (16 weeks)

- Task 1 Project Initiation 2 weeks
- Task 2 Project Climate 6 weeks
- Task 3 Programmatic and Fiscal Viability Analysis 4 weeks
- Task 4 Opportunities and Constraints Analysis 4 weeks

Conceptual Design Phase (18 weeks)

- Task 5 Concept Development 8 weeks
- Task 6 Costing 2 weeks
- Task 7 Concept Design Report 8 weeks

## EXHIBIT B

### CONSULTANT'S FEE SCHEDULE

The combined total of compensation and reimbursement of costs shall not exceed the sum Two-Hundred and Ninety-Six Thousand, Nine Hundred and Twenty Seven dollars (\$296,927).

#### **Payment Schedule**

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY by Task for services and expenses. All invoices will include an itemized statement, description of services performed/deliverables submitted and copies of subconsultant invoices and expenses

Expenses shall be provided on an Hourly Time & Materials actual basis, at CONSULTANT'S and Subconsultants' hourly rates shown below:

<i>Position</i>	<i>Hourly Rate</i>
Burks Toma Principal	\$185.00
Burks Toma Project Manager	\$145.00
Burks Toma Project Staff	\$135.00
Placeworks Principal	\$215.00
Placeworks Project Manager	\$165.00
Placeworks Landscape Designer	\$115.00
Land Economics Principal Analyst	\$190.00
tbd Estimator	\$185.00

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

## ECONOMIC VALUE

- Increased economic vitality
- Reduced public expenditure on health care, urban management
- Higher property prices
- Attracted human capital
- Increased business confidence...

# PUBLIC SPACES

## SOCIAL VALUE

- Improved quality of life
- Increased both real and perceived security and safety
- Promoted social equality and stability
- Increased cultural vitality
- Social integration and civic pride...

## ENVIRONMENTAL VALUE

- Reduced pollution (air, noise, water)
- Increased ecological diversity
- Reduced energy consumption...





DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Dante Hall, Assistant City Manager

SUBJECT: AGREEMENT A TRANSPORTATION MANAGEMENT ASSOCIATION  
FEASIBILITY STUDY

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### RECOMMENDATION

It is recommended that the City Council authorize the Mayor to enter into an agreement with Steer Group for professional consulting services investigating the feasibility of a Transportation Management Association (TMA) in the amount of \$73,040. This item was reviewed by the City Council Sustainability Subcommittee and recommended for approval by the City Council.

### EXECUTIVE SUMMARY

Last year, the City of Menlo Park hosted a meeting with several cities in San Mateo and Santa Clara Counties to discuss common challenges and opportunities to address traffic congestion in the Silicon Valley. Menlo Park and Foster City (the Cities) continued the conversation about feasible strategies both cities can implement to improve traffic conditions. As a result, the Cities sought written proposals (Request for Proposals or RFPs) from qualified public policy and transportation consulting professionals to provide an analysis of options for establishing a TMA. Two proposals were received by the due date of May 31.

A selection panel comprising of City staff members from both the City of Foster City and the City of Menlo Park reviewed the proposals. The proposals were scored and ranked, and in-person interviews were conducted to allow each firm a chance to present their team and approach and respond to questions. The panel recommended Steer Group (Steer) as the top proposal for the TMA feasibility study based on their

experience. Steer has experience operating TMAs in California and the East Coast, along with serving on the Association for Commuter Transportation's TMA Council for the United States. This experience and connection to a national network of TMAs offers a potential fresh perspective on how to address Bay Area transportation issues.

## BACKGROUND AND ANALYSIS

The goal of a TMA is to reduce congestion with transportation demand management ("TDM"). TDM strategies typically promote the reduction of single occupant vehicle trips through transit benefits incentives, and rewards. TDMs exist at many companies in Foster City already in various forms. Foster City has several robust TDM programs that were developed as a condition of approval when the various developments were entitled. Not every business or employment center was required to develop and implement a TDM program. Currently, TDM strategies are in place for 100 Grand, Illumina, Chess-Hatch, Gilead, Marlin Cove, Parkside Towers, The Plaza, and The Triton. Each year, these employment centers are required to provide an update on the progress of their approved plans and how they reduced vehicle trips generated through the encouragement of transit, bicycling, shuttles, carpooling/vanpooling, telecommuting and other programs.

A Transportation Management Association (TMA) is one element of TDM, and is typically a member-controlled organization that works together to provide transportation services in a specific area such as a commercial district to obtain economies of scale and efficiencies for TDM programs. Other benefits include leveraging larger organizations with smaller businesses that typically don't have access or resources to implement TDM programs. TMAs have been established recently in the nearby cities of Palo Alto and Mountain View, while Redwood City is currently exploring options for a TMA. Additionally, East Palo Alto is developing a TDM ordinance. In addition to reducing trips, a TMA is also outlined as a strategy in the climate action plan, and continues to be a high priority recommendation from the Environmental Quality Commission, to reduce local greenhouse gas emissions through the reduction of single occupancy vehicle trips.

Efforts to begin a feasibility study for a TMA in Foster City were initiated through the Sustainability Subcommittee in May 2018. The Sustainability Subcommittee was generally supportive of exploring the formation of a TMA and asked questions regarding funding, governance, data collection, specific programs and an implementation plan that would be most effective, and coordination with other City transportation efforts. Following the subcommittee's direction, City staff worked to develop a scope of work to prepare a feasibility study for options to form a TMA. Additionally, City staff has monitored the development of TMAs and opportunities for collaboration on the peninsula, including the "Manzanita Talks" led by Joint Venture Silicon Valley. The Manzanita Talks are comprised of representatives of eight cities and

eight private sector companies, with the goal of facilitating coordination and transportation issues in San Mateo County and Santa Clara County. The Manzanita Talks kicked off in April 2019 with meetings scheduled through October 2019. Once these talks conclude, the next step is expected to identify if forming a sub-regional TMA for the mid-peninsula area is feasible. The preparation of a feasibility study authorized by this requested City Council action would not preclude the City from joining a sub-regional TMA if found feasible from the Manzanita Talks. Traffic congestion and mobility are regional issues, and additional regional collaboration is necessary for any TMA to be successful.

Locally, the Business Leadership Council, created by the Foster City Chamber of Commerce, has convened meetings between major stakeholders in Foster City to exchange ideas and solutions to respond to the changing needs of transit and livability. Since 2015, City staff have been invited to and participated in meetings hosted by the Business Leadership Council as part of a Strategic Work Group for Transportation and Mobility and will continue to monitor the conversation and for any solutions that are produced.

The request for proposals (RFP) was released April 19, 2019. Two proposals were received by the due date of May 31. The two proposals are from firms specializing in the TDM field: ALTRANS Transportation Management Association, Inc. (“ALTRANS”) and Steer. A selection panel comprising of City staff members reviewed the proposals. The proposals were scored and ranked, and in-person interviews were conducted to allow each firm a chance to present their team and approach and respond to questions. The panel recommended Steer as the top proposal for the TMA feasibility study based on their experience. Steer has experience operating TMAs in the Los Angeles region and with East Coast TMAs (considered to be models for TMAs,) along with serving on the Association for Commuter Transportation’s TMA Council. This experience and connection to a national network of TMAs offers a potential fresh perspective on how to address Bay Area transportation issues. Steer also provided a more cost competitive fee proposal.

### Scope of Work

A scope of work from Steer (Exhibit A of Attachment 2 - Agreement) details the anticipated work flow and deliverables. A summary schedule is provided in Table 1. The key tasks included in the scope of work are categorized by three phases:

1. Acquisition and analysis of commute habit data
2. Analysis of potential TMA models for Foster City
3. Implementation plan for a TMA in Foster City

**Phase 1** will consist of employer outreach and data collection/analysis. For employer

outreach, Steer will reach out to employers of all sizes via email, phone, workshops and brief in-person chats (for small retail businesses.) This outreach will be used to establish relationships between businesses and the City of Foster City for the TMA and TDM programs in general. Additionally, these relationships will facilitate the deployment of a survey to their employees. The goal is to gather commute habit data from at least 30 percent to 50 percent of their employees. Through stakeholder interviews, surveys and the analysis of data, Steer will be able to assess origin and destination traffic patterns, pass-through traffic patterns and mode choice. This data will guide the analysis of the best potential TMA models for Foster City to implement.

**Phase 2** will provide insight into various operating TMAs based on existing Bay Area, California, and national models. This background information will yield various perspectives for benefits and risks while Steer investigates five potential models for TMAs in Foster City:

- Small business TMA
- Medium and Large business TMA
- Citywide TMA
- Sub-regional TMA

A small and medium-business TMA would focus on smaller businesses, such as the Palo Alto TMA model. A large-business TMA would focus on larger businesses, similar to how the Mountain View TMA has larger corporations such as Google and LinkedIn as members. A citywide TMA would encompass businesses of all sizes, both large and small. Lastly, a subregional model may include joining a larger collective, such as those with the Manzanita Talks in the mid-peninsula region, whether or not Foster City may have an independent TMA.

**Phase 3** will focus on the implementation of a TMA in Foster City, should it be deemed feasible. From the information yielded in Phase 2, Steer will make a recommendation for the best model(s) of TMA that should be created in Foster City based on a cost-benefit analysis. The recommendation for the TMA will include its structure, such as services to be provided, board type, membership requirements and monitoring criteria. Additionally, there will be a recommendation on how the City of Foster City should participate in the TMA over the long term. For example, in its infancy, the City could support the TMA with recommendations and potentially funding, while over time the City's role may phase down as the TMA transitions toward more independence.

**TABLE 1: NEXT STEPS AND SCHEDULE**

<b>FUTURE TASKS</b>	<b>SCHEDULE</b>
<b>Notice to Proceed</b>	August 2019
<b>Phase 1 Completion (Data Collection)</b>	March through June 2020

<b>Phase 1 Completion (Employer Outreach)</b>	March through June 2020
<b>Phase 2 Completion</b>	January 2020
<b>Phase 3 Completion</b>	June 2020

## ENVIRONMENTAL REVIEW

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b) (3) as it will not result in any direct or indirect physical change in the environment.

## FISCAL IMPACT

The estimated total annual cost of the TMA feasibility study is \$100,000. A cost breakdown is provided in Table 2. The proposed fee schedule from Steer (Exhibit B of Attachment 2 - Agreement) is \$73,040 with a contingency of \$26,960 to account for any additional costs or unanticipated out-of-scope tasks needed, such as additional meetings. \$100,000 has been approved in the Sustainability Foster City Fund in the FY 2019-2020 Budget to pay for contract costs related to this initiative.

**TABLE 2: COST BREAKDOWN**

<b>Consultant Agreement Amount</b>	\$73,040
<b>Contingency</b>	\$26,960
<b>Total Cost of Recommendation</b>	\$100,000

## Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Agreement
- Attachment 3 - Steer TMA Project Proposal

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY  
AUTHORIZING AN AGREEMENT WITH STEER GROUP IN THE AMOUNT OF \$73,040  
FOR A TRANSPORTATION MANAGEMENT ASSOCIATION FEASIBILITY STUDY

CITY OF FOSTER CITY

WHEREAS, at the meeting on April 15, 2019 the City Council received a report regarding the solicitation of proposals to provide analysis for establishing a Non-Profit Transportation Management Authority (TMA); and

WHEREAS, out of two (2) bids received and opened on May 31, 2019, The Steer Group submitted the responsible and most responsive bid in the amount of \$73,040; and

WHEREAS, a project contingency in the amount of \$26,960 will enable expedient resolution of changes to the plans resulting from any unforeseen conditions; and

WHEREAS, funding of \$100,000 has been approved in the Sustainability Fund in the FY 2019-2020 Budget to pay for contract costs related to this initiative; and

WHEREAS, any unused funds remaining in the project budget shall be returned to the appropriate funds upon project closeout.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby authorizes:

1. The Mayor to execute an agreement with The Steer Group in the amount of \$73,040 for a Transportation Management Association Feasibility Study; and
2. The establishment of a contingency in the amount of \$26,960 with authorization given to the City Manager to execute contract change orders up to the contingency amount.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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SAM HINDI, MAYOR

ATTEST:

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PRISCILLA TAM, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT  
FOR  
TRANSPORTATION MANAGEMENT ASSOCIATION FEASIBILITY STUDY

This Agreement is made and entered into as of the 5<sup>th</sup> day of August, 2019 by and between the City of Foster City hereinafter called "CITY" and Steer Group hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.



3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum seventy three thousand and forty dollars (\$73,040) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services

hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
<sup>1</sup> Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement

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<sup>1</sup> Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended \_\_\_\_\_  
 [Project Manager] ☐ Approved \_\_\_\_\_[Risk Manager]

including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR

may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer 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 he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: Dante G. Hall, Assistant City Manager  
Phone: (650) 286-3214  
Email: [dhall@fostercity.org](mailto:dhall@fostercity.org)

CONSULTANT: Steer Group  
800 Wilshire Boulevard, Suite 1320  
Los Angeles, CA 90017-2623  
Attention: Lisa Buchanan, Project Director  
Phone: (213) 425-0941  
Email: [lisa.buchanan@steergroup.com](mailto:lisa.buchanan@steergroup.com)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that

would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sam Hindi, Mayor

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, City Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lisa Buchanan, Project Director

EXHIBIT A

SCOPE OF WORK AND SCHEDULE  
FOR  
TRANSPORTATION MANAGEMENT ASSOCIATION FEASIBILITY STUDY

## Foster City Scope of Work

### 1.1.1 Project Management

#### *Task 1: Project Inception and Kick off Meeting*

Steer will conduct an in-person project kick-off meeting to introduce our staff to the Foster City project team and formally agree on project goals and schedule. We will:

- introduce the project and the project teams
- review scope, deliverables and timelines
- identify and assemble available data and information
- discuss relevant issues, challenges and expectations

Our objective for this meeting will be to understand the City's vision for the TMA. This understanding will be crucial to understanding how each TMA model fits within the local context and aligns with the City's actual long-term goals and objectives. We'll want to examine:

- What are the biggest transportation challenges driving interest in TMAs and transportation demand management as a congestion management strategy?
- What is the economic and business environment like and can we anticipate that employers will be enthusiastic participants?
- What level of city resources are available for ongoing support of the TMA?

#### *Task 2: Progress Reporting and invoicing*

During the kick-off meeting, Project Manager Julia Wean will confirm the City's preferred method for progress reporting and invoicing. We recommend bi-weekly check-ins with each city to update city staff on project progress and monthly invoicing, as well as monthly meetings with the entire client team.

### 1.1.2 Phase 1: Gather Commute Habit Data

During Phase I, Steer will collect data from local employers about their employee commute habits to better understand these daily travel patterns. To do so, Steer will engage the local business community, distribute travel surveys, and obtain geospatial data where possible.



The goal of this data collection will be to understand:

- How are people traveling to/from work in Foster City?
- What are the biggest (perceived) barriers to using alternative modes?
- Which alternative modes would be most attractive to those willing to try something else?
- What services would be most useful to people who want to explore new options?

#### *Task 1: Outreach to Foster City Employers/ Organizations*

Steer will lead outreach to the local business community to understand employers' needs and concerns with respect to transportation and collect data about employee commute habits. We will use different outreach methods for large and medium/small businesses in order to reach a bigger sample of employers more efficiently. For example, we expect that the City will be able to help make initial contact with some of the largest employers, but to reach smaller organizations we may consider working closely with the Foster City Chamber of Commerce or similar organizations who are in regular contact with local employers.

#### **Stakeholder Interviews:**

Steer will work closely with city staff in Housing and Economic Development to develop a list of target employers from small, medium and large employers in both Menlo Park and Foster city. Steer will then work to schedule up to 10 in-person or teleconference interviews with high- ranking representatives at each of these employers. We will prioritize in-person interviews with the largest employers who account for the largest influx of daily commuters.

Initially, our goals will be to understand what, if any, transportation-related programs or services the employer currently provides and the rationale behind those investments. It will be important to understand how many and to what extent employers are working to provide alternatives for employees, what their current expenditures are, and what they view as the benefit to these programs.

We will devise an interview script/protocol that roughly addresses:

- Current commute trip reduction programs, if any
- Annual expenditures
- Company's rationale for investment in commuter benefits
- Data related to employee travel patterns including mode split, preferences, perceived barrier
- Interest in participating in an Employer Task Force or in participating in a potential TMA
- Willingness to distribute additional surveys to employees and method for doing so (Task 2a) as well as any recent past experience of doing so (to best understand how to get the highest response rate)

We will arrange interviews with employer representatives who most closely fit the description of Employee Transportation Coordinator, usually a person in the Human Resources Department who is familiar with employee benefits and programs. As possible, we will also do our best to include higher-ranking representatives who have expanded decision-making power within their organizations.

A second goal of these interviews is to build rapport with the employer and secure their full commitment to the employee questionnaires in the next task; our experience is their buy in to the process and understanding of the value it brings makes a tangible difference to response.

### Medium and Small Business Outreach and Workshops:

Steer will also host a small business workshop in Foster City in order to balance the perspectives of the large employers. This will be intended to make small businesses aware of the upcoming commuter survey and solicit champions within these smaller organizations to drive greater survey participation.

We have also budgeted for staff to spend half a day of time in Foster City completing “drop-in” outreach. We have found that for smaller retail and restaurant employers this strategy is often more successful than requesting that they attend workshops. The “drop-in” outreach will be targeted in downtown areas and other special districts under consideration for the Small/Med Employers TMA model.

### *Task 2a: Collect Survey Data from Menlo Park and Foster City Organizations*

Steer will collect quantitative and qualitative data to understand commute habits for individuals traveling to Foster City. We strongly believe that the most value will come from the commute surveys which will provide the foundation for our analysis. Where appropriate, we will complement that data with city traffic counts and geospatial data provided by third-party companies. Our experience is that there are limitations with different data sets and we set those out briefly in the table below. We would like to discuss these with you at project kick off.

**Table 0.1: Limitations on Data Collection**

Data Source	Quantitative	Qualitative	Limitations
Travel Surveys	<ul style="list-style-type: none"> <li>Mode share</li> <li>Origin (zip)<sup>1</sup> and destination</li> </ul>	Preferences, barriers	Privacy restrictions may limit the detail and scope of O-D data.
Traffic counts	<ul style="list-style-type: none"> <li>Traffic volume</li> <li>Level of Service</li> </ul>		Provides an understanding of the most congested corridors but is less applicable to TMA operations.
Commercial Datasets (Streetlight)	Origin and destination		Can be costly.

The Employer Commute Survey provides the most valuable context for the development and deployment of TDM programs either by an organization itself or a TMA. Steer will develop this survey based on best practices we have developed from administering commute surveys in both the public and private sector. Survey questions will be designed to obtain information about daily

<sup>1</sup> Employee privacy is typically a very significant issue when gathering data about commute travel patterns. Frequently, employers are unwilling to share information about home addresses. Therefore, it is unlikely that origin/destination data will be available at a level more specific than zip code, if at all. It is also unlikely that companies or individuals will permit collection of data from third-party applications.

commute modes, which will be used to establish mode share for each employer. In addition, qualitative questions will address preferences for one commute mode over another, barriers to behavior change, areas where transportation options could be improved and so on. These questions will provide background on how people commute, why they do so, and what services would be most suitable from a TMA or TDM service provider. Steer recently worked with Southwest Contra Costa County 511 and the City of San Ramon to administer their commuter survey and report on its findings. We will provide a draft of the survey questions to the City for review and comment before releasing the survey to employers.

We will work with Housing and Economic Development to identify the full list of local employers/ organizations. Using that list, as well as contacts from our meetings in Task 1, we will solicit responses from at least 30-50% of local employees who receive the survey. We frequently work with employers to assist with survey administration as part of regional air quality regulation in Southern California which requires a minimum of a 60% response rate and have always had success. Based on our previous experience, the following steps can drastically improve survey response:

- Establish a set window during which time we would like the survey distributed and a deadline for all employee surveys to be submitted
- Provide ETCs and employer contacts with marketing material and language they can use to distribute electronic survey link (as well as paper surveys if deemed necessary).
- Encourage the delegation of survey distribution to team leaders and managers who are able to better encourage participation from those with whom they work closely.
- Provide incentives (i.e. gift cards) for ETCs that participate and achieve the desired participation levels within their worksites.
- Provide incentives (through raffles) for individuals who respond to the travel survey.

Additionally, we think it is important to set expectations for the raffle early by ensuring that we discuss it and emphasize its importance at our initial meetings with ETCs and other employer contacts. We will seek to understand from them what has been effective in their organizations for previous surveys.

#### *Task 2b: Analyze Existing Data*

Steer will conduct analysis of quantitative and qualitative data to establish a baseline for Phase 2 Analysis of TMA options as well as future performance monitoring should the city proceed with implementing a TMA. Data analysis will be conducted in **Excel** using outputs from electronic surveys and any available relevant traffic count data.

Data	Metric	By Employer	City
Quantitative	Mode share	x	x
	Percentage of employers who provide commuter benefits		x
	Survey response rate	x	x
	Traffic counts		x
Qualitative	Most common barriers to behavior change	x	x

	Most common benefits used	x	x
	Most preferred alternative modes	x	x
	Most desired TDM program or service	x	x

**Table 0.2: Data Analysis Metrics**

### 1.1.3 Phase 2: Detailed Analysis of TMA Options

Phase 2 of the project will be dedicated to developing an options analysis report, based on criteria established by the City of Foster City. Steer will present five options and evaluate each according to the City's criteria, as well as a cost-benefit analysis, and present recommendations for the best option(s). Following the selection of the best option, Steer will develop a TMA implementation framework in Phase 3.

#### *Task 1: TMA Background Research*

Steer will provide background research for the City of Foster City on best practices for local, regional and national TMA models to support the development of the alternatives to be considered.

Steer has considerable experience providing best practice research on TDM programs and implementing agencies, which we will draw upon for this task:

- Developed and/or relaunched similar TMAs in the cities of Glendale, Santa Monica, and Warner Center area of Los Angeles with similar considerations to membership structure, service provisions, and financial models;
- Conducted systematic review of business models and provided recommendations for TMA funding for the Sacramento Council of Governments;
- Compiled best practice research regarding TDM ordinances and programs that included funding, administration and implementation.
- Participated in ongoing industry best practice demonstrations and discussions through professional networks such as the Association of Commuter Transportation.

We also undertook a similar task for SACOG (provided as a Work Sample in Appendix A) and will bring added value to the task by building on that strong base of information.

Steer will prepare a Background Research Memo that will include summaries for each identified business model and up to three brief case studies/examples for each model. Data will be collected via phone interviews and web research.

The Memo will focus on the following TMA characteristics with respect to each of the TMA model types, and why these features work or do not work in a specific context.

- *Market Share:* Percentage of potential members or users involved in the TMA.
- *Market Segmentation:* Major TMA user groups, such as employees, students and community members and subgroups within those such as types of employees or demographics of residents, if available.

- *Geography*: Level of density and access to multi-modal options (relatively fixed to Menlo Park and Foster City).
- *Operating Budget*: Size of operating budget.
- *Funding Streams*: Way TMA is funded, such as through public funds or membership dues.
- *Organization Goals*: The ultimate mission of the TMA, such as mobility, sustainability, or benefits provisions.
- *Leadership*: The operational structure and management of the TMA.
- *Service Provision*: Levels of TDM service for each member, ranging from basic support (marketing, guaranteed ride home) to more comprehensive services such as on-demand microtransit or MaaS.

#### *Task 2: Specific TMA Model Analyses*

Using the best practice research and the existing conditions analysis, Steer will evaluate the TMA models with respect to characteristics in Foster City context. The model analysis is largely an exercise at determining the optimal scale of the TMA, which will ultimately influence types and level of TDM service provided to members and target user groups.

For each model, Steer will indicate the relative benefits and risks, the effectiveness of reducing congestion and GHG emissions, and the relative alignment with and support for other TDM programs and planning activities (Safe Routes to School, Transportation Master Plan).

**Table 0.3: Sample Evaluation Matrix**

TMA Model	Small – Medium Employer	Citywide
Definition:	Smaller employers located in the downtown core.	Small and large employers; potentially residents.
Benefits		
Risks		
Costs (Employers, City)		
Funding Sources		
Operating Costs		
Participation of Key Stakeholders		
Effectiveness at Reducing Congestion and GHG Emissions		
Governance Structure		
Alignment with City Programs		

Each of these characteristics ultimately inform funding streams (budget), staff resources, and level of service. This will provide the groundwork for a thorough cost-benefits analysis in Task 3.

A draft of our Options Analysis Report, incorporating our TMA Background Research, will be provided to the City for one round of comments before the final draft is provided.

#### 1.1.4 Phase 3: Implementation Plan for TMA

##### *Task 1a: TMA Cost Benefit Analysis*

Steer will provide a Cost Benefit Analysis that weighs the cost and benefits of each of the shortlisted TMA models within the Foster City context. Criteria will be derived from the best practice research, employer survey results, internal City staff input, and City Council and Commission guidance. The characteristics presented in Table 4.3 will inform each of the scenarios considered in the CBA.

##### *Task 1b: TMA Service Analysis*

Steer will conduct a service analysis that examines in-depth the types of TMA services appropriate for the Foster City context based on the feedback from employers and the commute survey. This analysis will determine what services would make the TMA most valuable to its target users and what levels of funding or staff resources would be required to achieve that level of service.

The information gained from our stakeholder engagement carried out in Phase 1 will be crucial to this task, as it may uncover demand for services previously not considered. For example, when Steer conducted data collection as part of the development of the Warner Connects TMO, we discovered that lunchtime travel was a significant concern for many employees in the area, and were able to then focus the TMO's service plan around helping employees access various modes for short trips in addition to their commutes.

**Figure 1 Relationship between TMA funding streams, staff resources and levels of service**



##### *Task 2: TMA Framework Recommendations for Foster City*

Based on the CBA and Service Analysis, Steer will make recommendations for the best TMA model and propose a framework for TMA development and operations. This will include:

- Proposed board structure

- Membership dues structure to achieve and sustain the desired levels of funding
- Recruitment process for board and member participation, including process for electing officials for leadership positions
- Suggestions for future performance monitoring

*Task 3: Define Foster City's Long-Term Role in the TMA*

Along with Task 2, Steer will conduct an internal workshop with City staff to help develop advice for the City's long-term role and participation in the TMA. Several important considerations will be discussed that affect whether the TMA is self-sustaining and successful in reducing SOV trips. If possible, we recommend that City staff from additional departments (finance, legal) also participate in these conversations to best understand the financial and administrative role the City can play in the TMA moving forward.

- Advisory role: will the City retain control or transfer control of TMA operations to its members.
- Will the City retain a seat on the board and or voting rights?
- Will the City continue to provide funding for the TMA?
- Is an entity controlled by the City legally permitted to collect dues payments from TMA members?
- If necessary, what type of entity (non-profit) is required to allow the TMA to accept public and private funds.

Our final deliverable will be a report summarizing the work undertaken over the period of the study, and an implementation plan for the optimal TMA model to achieve City and stakeholder objectives. A draft report will be provided for one round of City comments before a final draft is provided.

*Task 4: Attendance at City Council and Planning Commission meetings*

Steer will prepare for and attend and present at two meetings; one of the City Council and one of the Planning Commission.

Should attendance at further meetings be required they would be charged at \$870 per meeting including travel costs.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE



Foster City		Role	Project Director	Project Manager	Senior Project Support	Junior Project Support	Direct Costs	
		Team Member	Lisa Buchanan	Julia Wean	Kate Bridges	Hank Kaplan	Travel	Incentives
		Hourly Rate	235	130	125	55		
Project Management								
	Task 1: Project Inception and Kick off meeting	4	8	2	2	700		
	Task 2: Progress reporting and invoicing	4	16					
Phase 1: Gather Commute Habit Data								
	Task 1: Outreach to Foster City Employers/ Organizations	4	20	20		1500		
	Task 2a: Collect Survey Data from Foster City Organizations		20	40	16		500	
	Task 2b: Analyze Existing Data	4	16	16	24			
Phase 2: Detailed Analysis of TMA Options								
	Task 1: TMA Background Research	4	16	24	24			
	Task 2: Specific TMA Model Analyses	8	16	16		700		
Phase 3: Implementation Plan for TMA								
	Task 1a: TMA Cost Benefit Analysis	4	16	24				
	Task 1b: TMA Services Analysis	4	16	24				
	Task 2: TMA Framework Recommendation for the Foster City	12	24	24				
	Task 3: Define Foster City's Long Term Role in TMA	8	16	8		1400		
	Task 4: Attendance at City Council and Planning Commission		16			700		
	Total Hours	56	200	198	66			
	Total Labor Cost	13160	26000	24750	3630			
	Total Direct Costs					5500		

dsgs

	TOTAL COST					\$73,040.00
--	------------	--	--	--	--	-------------

	2019						2020					
	July	August	September	October	November	December	January	February	March	April	May	June
<b>Project Management</b>												
Task 1: Project Inception and Kick off meeting												
Task 2: Progress reporting and invoicing												
<b>Phase 1: Gather Commute Habit Data</b>												
Task 1: Outreach to Menlo Park Employers/ Organizations												
Task 2a: Collect Survey Data from Employers/ Organizations												
Task 2b: Analyze Existing Data												
<b>Phase 2: Detailed Analysis of TMA Options</b>												
Task 1: TMA Background Research												
Task 2: Specific TMA Model Analyses												
<b>Phase 3: Implementation Plan for TMA</b>												
Task 1a: TMA Cost Benefit Analysis												
Task 1b: TMA Services Analysis												
Task 2: TMA Framework Recommendation for the City												
Task 3: Define City's Long Term Role in TMA												

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

#### **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT D**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**  
**610 Foster City Boulevard, Foster City, CA 94404**  
**Attention:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b>		<b>Insurer</b>	<b>Policy No.</b>
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	<b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	<b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**  
**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

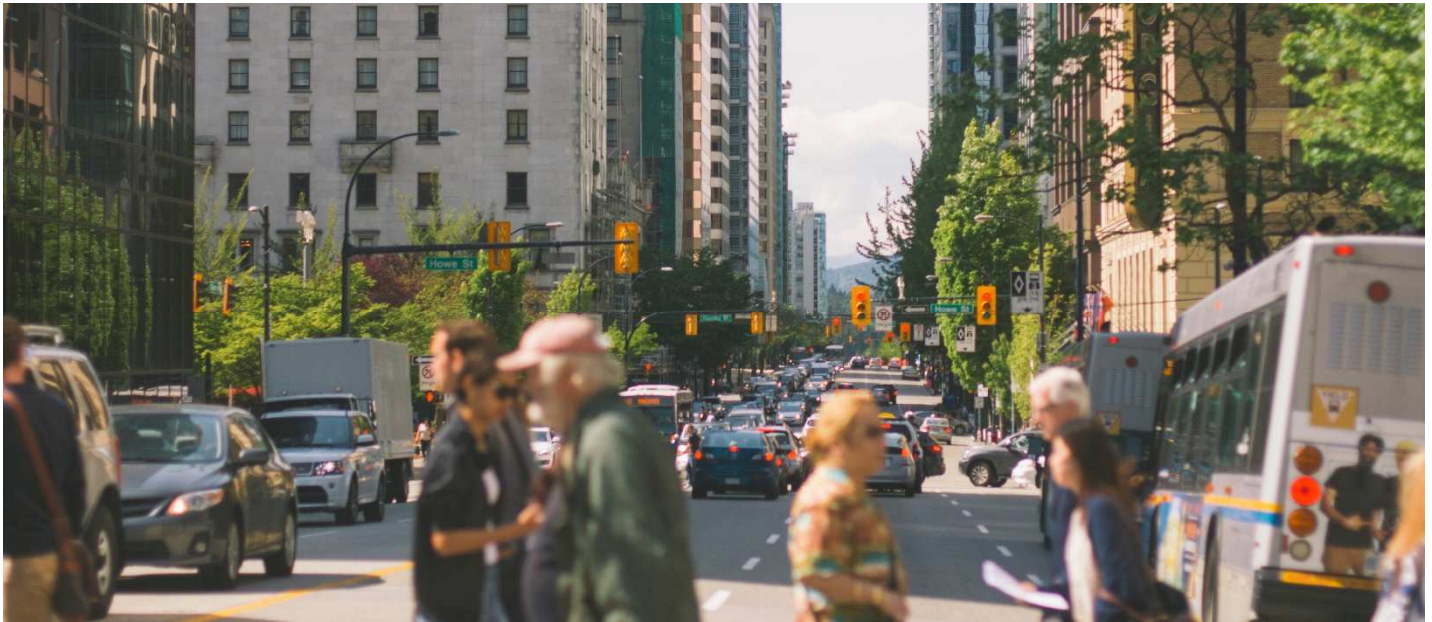
ADDRESS: \_\_\_\_\_

TELEPHONE: (        ) \_\_\_\_\_

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

# Transportation Management Association

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Prepared by:

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Prepared for:

City of Menlo Park  
Public Works Department  
801 Laurel Street  
Menlo Park, CA 94025

P 236421P1

**steer**

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- B Work Sample**
- C Team Resumes**

# 1 Project Overview

## 1.1 Steer and Our Team

Steer is pleased to submit our proposal for Professional Consulting for Transportation Management Association for the Cities of Menlo Park and Foster City. Our team has extensive experience in TDM planning, project evaluation and program implementation across North America, and feel we are well-suited to carry out this project.

Steer has firsthand experience with developing and managing TMAs with different budgets, programming and target groups. We currently act as Executive Director for four TMOs in southern California, two of which we developed based on extensive stakeholder outreach to fit specific community needs. In addition, we are also currently working with Los Angeles World Airports (LAWA) to help them understand their programmatic needs prior to the development of their TMO.

For this assignment, we have assembled a team of behavior change experts from our Los Angeles office. Julia Wean will lead this assignment as Project Manager. Julia brings a wealth of experience, previously working with TMAs on both the east and west coasts. She currently acts as Executive Director for Warner Connects, the Warner Center TMO for the City of Los Angeles which she helped to develop and then launch in January 2019. Lisa Buchanan will support this effort as Project Director, ultimately responsible for the project's delivery. Lisa is a TDM specialist with over 20 years of experience advising clients on the planning and implementation of programs to reduce SOV trips and increase travel options. Lisa is Head of Steer's Planning division in the United States. Julia and Lisa will be supported by a team that brings a variety of strategy, planning and implementation of TDM applications.

Please note: due to the amendment issued May 17, 2019, Julia Wean will be out of town with little access to email during the time of consultant interviews and decision-making process. Please contact Lisa Buchanan at (213)425-0941 or [Lisa.Buchanan@steergroup.com](mailto:Lisa.Buchanan@steergroup.com).

## 1.2 Our Approach to this Scope of Services

Our team has experience both planning for and implementing TDM in diverse settings which puts us in a unique position to approach this project from multiple angles. We believe that TDM, properly planned and implemented, can help regions facilitate real changes to the ways their residents, employees and visitors travel by increasing their options and encouraging non-drive alone trips.

TMA models, and TDM strategies more generally, do not adhere to a "one size fits all" approach. We understand that both Menlo Park and Foster City are thriving economies and job centers, home to large technology companies like Facebook, IBM, and Visa, among others. More than 90 percent of the workforce commutes into the city each day from San Francisco and neighboring cities near the Peninsula (per Longitudinal Employer-Household Dynamics data from 2015). This project will help the cities determine the proper scope and scale of TMA and TDM service



provision to best meet the needs of employers and commuters and support the goals of local and regional planning efforts.

As Steer approaches this project, we understand the importance of a successful stakeholder outreach process. In order to deliver programming that encourages behavior change, it is crucial to understand how people currently travel to, from and around the city, and why they make the choices they do. We will solicit information from both small and large employers, as well as data from the cities themselves to understand how employees commute and why they choose the modes of travel they do.

We will use the information we've received from our commute behavior data collection to analyze when and how additional TDM support might be most impactful in Menlo Park and Foster City. We will develop a target audience where we feel TDM implementation will have the most impact or return on investment. This audience may be as broad as all employees and residents in each city, or as specific as employees who work only at the largest employment sites. Based on the target audience, we will evaluate the benefits and risks of various models of TMAs for both Menlo Park and Foster City.

Steer will work with the Cities of Menlo Park and Foster City to determine which option of TMA structure will be best for each city, and from there will lay out a framework for actual TMA development. This will include an outline of the services and programs that we believe provide the most benefit for cost within the chosen structure, as well as initial recommendations on leadership and membership structure. It is our experience that once outreach has been completed and structure and initial programming agreed upon, the actual launch of a TMA can take place relatively quickly.

# 2 Our Staffing Plan

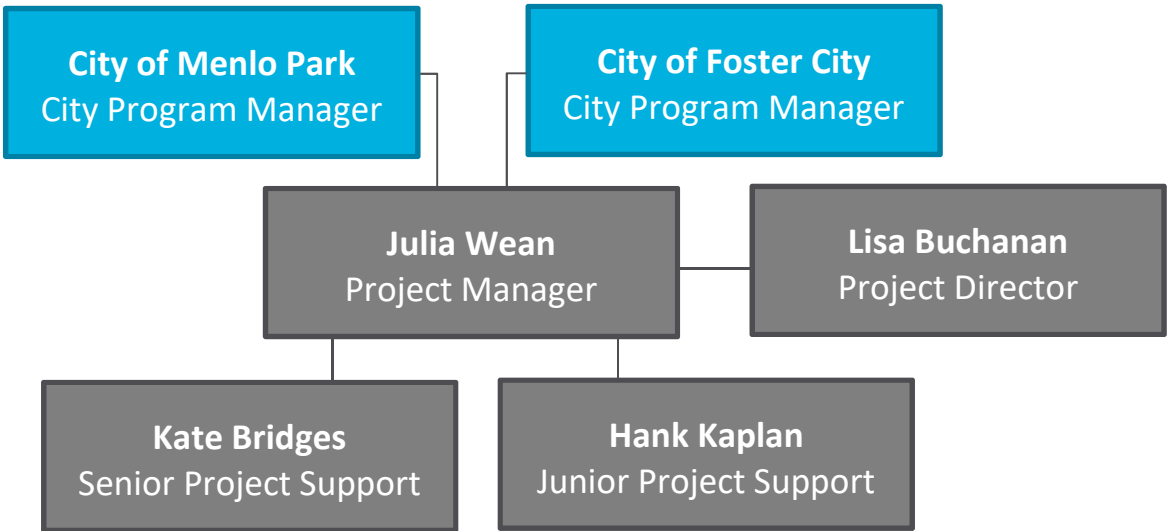
## 2.1 Project Management and Team Structure

Each of Steer’s projects is led by a **Project Director**, accountable for the delivery of a high-quality proposal or project addressing our client’s requirements. The Project Director is also accountable for the overall success of the project, including accuracy and quality of work, commercial performance, compliance with Company procedures, risk management, effective team working and ensuring staff welfare and safety. Project Directors are senior members of staff, able to draw on their experience and skills to meet emerging challenges and address issues as they arise.

Each project is led on a day-to-day basis by a **Project Manager**. They are responsible for the technical and financial management and planning of work, deploying resources and skills to deliver the project to time, cost and appropriate quality standards. We have developed an in-house project management training program called Improved Management of Projects and Control Techniques (IMPACT), which is taken by all our consultants regardless of their seniority when joining the Company.

Lisa Buchanan will serve as Project Director with overall responsibility for the successful delivery of this project. Julia Wean will serve as Project Manager, responsible for managing the project on a day to day basis. They will be supported by two other team members from Steer, and will also seek to work closely with the client/s to ensure the best possible outcome.

### Organization Chart



## 2.2 Our Team Members

### **Lisa Buchanan** | Project Director

**Qualifications** | Lisa is a TDM specialist, with over 20 years of experience advising clients in the US, UK, and Australia on the planning and implementation of programs to reduce SOV trips and increase travel options. Her TDM planning experience includes the development of regional TDM Strategic Plans for the Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG). Her implementation experience includes overseeing the TDM programs in four TMOs in LA County as well as our employer outreach programs in San Diego and Washington DC.

As Project Director, Lisa will oversee the administration of this project, including contract negotiations, and will ensure that deliverables meet Steer quality standards.

#### **Relevant Projects**

- TMA Business Plan Development and Budget Guidance, SACOG
- SmartTrips Tri Valley, Livermore Amador Valley Transit Authority
- Go SaMo TMO, City of Santa Monica

### **Julia Wean** | Project Manager

**Qualifications** | Julia brings hands on experience managing TMAs and implementing TDM strategies in various settings. She has a background in transportation planning and employer assistance with regional and local TDM regulation. She has worked with public and private sector partners to advance regional transportation goals and promote alternative transportation solutions, bringing national experience from having implemented TDM programs on both the east and west coasts. She currently serves as the TMA Council Chair for the Association of Commuter Transportation.

As Project Manager, Julia will manage the project day to day and be the primary contact with the client.

#### **Relevant Projects**

- TDM Strategic Plan, SCAG
- TMA Business Plan Development and Regional Guidance, SACOG
- Warner Center TMO Development and Management, City of Los Angeles

### **Kate Bridges** | Senior Project Support

**Qualifications** | Kate is a transportation planner with a background in multimodal transportation planning and transportation demand management. Kate's TDM experience includes strategic planning for employers, TMAs/TMOs, municipalities, and regional planning agencies. She is currently working locally with Oregon Metro to complete an inventory of TDM infrastructure and programs in the MPO's jurisdiction. Kate is also deputy project manager for the SCAG TDM Strategic Plan and providing project support for the development and management of Warner

Connects, a new TMO collaboration between the City of Los Angeles Planning Department, City Council District 3, and the business community in the San Fernando Valley.

As Project Support, Kate will assist Julia with employer outreach, model analyses and the implementation plan.

***Relevant Projects:***

- SCAG Strategic TDM Plan,
- Warner Center TMO Development,
- Go Glendale TMA Management

**Hank Kaplan** | Junior Project Support

In our Los Angeles office, we have a team of four experienced interns who all specialize in TDM. We have identified **Hank Kaplan** to provide support to this project. Hank currently works on the Warner Connects TMO Project. Utilizing his research skills, Hank will be able to provide survey support, outreach and marketing to garner input and engagement as we reach out to stakeholders in Menlo Park and Foster City.

A resume for each of our proposed team members is included in Appendix C.

# Foster City Scope of Work

## 1.1.1 Project Management

### *Task 1: Project Inception and Kick off Meeting*

Steer will conduct an in-person project kick-off meeting to introduce our staff to the Foster City project team and formally agree on project goals and schedule. We will:

- introduce the project and the project teams
- review scope, deliverables and timelines
- identify and assemble available data and information
- discuss relevant issues, challenges and expectations

Our objective for this meeting will be to understand the City's vision for the TMA. This understanding will be crucial to understanding how each TMA model fits within the local context and aligns with the City's actual long-term goals and objectives. We'll want to examine:

- What are the biggest transportation challenges driving interest in TMAs and transportation demand management as a congestion management strategy?
- What is the economic and business environment like and can we anticipate that employers will be enthusiastic participants?
- What level of city resources are available for ongoing support of the TMA?

### *Task 2: Progress Reporting and invoicing*

During the kick-off meeting, Project Manager Julia Wean will confirm the City's preferred method for progress reporting and invoicing. We recommend bi-weekly check-ins with each city to update city staff on project progress and monthly invoicing, as well as monthly meetings with the entire client team.

## 1.1.2 Phase 1: Gather Commute Habit Data

During Phase I, Steer will collect data from local employers about their employee commute habits to better understand these daily travel patterns. To do so, Steer will engage the local business community, distribute travel surveys, and obtain geospatial data where possible.

The goal of this data collection will be to understand:

- How are people traveling to/from work in Foster City?
- What are the biggest (perceived) barriers to using alternative modes?
- Which alternative modes would be most attractive to those willing to try something else?
- What services would be most useful to people who want to explore new options?

*Task 1: Outreach to Foster City Employers/ Organizations*

Steer will lead outreach to the local business community to understand employers' needs and concerns with respect to transportation and collect data about employee commute habits. We will use different outreach methods for large and medium/small businesses in order to reach a bigger sample of employers more efficiently. For example, we expect that the City will be able to help make initial contact with some of the largest employers, but to reach smaller organizations we may consider working closely with the Foster City Chamber of Commerce or similar organizations who are in regular contact with local employers.

**Stakeholder Interviews:**

Steer will work closely with city staff in Housing and Economic Development to develop a list of target employers from small, medium and large employers in both Menlo Park and Foster city. Steer will then work to schedule up to 10 in-person or teleconference interviews with high-ranking representatives at each of these employers. We will prioritize in-person interviews with the largest employers who account for the largest influx of daily commuters.

Initially, our goals will be to understand what, if any, transportation-related programs or services the employer currently provides and the rationale behind those investments. It will be important to understand how many and to what extent employers are working to provide alternatives for employees, what their current expenditures are, and what they view as the benefit to these programs.

We will devise an interview script/protocol that roughly addresses:

- Current commute trip reduction programs, if any
- Annual expenditures
- Company's rationale for investment in commuter benefits
- Data related to employee travel patterns including mode split, preferences, perceived barrier
- Interest in participating in an Employer Task Force or in participating in a potential TMA
- Willingness to distribute additional surveys to employees and method for doing so (Task 2a) as well as any recent past experience of doing so (to best understand how to get the highest response rate)

We will arrange interviews with employer representatives who most closely fit the description of Employee Transportation Coordinator, usually a person in the Human Resources Department who is familiar with employee benefits and programs. As possible, we will also do our best to include higher-ranking representatives who have expanded decision-making power within their organizations.

A second goal of these interviews is to build rapport with the employer and secure their full commitment to the employee questionnaires in the next task; our experience is their buy in to the process and understanding of the value it brings makes a tangible difference to response.

### **Medium and Small Business Outreach and Workshops:**

Steer will also host a small business workshop in Foster City in order to balance the perspectives of the large employers. This will be intended to make small businesses aware of the upcoming commuter survey and solicit champions within these smaller organizations to drive greater survey participation.

We have also budgeted for staff to spend half a day of time in Foster City completing “drop-in” outreach. We have found that for smaller retail and restaurant employers this strategy is often more successful than requesting that they attend workshops. The “drop-in” outreach will be targeted in downtown areas and other special districts under consideration for the Small/Med Employers TMA model.

### *Task 2a: Collect Survey Data from Menlo Park and Foster City Organizations*

Steer will collect quantitative and qualitative data to understand commute habits for individuals traveling to Foster City. We strongly believe that the most value will come from the commute surveys which will provide the foundation for our analysis. Where appropriate, we will complement that data with city traffic counts and geospatial data provided by third-party companies. Our experience is that there are limitations with different data sets and we set those out briefly in the table below. We would like to discuss these with you at project kick off.

**Table 0.1: Limitations on Data Collection**

Data Source	Quantitative	Qualitative	Limitations
Travel Surveys	<ul style="list-style-type: none"><li>• Mode share</li><li>• Origin (zip)<sup>1</sup> and destination</li></ul>	Preferences, barriers	Privacy restrictions may limit the detail and scope of O-D data.
Traffic counts	<ul style="list-style-type: none"><li>• Traffic volume</li><li>• Level of Service</li></ul>		Provides an understanding of the most congested corridors but is less applicable to TMA operations.
Commercial Datasets (Streetlight)	Origin and destination		Can be costly.

The Employer Commute Survey provides the most valuable context for the development and deployment of TDM programs either by an organization itself or a TMA. Steer will develop this survey based on best practices we have developed from administering commute surveys in both the public and private sector. Survey questions will be designed to obtain information about daily

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<sup>1</sup> Employee privacy is typically a very significant issue when gathering data about commute travel patterns. Frequently, employers are unwilling to share information about home addresses. Therefore, it is unlikely that origin/destination data will be available at a level more specific than zip code, if at all. It is also unlikely that companies or individuals will permit collection of data from third-party applications.

commute modes, which will be used to establish mode share for each employer. In addition, qualitative questions will address preferences for one commute mode over another, barriers to behavior change, areas where transportation options could be improved and so on. These questions will provide background on how people commute, why they do so, and what services would be most suitable from a TMA or TDM service provider. Steer recently worked with Southwest Contra Costa County 511 and the City of San Ramon to administer their commuter survey and report on its findings. We will provide a draft of the survey questions to the City for review and comment before releasing the survey to employers.

We will work with Housing and Economic Development to identify the full list of local employers/ organizations. Using that list, as well as contacts from our meetings in Task 1, we will solicit responses from at least 30-50% of local employees who receive the survey. We frequently work with employers to assist with survey administration as part of regional air quality regulation in Southern California which requires a minimum of a 60% response rate and have always had success. Based on our previous experience, the following steps can drastically improve survey response:

- Establish a set window during which time we would like the survey distributed and a deadline for all employee surveys to be submitted
- Provide ETCs and employer contacts with marketing material and language they can use to distribute electronic survey link (as well as paper surveys if deemed necessary).
- Encourage the delegation of survey distribution to team leaders and managers who are able to better encourage participation from those with whom they work closely.
- Provide incentives (i.e. gift cards) for ETCs that participate and achieve the desired participation levels within their worksites.
- Provide incentives (through raffles) for individuals who respond to the travel survey.

Additionally, we think it is important to set expectations for the raffle early by ensuring that we discuss it and emphasize its importance at our initial meetings with ETCs and other employer contacts. We will seek to understand from them what has been effective in their organizations for previous surveys.

#### *Task 2b: Analyze Existing Data*

Steer will conduct analysis of quantitative and qualitative data to establish a baseline for Phase 2 Analysis of TMA options as well as future performance monitoring should the city proceed with implementing a TMA. Data analysis will be conducted in **Excel** using outputs from electronic surveys and any available relevant traffic count data.

Data	Metric	By Employer	City
Quantitative	Mode share	x	x
	Percentage of employers who provide commuter benefits		x
	Survey response rate	x	x
	Traffic counts		x
Qualitative	Most common barriers to behavior change	x	x



	Most common benefits used	x	x
	Most preferred alternative modes	x	x
	Most desired TDM program or service	x	x

**Table 0.2: Data Analysis Metrics**

### 1.1.3 Phase 2: Detailed Analysis of TMA Options

Phase 2 of the project will be dedicated to developing an options analysis report, based on criteria established by the City of Foster City. Steer will present five options and evaluate each according to the City's criteria, as well as a cost-benefit analysis, and present recommendations for the best option(s). Following the selection of the best option, Steer will develop a TMA implementation framework in Phase 3.

#### *Task 1: TMA Background Research*

Steer will provide background research for the City of Foster City on best practices for local, regional and national TMA models to support the development of the alternatives to be considered.

Steer has considerable experience providing best practice research on TDM programs and implementing agencies, which we will draw upon for this task:

- Developed and/or relaunched similar TMAs in the cities of Glendale, Santa Monica, and Warner Center area of Los Angeles with similar considerations to membership structure, service provisions, and financial models;
- Conducted systematic review of business models and provided recommendations for TMA funding for the Sacramento Council of Governments;
- Compiled best practice research regarding TDM ordinances and programs that included funding, administration and implementation.
- Participated in ongoing industry best practice demonstrations and discussions through professional networks such as the Association of Commuter Transportation.

We also undertook a similar task for SACOG (provided as a Work Sample in Appendix A) and will bring added value to the task by building on that strong base of information.

Steer will prepare a Background Research Memo that will include summaries for each identified business model and up to three brief case studies/examples for each model. Data will be collected via phone interviews and web research.

The Memo will focus on the following TMA characteristics with respect to each of the TMA model types, and why these features work or do not work in a specific context.

- *Market Share:* Percentage of potential members or users involved in the TMA.
- *Market Segmentation:* Major TMA user groups, such as employees, students and community members and subgroups within those such as types of employees or demographics of residents, if available.

- *Geography*: Level of density and access to multi-modal options (relatively fixed to Menlo Park and Foster City).
- *Operating Budget*: Size of operating budget.
- *Funding Streams*: Way TMA is funded, such as through public funds or membership dues.
- *Organization Goals*: The ultimate mission of the TMA, such as mobility, sustainability, or benefits provisions.
- *Leadership*: The operational structure and management of the TMA.
- *Service Provision*: Levels of TDM service for each member, ranging from basic support (marketing, guaranteed ride home) to more comprehensive services such as on-demand microtransit or MaaS.

#### *Task 2: Specific TMA Model Analyses*

Using the best practice research and the existing conditions analysis, Steer will evaluate the TMA models with respect to characteristics in Foster City context. The model analysis is largely an exercise at determining the optimal scale of the TMA, which will ultimately influence types and level of TDM service provided to members and target user groups.

For each model, Steer will indicate the relative benefits and risks, the effectiveness of reducing congestion and GHG emissions, and the relative alignment with and support for other TDM programs and planning activities (Safe Routes to School, Transportation Master Plan).

**Table 0.3: Sample Evaluation Matrix**

TMA Model	Small – Medium Employer	Citywide
Definition:	Smaller employers located in the downtown core.	Small and large employers; potentially residents.
Benefits		
Risks		
Costs (Employers, City)		
Funding Sources		
Operating Costs		
Participation of Key Stakeholders		
Effectiveness at Reducing Congestion and GHG Emissions		
Governance Structure		
Alignment with City Programs		

Each of these characteristics ultimately inform funding streams (budget), staff resources, and level of service. This will provide the groundwork for a thorough cost-benefits analysis in Task 3.

A draft of our Options Analysis Report, incorporating our TMA Background Research, will be provided to the City for one round of comments before the final draft is provided.

### 1.1.4 Phase 3: Implementation Plan for TMA

#### *Task 1a: TMA Cost Benefit Analysis*

Steer will provide a Cost Benefit Analysis that weighs the cost and benefits of each of the shortlisted TMA models within the Foster City context. Criteria will be derived from the best practice research, employer survey results, internal City staff input, and City Council and Commission guidance. The characteristics presented in Table 4.3 will inform each of the scenarios considered in the CBA.

#### *Task 1b: TMA Service Analysis*

Steer will conduct a service analysis that examines in-depth the types of TMA services appropriate for the Foster City context based on the feedback from employers and the commute survey. This analysis will determine what services would make the TMA most valuable to its target users and what levels of funding or staff resources would be required to achieve that level of service.

The information gained from our stakeholder engagement carried out in Phase 1 will be crucial to this task, as it may uncover demand for services previously not considered. For example, when Steer conducted data collection as part of the development of the Warner Connects TMO, we discovered that lunchtime travel was a significant concern for many employees in the area, and were able to then focus the TMO's service plan around helping employees access various modes for short trips in addition to their commutes.

**Figure 1 Relationship between TMA funding streams, staff resources and levels of service**



#### *Task 2: TMA Framework Recommendations for Foster City*

Based on the CBA and Service Analysis, Steer will make recommendations for the best TMA model and propose a framework for TMA development and operations. This will include:

- Proposed board structure

- Membership dues structure to achieve and sustain the desired levels of funding
- Recruitment process for board and member participation, including process for selecting officials for leadership positions
- Suggestions for future performance monitoring

#### *Task 3: Define Foster City's Long-Term Role in the TMA*

Along with Task 2, Steer will conduct an internal workshop with City staff to help develop advice for the City's long-term role and participation in the TMA. Several important considerations will be discussed that affect whether the TMA is self-sustaining and successful in reducing SOV trips. If possible, we recommend that City staff from additional departments (finance, legal) also participate in these conversations to best understand the financial and administrative role the City can play in the TMA moving forward.

- Advisory role: will the City retain control or transfer control of TMA operations to its members.
- Will the City retain a seat on the board and or voting rights?
- Will the City continue to provide funding for the TMA?
- Is an entity controlled by the City legally permitted to collect dues payments from TMA members?
- If necessary, what type of entity (non-profit) is required to allow the TMA to accept public and private funds.

Our final deliverable will be a report summarizing the work undertaken over the period of the study, and an implementation plan for the optimal TMA model to achieve City and stakeholder objectives. A draft report will be provided for one round of City comments before a final draft is provided.

#### *Task 4: Attendance at City Council and Planning Commission meetings*

Steer will prepare for and attend and present at two meetings; one of the City Council and one of the Planning Commission.

Should attendance at further meetings be required they would be charged at \$870 per meeting including travel costs.

Project Schedule												
	2019						2020					
	July	August	September	October	November	December	January	February	March	April	May	June
<b>Project Management</b>												
Task 1: Project Inception and Kick off meeting												
Task 2: Progress reporting and invoicing												
<b>Phase 1: Gather Commute Habit Data</b>												
Task 1: Outreach to Menlo Park Employers/ Organizations												
Task 2a: Collect Survey Data from Employers/ Organizations												
Task 2b: Analyze Existing Data												
<b>Phase 2: Detailed Analysis of TMA Options</b>												
Task 1: TMA Background Research												
Task 2: Specific TMA Model Analyses												
<b>Phase 3: Implementation Plan for TMA</b>												
Task 1a: TMA Cost Benefit Analysis												
Task 1b: TMA Services Analysis												
Task 2: TMA Framework Recommendation for the City												
Task 3: Define City's Long Term Role in TMA												

## 4 Fee Estimate and Exceptions

### 4.1 Fee Estimate

We have provided our fee estimate in a separate envelope, one for City of Menlo Park and a separate fee for Foster City.

### 4.2 Table of Exceptions

Our proposal does comply with the requirements as defined in this RfP.

## 5 References

A fuller description of each of these projects is included in Appendix A.

<b>Project Name:</b>	<b>iCommute Employer Outreach Development and Implementation Support</b>
Client:	San Diego Association of Governments
Client Project Manager:	Deborah Jones
Telephone:	+1 619 595-5614
Email:	<a href="mailto:Deborah.Jones@sandag.org">Deborah.Jones@sandag.org</a>
Type of work performed:	Employer outreach and program/incentive implementation
Value of contract:	Approx. \$2,000,000 (most recent contract, 2016-2019)
<b>Project Name:</b>	<b>GoSaMo TMO</b>
Client:	City of Santa Monica
Client Project Manager:	Colleen Stoll
Telephone:	+1 310 458 2201 ext. 5318
Email:	<a href="mailto:Colleen.stoll@smgov.net">Colleen.stoll@smgov.net</a>
Type of work performed:	Establishment and management of TMO for employers, residents and visitors.
Value of contract:	\$250,000 per year for Steer (currently in year 3, and just renewed for year 4)
<b>Project Name:</b>	<b>TMA Business Plan Development and Regional Guidance</b>
Client:	Sacramento Area Council of Governments
Client Project Manager:	Sabrina Bradbury
Telephone:	+1 916 340 6211
Email:	<a href="mailto:sbradbury@sacog.org">sbradbury@sacog.org</a>
Type of work performed:	TMA Business Planning and recommendations for continued funding structure of TMAs and TDM projects in the region
Value of contract:	\$80,000

# A Appendix A Our Qualifications

## A1 Firm Profile

Launched in 1978, Steer (formerly Steer Davies Gleave) has grown to become one of the world's leading independent transportation consulting firms. We are focused on the planning and development of transportation programs that encourage the use of sustainable alternatives that reduce drive alone trips and vehicle miles travelled (VMT). As a firm, we understand that a highly efficient, multi-modal transportation system, seamlessly integrated with surrounding land use and the urban realm, will ultimately achieve safe environments for all users and meaningful transportation behavior change.

Headquartered in London, with offices in Los Angeles, San Diego, Washington D.C., Boston, New York, Canada, Europe, and Latin America, Steer has over 450 transportation professionals globally. Our diverse staff brings European experience supplemented by global expertise and a local perspective to the challenges faced by our clients. Steer has built a comprehensive portfolio working in the U.S. and further details about us can be found on our website at [www.steergroup.com](http://www.steergroup.com).

We work closely with our clients, project partners and stakeholders to understand local needs, establish meaningful and relevant goals and strategies and develop effective, efficient, economic, creative, innovative and deliverable solutions with local support. We are experts in behavior change with experience planning and implementing TDM programs across all scales - we help employers develop and implement TDM plans at their worksites, local jurisdictions establish policies to promote sustainable travel, and metropolitan planning organizations coordinate regional TDM efforts and create guidance documents that may be utilized by various agencies and organizations.

We have been active delivering consulting projects in California since 2007 when we developed the transit master plan for the Sacramento Regional Transit District. Since then we have delivered a range of projects, nearly all related to Travel Demand Management and many related to employer support.

- In San Diego County, Steer has been supporting TDM strategic development and program implementation for the San Diego Association of Governments (SANDAG) since 2012, initially through a TDM Strategy for the North Coast Corridor. In 2014, Steer developed an Employer Outreach Strategy for SANDAG's iCommute program, their local TDM program. SANDAG wanted to revitalize the way they conducted outreach to achieve more effective and efficient participation. Steer now provides support implementing the program by providing four local iCommute employer outreach team members.

- In Los Angeles County we serve as the Executive Director for the Go Glendale TMA and the Burbank TMO; and we also developed and now manage the Santa Monica TMO and new Warner Center TMO. We have prepared TDM Plans for Mount Saint Mary's University, Loma Linda University and Children's Hospital, Los Angeles and we are currently developing a Strategic TDM Plan for SCAG offering TDM solutions for the wide range of conditions across Southern California.
- Further north, we are currently working with SACOG to develop business plans for local TMAs and are in the process of contracting with MTC to support employer engagement in Napa Valley. Over the past two years we have worked closely with Livermore Amador Valley Transit Authority to increase transit ridership on their services using Personalized Travel Planning and have provided the same support to Santa Cruz Regional Transportation Commission.

## A2 Relevant Experience

To demonstrate our relevant experience, we have selected three current projects which we consider most relevant to the scope of work required here by Menlo Park and Foster City. They have been chosen to highlight different aspects as follows:

- **City of Santa Monica –Transportation Management Organization Consulting Services**
  - Working with stakeholders from the outset to build the right TMO model for the City, recruit an Advisory Team and develop a work and marketing plan for the City's diverse attractors
- **San Diego Association of Governments – Employer Outreach Strategy and Implementation**
  - Developing a new employer outreach strategy focused on the largest employers in San Diego County and subsequent implementation of that over the past five years
- **Sacramento Association of Governments (SACOG) - TMA Business Plan Development and Regional Guidance**
  - Supporting existing TMAs to improve their operations and services, to facilitate more TDM in the region and with the goal for the TMAs to be less reliant on SACOG funding



<b>Project:</b> TMO Consulting Services	<b>Client:</b> City of Santa Monica	<b>Year:</b> 2016 – ongoing
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Steer contracted with the City of Santa Monica in 2016 to start the Santa Monica Transportation Management Organization (GoSaMo TMO). GoSaMo TMO serves as Santa Monica’s one-stop shop for transportation resources and information. Now in our third year, Steer continues to expand the TMO’s reach, increase engagement and foster behavior change among commuters, residents and visitors in Santa Monica.

### **Strategic Planning and Establishing the TMO**

In the first few months of GoSaMo’s existence, Steer engaged in the following work to establish a strong foundation for the TMO:

- **Stakeholder meetings:** held with representatives including Santa Monica residents, employers, sustainability advocates, bike advocates, elderly programs advocates, local and regional transit service providers, and many more. We collected input and ideas on how the TMO could be helpful and identified the transportation needs and gaps in the community.
- **Advisory Team:** we established an Advisory team of key stakeholders in the community to guide the work of the TMO.
- **Work Plan:** we worked with the Advisory Team to create a work plan to inform our day to day activities. The TMO continues to refine the work plan with direction from the Advisory Team.
- **Brand Identity, Website and Logo:** Steer worked with the City to establish the GoSaMo TMO brand identity and website, [www.gosamotmo.org](http://www.gosamotmo.org), that could be used as a transportation resource along with a strong identifiable logo; this built on the already existing strong GoSaMo brand in the City.

### **Transportation demand management (TDM) services**

The TMO’s approach combines best practices and implementation strategies which have proven to be successful for commuters across Southern California and beyond. TMO staff are practitioners of Steer’s customized motivational interviewing technique, an engagement model for in-person outreach that helps to influence travel by empowering individuals to understand their transportation challenges and identify alternatives to single-occupancy vehicle (SOV) travel.

Unlike most other TMOs, the GoSaMo TMO is unique in that it is fully funded by the City of Santa Monica for the first three years. The TMO works on reducing drive alone trips in Santa Monica by approaching each segment of the target audience differently.

*Employers* – The TMO staff take an active outreach approach to engage employers. In year one they reached out individually to over 150 of the 462 employers with over 30 employees, to introduce the TMO and offer assistance with their transportation-related needs. In year two the TMO has provided information to 225 employers through drop-in stops and calls. The TMO has also begun to provide services to employers for a fee, including creating detailed TDM plans or serving as consultant Employee Transportation Coordinators (ETCs) for employers.

*Residents* – The TMO has engaged Santa Monica residents through a number of outreach events and piloted a *New Resident Welcome Packet* for the Downtown neighborhood that includes all the

relevant transportation information a new resident needs in order to get around. The goal is to reach them before the driving habit is formed.

*Visitors* – The TMO engages visitors through several high visibility outreach events where staff ask about how they got to Santa Monica and how they plan to get around the city. TMO staff use motivational interviewing to provide information and encourage sustainable traveling choices.

### **Achievements**

Since officially launching in late 2016, the TMOs key achievements include:

- Met with or provided information to over 375 employers representing over 26,000 employees
- Organized over 20 Lunch & Learn and other TDM events attended by over 400 individuals
- Participated in over 40 City-led or community events
- Created and distributed monthly newsletters, with an average open rate of 26%
- 85% of employers surveyed in June 2018 felt that the information provided by the TMO was good or very good



- Expanded the City's existing Safe Routes to School Program to private schools
- Partnered with Waze Carpool to provide discounted rides to commuters in Santa Monica reducing 100,626 VMT and diverting 79,863 lbs of CO<sub>2</sub>
- Created detailed commute maps for 9 employers, representing 1,200 employees
- Launched a Twitter account in January 2018 with impressions increasing monthly
- Started a LinkedIn group to connect directly with ETCs

**Project:**  
**iCommute Employer Outreach**

**Client:**  
**SANDAG**

**Year:**  
**2014 – ongoing**

Steer has been supporting TDM strategic development and program implementation for the San Diego Association of Governments since 2012. In 2014, Steer developed an Employer Outreach Strategy for SANDAG's iCommute program, their local TDM program. SANDAG wanted to revitalize the way they conducted outreach to achieve more effective and efficient participation. Steer also plays a role in implementation, doubling the outreach staff by providing four local iCommute employer outreach team members.

Steer implemented a new strategy that's rooted in research-based engagement techniques, utilizing a customized combination of Question-Based Selling, a sales-based approach to marketing, and Motivational Interviewing, a behavior change model for in-person engagement. The iCommute outreach team serves defined territories and uses the Salesforce customer relationship management software to manage leads, monitor outreach progress, and track employer results.



A significant program change was the approach to iCommute's employer recognition program, the Diamond Awards. The previous nomination-based approach was cumbersome, time-intensive, and limiting in terms of who was recognized. Steer's recommended approach was to create a transparent, 'automated' system where employers are given criteria which they need to meet to gain points that correspond to increasing recognition levels. This approach recognizes the efforts of all participating employers and instills confidence in employers that being recognized is within reach.

The team has developed relationships with over 275 employers (a majority of which have 200 + employees), representing over 500,000 commuters (roughly quadruple the previous program). The account executive team has also conducted detailed commuter behavior surveys of 120 large employers (less than five employers had previously surveyed) and data collected from employers representing nearly 300,000 commuters.

After the overhaul of the Diamond Awards program, we have awarded and recognized nearly 100 top-tier employers with Diamond Awards for their commuter program efforts (previously only 12 awards were given out and 25 nominations recognized).

The Rideshare Challenge also saw 40% increased employer participation (86 employers took part in the challenge in 2018). The outreach team raised awareness of iCommute from employers by nearly 30% county-wide. Steer also helped develop unique partnerships with Uber and Waze Carpool.

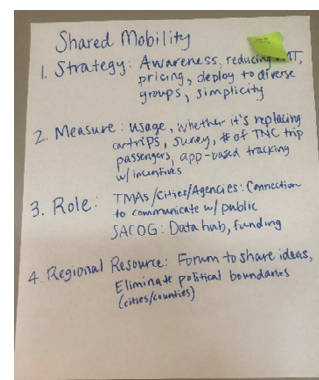
<b>Project:</b> TMA Business Plan Development and Regional Guidance	<b>Client:</b> SACOG	<b>Year:</b> 2018 – ongoing
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On behalf of SACOG, Steer provided business guidance to five of the region’s TMAs to help them manage upcoming funding instability. For each TMO, we developed a business plan including five key sections:

- Existing Conditions
- Expenditure Assessment
- Goals and Objectives
- Strategic Opportunities and Challenges
- Action Plan – which included specific advice as to how they could strengthen their organization and be more financially independent from SACOG in the future.

Subsequently, our team worked with SACOG to provide recommendations for their own region-wide TDM funding structure. We helped SACOG think through their overall long-term goals related to their TDM programs, and provided suggestions that highlighted a focus on the facilitation and encouragement of measurable results among funding recipients. As part of this we facilitated a workshop for key TDM stakeholders in the region (Cities, TMAs, transit agencies, etc.) to better understand what ‘success’ meant to them and how they measured it. We worked with the group to consider three areas:

- Successful programming – identifying the programs or strategies that they feel are most successful
- Measuring success – understanding how the stakeholders measure the success of their TDM programs including success in terms of both impacts and outcomes.
- Resourcing: describing the resources needed for each strategy to be ‘successful’. Resources included levels of funding and staff time, as well as umbrella programs (e.g. regional trip logging platforms).



We are now supporting SACOG to develop a new strategic evaluation framework and guidance on collecting key metrics that is relevant to TDM evaluation. This framework will be used as a guide for TDM funding applicants to help them set measurable goals, and funding recipients to continue to measure and report on the progress of their programs. It will be set up in a way that allows SACOG to easily estimate impacts such as VMT or trip reduction from the outcomes of the programs they fund and ultimately gain an understanding for the types of programs or projects that are most successful.

We are supporting SACOG in the development of this framework by:

- Developing a reporting framework for current funding recipients to allow SACOG to standardize the way they receive data
- Producing application and reporting forms that will help funding recipients set measurable goals and think through project risks and benefits from the application phase.
- Developing a core narrative and documentation to ensure the framework can be applied by the SACOG team and program partners for future evaluation cycles.

### **A3**    **Work Sample**

As required, we have provided one work sample; this can be found in Appendix B.

## B Appendix B: Work Sample

National TMO Structure and Operation, SACOG



To SACOG

Memo

From Steer

Date 16 October 2018

Project SACOG TMO Business Plans

Project No. 23360201

## Existing Conditions: National TMO Structure and Operation

### Summary

Transportation Management Organizations and Associations (TMOs and TMAs) exist across North America to help improve mobility and decrease congestion. TMOs were originally developed in the late 1980s and early 1990s by the business community to reduce commute-related trips by promoting alternative transportation modes such as carpooling, taking transit and walking or bicycling. Since then, TMOs have continued to develop and evolve, operating with a wide range of funding and operational structures and serving a variety of different user groups.

In the past few years, TMOs have experienced a resurgence, with renewed interest from both the public and private sectors after new technology and mobility options have made it possible for TMOs to work with their audiences in new ways. As SACOG region TMOs evaluate and improve upon their business plans, it is beneficial to look at the TMO landscape throughout the country and learn from successful cases.

This Memo lays out seven unique attributes which contribute to the structure and operation of TMOs outlining various structures within each attribute:

- Market Segmentation
- Market Share
- Geography
- Operating Budget Size
- Funding Streams
- Organizational Goals
- Leadership

Rather than suggest “best practices” within each attribute, this memo acknowledges that the effectiveness of a TMO’s structure relies on a multitude of factors, and therefore instead explains how and when various structures will be most successful. After defining each attribute, it uses matrices to evaluate the benefits and drawbacks of structures within them and describes situations that lend themselves to each structure.

The Memo also provides five Case Studies, which give examples of TMOs throughout the country that are unique or notable in their approach to the attributes listed above in ways that may be relevant and interesting to SACOG and the region’s TMOs.

## TMO Operational and Structural Attribute Comparisons

### 1. Market Segmentation

Market segmentation refers to a TMO's user groups, such as employees, students, residents or visitors. Traditionally, TMOs worked only with employers, but many now offer membership options for residential developers and property managers, and even communities themselves to service a wider audience such as visitors. Programs and services themselves are typically designed around these target user groups meaning that Market Segmentation impacts funding streams not just through membership dues but also through eligibility for targeted grant funding. When considering expanding or adjusting Market Segmentation, a TMO should consider staff capacity and available mechanisms for connecting with various audiences.

	Employers Only	Employers and Residential Developers	Employers, Students, Residents, Visitors
Description	TMO Membership is entirely comprised of employers and their constituents.	TMO Membership comprises both employers and property owners and their managers. Target audience may be employees and residents.	TMO Membership includes the entire community. Target audience includes employees, residents, visitors.
Benefits	<p>TMOs can offer highly specialized programs for commute trips.</p> <p>Ease of communication with employees. Ease of performance tracking through commuter survey.</p>	TMOs can still run a relatively specialized suite of services to influence commute and non-work trips.	TMO programming captures the range of trips made in and out of the service area, which may have a greater impact.
Drawbacks	TMOs will only influence incoming local commute trips, which may have a smaller impact overall.	TMO resources are spread among different user types which may require more staff time and budget. More difficult to engage and influence residents.	<p>TMO resources are spread among different user types, which may require more staff time and budget, or, with smaller budgets programs may be too broad to be effective.</p> <p>It is also difficult to track performance for some of these groups.</p>
Best For	Member-based TMOs that assist employers with regulatory compliance, or areas with clusters of mid-large sized businesses with similar access to transit or mobility options	Member-based TMOs that assist employers, property owners, and their designees with regulatory compliance. Areas with clusters of mid-large business or office parks with multiple tenants.	Government funded or hybrid TMOs whose goals are focused on the community.



## 2. Market Share

Market Share refers to the percentage of Membership or engagement as it relates to the organization's total potential Membership or audience. For example, for a TMO that works exclusively with businesses, market share would be the percentage of eligible businesses within the region who are Members. Market Share is an important measure reflecting the extent of coverage provided by the TMO. Though Market Share could also be used to evaluate engagement of individuals within a TMO's market, this document aims to focus on a business case and therefore is evaluating in the context of potential Membership dues. Though it may seem obvious that a larger market share is preferable, TMOs may actually have more impact if they're able to focus efforts on a few key Members or user groups. Similarly, effort and staff time required to increase market share may take away from efforts toward successful program implementation or administration.

	50% of Audience or More	25-50% of Audience	25% of Audience or Fewer
Description	TMOs collect more than half of its potential dues based on its current dues structure.	Roughly a quarter to half of potential dues are collected.	Only a quarter or less of potential dues are collected.
Benefits	Can result in more funding and better engagement among members. Can also mean larger impact on the community.	Can still result in strong levels of funding and engagement.	TMOs can provide a higher quality service to a few engaged members with less administrative costs.
Drawbacks	May require substantial staff resources to provide quality services and larger operating budget.	Requires dedicated staff resources and budget. Less impact in the community.	Less impact in the community and may result in greater difficulty meeting sustainability or trip reduction targets.
Best For	Areas with strong regulatory environments that require or complement trip reduction programs.	TMOs who want to make change within a few large Members or audience targets	Areas with less regulation or with few large 'targets'

### 3. Geography

Geography can influence TMO operations. Levels of density and access to multimodal transportation options can facilitate TDM interventions and may have a large impact on vehicle trips. Naturally, the availability of frequent transit service makes transit ridership more feasible. Similarly, land use patterns, such as mixed-use or high-density, make it easier for people to walk or bike for short distances. In addition, areas with high density tend to be more congested and have more restricted parking, which also makes alternative modes more competitive in terms of time and cost. TMOs in less dense areas may need to employ more creative measures in order to reach their goals. TMOs may have little ability to change the density or landscape in their geographic region but it is important for them to acknowledge their situations in order to provide the best service possible for their audience.

	High Density & Multi-Modal Access	Medium Density and Multi-Modal Access	Low Density and Multi-Modal Access
Description	TMO service areas have high density and excellent multi-modal access.	TMO service areas have medium or mixed density and/or reasonably good multi-modal access.	TMO service areas are low density, with a majority of single-family residential use and low multi-modal access.
Benefits	TMOs have multiple options with which to influence behavior change.	TMOs have a higher potential to impact the community through advocacy for delivery of increased multi-modal access.	TMOs have the potential to target communities in the most need of better options, and 'small' wins can make a large impact.
Drawbacks	Alternative mode users are often firmly established, so while programmatic engagement may be high, behavior change can still be a struggle.	Imbalances in multimodal transportation coverage and land use may make programming less uniform among members. There may be pockets with very poor mobility options so programs and services may only work for portion of audience.	Land use patterns and accessibility may deter people from using certain modes (walking, biking and transit) and less congested roads with easily accessible parking will encourage drive-alone travel.
Best for	Programs that encourage transit, shared mobility, walking, biking.	Best for all modes.	Carpool vanpool and shuttle or flexible bus service

#### 4. Operating Budget

The size of a TMO's operating budget directly affects the amount and quality of services provided, as well as the span of coverage in a service area. Operating budget typically includes administrative staff time, overhead (office space, internet, phone), and programming and marketing costs.

TMOs operating with a small staff and a budget under \$100,000 may have a small number of members or may not be able to interact with their Members as directly or as often as an organization with several dedicated staff and double the budget. TMOs with operating budgets over \$500,000 are better positioned to run special services, such as shuttles, or offer more financial incentives. It is important to note, however, that a TMO's Operating Budget size does not necessarily define its impact. Many TMOs run successful trip reduction programs with limited funds using a combination of strategic thinking and creative solutions tailored for their specific audience size.

	Less than \$100,000	\$100,000-\$500,000	\$500,000+
Description	TMO operating budget is \$100,000 or less.	TMO operating budget is between \$100,00 and \$500,000 annually.	TMO operating budget is \$200,000 or more.
Benefits	Tight budgets often encourage prioritization of truly effective and impactful programs and services.	Can support traditional programming and services without having to sacrifice typical resources such as office space.	Can support traditional programming and services, as well as expand programs for advocacy or regional economic development, solidifying role of organization in larger regional landscape.
Drawbacks	Limited service package. Cannot accommodate a large service or a diverse market.	Service package with maximums, limited on-site events.	May generate additional share of administrative and overhead costs.
Best For	Smaller service areas, membership-funded TMOs, employer-only TMOs.	Medium to small service area, smaller market share or segmentation.	Medium to large service areas with larger market share and/or segmentation.

## 5. Funding Streams

Funding streams refer to the way a TMO is funded, whether through membership dues, grants, developer or traffic impact fees, public funds, or fee-for service work. Funding streams determine the operating budget and ultimately the scope of TMO programming and coverage. In addition, certain funding sources, such as federal or state grants, may require specific performance tracking measures that add to administrative costs.

	Publicly Funded	Membership Funded	Hybrid
Description	TMOs sole revenue source is from local and/or regional government.	TMOs operate solely on revenue received from dues charged to (usually private sector) Members.	TMOs receive revenue from both public and private funding streams.
Benefits	Funding is guaranteed as long as Government agrees to be invested.	TMOs are self-sustaining, which allow them to be flexible with budget and spending.	Multiple funding streams provide a level of security, as a loss in one stream may be less damaging.
Drawbacks	TMOs may be less flexible with how they can operate their budget.	Funding requires private sector engagement, with no guarantees. Programming will be determined by levels of Membership and may be limited.	Increased administrative load from accounting, budget management and documentation.
Best For	TMOs operating in environments with strong local policy, political support, or limited membership base.	TMOs operating in environments with many private partnership opportunities, a local compliance regime, or a strong membership base.	TMOs with both local support and strong, active membership bases that serve a wider range of users.

## 6. Organizational Goals

The ultimate mission of the TMO, whether to improve mobility, sustainability or benefits provisions, will be reflected in the services offered, performance measures, and potential funding sources. Organizational Goals also influence an organization's approach to engagement, advocacy and collaboration with other public agencies or private mobility operators. For example, a TMO whose goal is to improve mobility options may spend more time working with local transit operators or seek out partnerships with local TNCs to improve first/last mile connections, but may be less interested in providing programs to increase electric vehicle usage.

	Mobility	Sustainability	Benefits Provision
Description	Mission is to improve multimodal mobility options and access for users. Performance is often measured by participation rates, user satisfaction and mode share.	Mission is to reduce vehicle trips and increase alternative mode use to reduce greenhouse gas emissions. Performance is often measured by mode share and VMT.	Mission is to increase awareness and participation of transportation-related benefits. Performance is often measured by participation and user satisfaction.
Benefits	TMO regions are often attractive as pilot program locations for technology or new mobility companies. TMOs can demonstrate success through facilitating this type of program.	TMOs' missions may align with other broader community goals and marketing campaigns, which may bring their message to a broader audience.	TMO services are often easier to "sell" to developers and employers as a benefit that can be provided to tenants at relatively low cost.
Drawbacks	It is sometimes difficult to influence local planning and infrastructure efforts.	Success measurement may require more substantial performance tracking.  Mission may be less tangible to audience, requiring more engagement from TMOs.	Programs may be deemed unsuccessful without a critical mass of users.
Best For	TMOs in regions where congestion is an issue and multi-modal options exist or have the potential to exist,	Community-focused TMOs in areas with highly motivated populations.	TMOs with narrow market segmentation, focused on audiences who must meet specific regulations.

## 7. Leadership/Operational Structure

The Operational Structure and management of a TMO is an important consideration often related to funding streams. Some TMOs are merely an extension of local government and are therefore led by staff whose positions may or may not be dedicated to TDM policy. Other TMOs, often existing as not-for-profit organizations, are fully comprised and managed by the private sector. Often members of the business or residential community will volunteer their time to serve on an Executive Board. A hybrid structure would include situations where a TMO is not managed by the government but the government has some level of control.

	Government Staff	Executive Board	Government Staff and Advisory Board
Description	TMOs are extensions of local government and therefore managed by the public agency or government staff.	TMOs are managed by an Executive Director and Board with financial control, or exist as part of a larger, non-governmental agency with its own Board.	TMO is managed by an Executive Director in cooperation with local government. An Advisory Board provides guidance but may not have control over the operating budget.
Benefits	The government or public agency retains control of the mission and goals of the organization and can align programming with other goals and objectives.	Executive Board of membership signifies larger buy-in among user groups. TMOs may have a stronger influence over business community.	The government and private sector can collaborate on common goals.
Drawbacks	Staffing may include part-time staff who have additional unrelated responsibilities. Lack of dedicated staff can impact coverage and quality of services.	Requires time and commitment from members of the community.	It may be harder to achieve consensus on important issues, and TMOs may see less investment from an Advisory Board with less official decision-making power.
Best For	TMOs operating in highly regulated environments, with trip reduction goals closely tied to other sustainability or climate action programs.	TMOs operating in areas with less regulation or with a highly engaged business community.	TMOs operating in a regulatory environment with broad market segmentation.

## Case Studies

### Broad Market Segmentation with Public Funds: Go SaMo TMO, Santa Monica, CA

**Established:** 2016

**Budget:** \$250,000 annually

**Audience:** Employers, residents, students, visitors

**Full Time Equivalent Staff:** 1.5

**Funding Source:** Dedicated public funds

The Go SaMo TMO serves residents, employees and visitors in Santa Monica. Instead of maintaining a paying Membership base, all employers and residential buildings have access to TMO services, as the organization is funded completely by the City. This allows the TMO to work closely with employers, who are required to comply with local TDM regulation while also providing outreach to the community through events and campaigns. The City sees value in offering this assistance free of charge to the employers, and TMO staff are able to spend the majority of their time and efforts developing and implementing programming rather than working to recruit and retain Members to maintain a budget.

While this structure provides the organization with more flexibility than many TMOs, it also creates some unique challenges. The organization was developed to help the City reach trip reduction goals, and is evaluated in part by progress toward them. While the TMO is meant to serve the entire community, they do need to prioritize groups, such as large employers, where their impact will be most measurable.

### Taking Advantage of a Large Operating Budget: Greater Valley Forge TMA (GVF), King of Prussia, PA

**Established:** 1990

**Budget:** \$1.25M +

**Audience:** Employers, municipalities, developers

**Full Time Equivalent Staff:** 6

**Funding Source:** Public grants, Membership dues, Fee for service work

GVF operates with an annual budget of over \$1,250,000 comprised of a variety of public and private funding sources. The organization's healthy budget has allowed them to support a staff of six full time employees who serve a Membership base of 135 employers.

In addition to providing traditional TMA programming to its Members, GVF has been able to establish itself as a regional leader in community engagement and transportation advocacy, working closely with government agencies and acting as a resource for relationship building within the professional community. GVF has established multiple coalitions in the King of Prussia area, convening both public and private agencies to improve mobility along specific corridors or micro-regions. They have also established a separate Foundation focused on education

and community engagement surrounding transportation issues.

### Focused Efforts with a Small Budget: Go Glendale, Glendale, CA

**Established:** 1989

**Budget:** \$100,000

**Audience:** Employers, residents

**Full Time Equivalent Staff:** .5

**Funding Source:** Membership dues

Go Glendale was developed in 1989 as one of the first TMAs in the Southern California region. It operates with a smaller budget of approximately \$100,000 and serves 12 Members. As well as TDM programs and services, the TMA also provides advocacy support for transportation projects in the City of Glendale. Though the TMA is small, Go Glendale Members consist of large, active employers and residential developers. In particular, the organization's Board sees value in their involvement, meeting bi-weekly to discuss TMA operations. Though growth is in the plans for Go Glendale, their focus first is to provide the most impactful service to their current Members.

### Joining Forces to Expand Market Share: Move Minnesota, Saint Paul, MN

**Established:** 2018

**Budget:** \$1M - \$1.25M

**Audience:** Employers, universities

**Full Time Equivalent Staff:** 12

**Funding Source:** Public grants, Fee for service work

Move Minnesota was built from the partnership of two Saint Paul area TMAs: Transit for Livable Communities and St. Paul Smart Trips. In a climate where the organizations were previously competing for funding, the merger allowed them to reach a broader audience by taking a more regional approach and provide improved programming and services to their communities. The newly branded organization now represents 15,000 employees and students in the Twin Cities region and focuses much of their efforts on advocacy. They also have the resources to involve themselves in community engagement, focusing on underserved communities

### Utilizing Staff Resources to Develop Diverse Funding Streams: 128 Business Council, Waltham, MA

**Established:** 1987

**Budget:** \$1.25M+

**Audience:** Employers, residents, communities

**Full Time Equivalent Staff:** 5

**Funding Source:** Public grants, Dedicated public funding, Membership dues, Fee for service work

128 Business Council subsists from a variety of funding streams, both public and private. The base of their budget comes from private Membership dues with a small bit of dedicated public funding, but the majority of their budget exists through their shuttle program, funded by a subsection of their Membership who buy into the program and subsidize trips for their employees or tenants. Additionally the TMA is fortunate to employ staff with a wide set of planning skills, allowing them to offer a wide range consulting services and fee-for service work, which is presented to different audiences in a variety of manners. Employers, property managers and community Members have access to fee-for service work (charged hourly) such as transit map development, marketing assistance and support with local and state officials. Larger developers can also employ the TMA's services even before they join as

Members to develop transportation plans as a part of their permitting process. This work in particular is quite effective for the TMA, as it typically adds service to the shuttle network and raises visibility.



## C Appendix C: Key Staff Resumes

## Lisa Buchanan

Director

I am an expert in travel behaviour change with over 20 years' experience of developing and implementing programmes to reduce car use. I have advised local, regional and central government in the UK, Australia and the USA, as well as private sector clients across a broad spectrum of behaviour change studies. In doing so I have developed an excellent understanding of how change can best be effected and have a track record in successfully delivering sustained levels of modal shift away from the car. I am Head of Steer's Planning division in the United States and am responsible for our teams in Los Angeles and San Diego and our planning work across the country.

### Relevant skills

**Transportation Demand Management:** Lisa has led the Company's TDM activity since 2003 and built a dedicated team of professionals with unparalleled experience who deliver across the full range of TDM activity in the UK and the USA. The team seek to continually review and evaluate their methods to ensure they design and deliver effective behaviour change programmes and TDM strategies, focused on their client's objectives. We are passionate about delivering behaviour change to any given audience, or geography, in the most effective way. Lisa is also experienced in preparing strategies for Government wanting to develop the right package of TDM measures. For the San Diego Association of Governments, she managed the development of a TDM strategy focused on mitigating the construction impacts on the 27 mile long North Coast Corridor.

**Personalised/ Community Based Travel Planning:** Lisa can advise clients on every aspect of setting up and delivering a personalised travel planning (PTP) project. She has managed or directed over 50 PTP projects, targeting hundreds of households to over 70,000 households at a time. In 2007 she sat on the UK Department for Transport steering group overseeing the production of Making PTP Work and in 2015 served as a Member of the External Advisory Board for the EU funded **PTP-Cycle project**.

**Active Transportation:** Since 2011 Lisa has directed our work for the UK Department for Transport to build training capacity and raise the profile of the Bikeability brand across England. She has also trained stakeholders in Southern California on how they can encourage safer walking and biking in their communities as part of SCAG's Go Human campaign <http://gohumansocal.org/Pages/Home.aspx>.

**Employer Engagement:** Lisa led a 3 year programme for Transport for London to increase the quality and quantity of travel plans secured through the development control process through a comprehensive programme of engagement. She also worked for London 2012 to deliver their employer engagement program to minimise the impact of background demand on London's transport network during Games time. She is currently directing our TMA work for the City of Santa Monica and for Go Glendale and our support to the iCommute program for SANDAG.

### Qualifications

Oxford Brookes University  
*MSc in Transport Planning*  
1996

Oxford Brookes University  
*BA Hons Town/Urban Planning*  
1994

### Years of experience

22 Consultancy

## Projects summary

	Project	Client	Year/Location	Role
<b>Personalised/ Community Based Travel Planning</b>	Smart Trips Tri-Valley	Livermore Amador Valley Transit Authority	2018 -ongoing, Dublin, USA	Project Director
	Smart Trips Pleasanton	Livermore Amador Valley Transit Authority	2016 -2017, Pleasanton, USA	Project Manager
	User Oriented Transit Planning Project	Santa Cruz Regional Transportation Commission	2016 -2017, Santa Cruz, USA	Project Manager
	Curb the Congestion Motivational Interviewing	Community Transit	2017, Everett, USA	Expert Trainer
	Community Outreach, Education and Incentives for a Residential Transportation Options Project	Pierce County	2016, Puyallup, USA	Project Director
	In Motion Travel Conversation Campaign	King County Metro	2015, Seattle, USA	Project Director
	Management of West of England Sustainable Travel Team	Bristol City Council	2011 ongoing, West of England, UK	Project Manager/ Project Director
	Personal Journey Planning in Portsmouth	Portsmouth City Council	2013-2015, Portsmouth, UK	Project Director
	Project	Client	Year/Location	Role
<b>Transportation Demand Management</b>	Develop and activate the Warner Center TMO	LA DOT	2018, City of LA, USA	Project Director
	goDCgo TDM Support Services	DDOT	2017-ongoing, Washington DC, USA	Project Manager
	LAWA Parking Strategy	Los Angeles World Airports	2018-ongoing	Project Director
	Management of the Burbank TMO	BTMO Board of Directors	2017-ongoing, Burbank, USA	Project Director
	City of Carlsbad TDM Ordinance	SANDAG	2016 ongoing, San Diego, USA	Project Director

Transportation Management Organization Consultant	City of Santa Monica	2016 ongoing, Santa Monica, USA	Project Director
North Coast Corridor TDM Program Management	SANDAG	2015-ongoing	Project Director
North Coast Corridor Web Portal, Branding and Social Media Strategy	SANDAG	2013 -2014, San Diego, CA	Project Director
In Motion Program Review	King County Metro	2013 Seattle, WA	Expert Advisor
'Go Berkeley' TDM and Parking Outreach Program	City of Berkeley	2012-2015 Berkeley, CA	Project Director
North Coast Corridor TDM Plan	San Diego Association of Governments	2012-2014	North Coast Corridor TDM Plan

	Project	Client	Year/Location	Role
<b>Active Transportation</b>	Regional Active Transportation Safety and Encouragement Campaign: Training and Toolkits	Southern California Association of Governments	2015-2016 Southern California, USA	Project Director
	Bikeability Support Services	Department for Transport	2011 ongoing, UK	Project Director
	Project	Client	Year/Location	Role
<b>Travel Plans/ Working with Employers</b>	iCommute Employer Program Management	SANDAG	2013 ongoing, San Diego, USA	Project Director
	Travel Advice for Business: Site Specific Advice	Olympic Delivery Authority	2010-12, London, UK	Panel member
	New Way to Plan	Transport for London (TfL)	2008-11, London, UK	Project Manager
	Delivering Destination Based Travel Plans	Transport for London (TfL)	2008, London, UK	Project Director
	Project	Client	Year/Location	Role
<b>Complete Streets</b>	Orange County Complete Streets Initiative	Orange County Council of Governments	2015-2016, Orange County, USA	Project Director

## Julia Wean

### Senior Consultant

I have a background in strategic planning and implementation as it relates to transportation demand management, with a specialization in local and regional compliance and regulation. I have worked with both public and private partners to advance regional transportation goals and promote alternative transportation solutions. I am passionate about developing accurate performance measures for TDM programming and strategy, and have developed both site-specific and regional TDM action plans through the use of travel and survey data and TDM impact models. I have experience managing commuter programs and organizing and promoting successful public campaigns and events.

#### Relevant skills

**Transportation Demand Management:** Julia has experience managing programming for multiple TMAs and working with 50+ member companies to achieve their mobility goals. She has administered commuter assistance programs, and managed the distribution of communication material to shuttle riders through email and social media platforms. She also has experience working with individual employers to understand their needs and help determine the most effective commute strategies for their worksites.

**Regional Air Quality Regulations:** Julia is knowledgeable of all requirements under SCAQMD's Rule 2202, the City of Santa Monica TDM Ordinance and the City of Burbank's TDM-related requirements. She has experience working with employee transportation coordinators to ensure their transportation plans are SCAQMD compliant. She has helped to simplify the Rule 2202 compliance process by creating graphic material aimed at various audiences in Southern California.

**Community Engagement:** Julia has community engagement experience through her TMA work and her work with Big Blue Bus, the municipal bus operator in the Westside region of Los Angeles. She assisted in the development of a mobile-responsive website and design of marketing material for campaigns. She has also managed public outreach through email, web, social media and real-time transit platforms and organized and coordinated with multiple agencies to promote state-wide annual events centered around active transportation with participation of over 2,500.

**Transit Planning:** Julia has experience supporting an AM/PM commuter bus system with four routes and nine vehicles. She analyzed passenger count trends, constructed a driver evaluation program, and maintained communication with both vendors and passengers. She provided support with route planning and other day to day operations.

#### Qualifications

University of Southern California  
*Master of Planning, Transportation  
Concentration, Real Estate  
Development Certificate*  
2017

University of Pittsburgh  
*BA Urban Studies*  
2011

#### Professional memberships

Association for Commuter  
Transportation

*Member, TMA Council Chair*

#### Years of experience

4 Years TMA Management  
2 Years Consulting

## Selected projects summary

*\*denotes former employer*

	Project	Client	Year/Location	Role
<b>Transportation Demand Management</b>	SCAG TDM Strategic Plan	SCAG	2018-present	Project Manager
	SACOG TMA Business Planning	SACOG	2018-present	Project Manager
	Large Employer TDM Plan Development	Confidential Client	2018-present	Project Manager
	Warner Center TMO	City of Los Angeles	2017-present	Project Manager
	Burbank Transportation Management Organization	Burbank TMO	2017-2018 Burbank, CA	Project Manager
	Mount Saint Mary's University TDM Implementation Plan	Mount Saint Mary's University	2017	Project Support
	128 Business Council TMA Programming*	128 Business Council	2012-2015 Waltham, MA	Program Manager
	Mass commute Bicycle Challenge; Massachusetts Clean Air Challenge*	Mass Commute	2014-2015 Boston, MA	Project Chair
<b>Regional Air Quality Regulations</b>	Southwest Contra Costa County Commute Survey Development and Analysis	Southwest Contra Costa County/City of San Ramon	2018-2019	Project Manager
	City of Santa Monica ETC Training	City of Santa Monica	2018 Santa Monica, CA	Project Manager
	SCAQMD Rule 2202 Transportation Plan Review*	South Coast Air Quality Management District	2017 Diamond Bar, CA	Transportation Plan Reviewer
<b>Community Engagement</b>	Planning and Community Engagement*	Big Blue Bus	2016-2017	Project Support
<b>Transit Operations</b>	128 Business Council Shuttle Operations*	128 Business Council	2012-2015 Waltham, MA	Project Support

## Kate Bridges

### Senior Consultant

I am a Senior Consultant in Steer's Los Angeles office with a background in multimodal transportation planning and transportation demand management. I am passionate about helping communities plan better transportation systems that improve quality of life and support sustainability, climate action and smart growth initiatives.

#### Relevant skills

**Transportation Demand Management/Parking:** Kate has a range of experience developing and implementing TDM programs to reduce single-occupancy vehicle trips and manage parking demand at the worksite, city, and regional level. She worked with the City of Carlsbad to develop their first TDM ordinance based on comprehensive research into TDM best practices. She has also worked extensively with cities, employers, universities, and TMA/TMOs to deliver commuter benefits based on surveys and stakeholder outreach. Kate served as Interim Executive Director and Program Administrator for the Go Glendale TMA supporting day-to-day operations and membership services, Board relations and membership development. She also led subsidy implementation efforts for the Go Verdugo Pilot Subsidy Program, a collaboration between three cities in the Arroyo Verdugo sub-region of LA County to encourage drive-alone commuters to try transit.

**Active Transportation/Complete Streets:** Kate helped to write the regional trails connections study for the South Denver TMA, a multi-jurisdictional effort intended to link local bicycle plans and improve connections to existing and proposed transit stations in the Denver region. She also worked on a project to develop Active Transportation Toolkits for the Southern California Association of Governments (SCAG) as part of their *Go Human* campaign, written for specific stakeholder audiences (elected officials, professionals, community groups and employers). As a graduate student, Kate participated in a Caltrans-funded research project to understand how different variables – socioeconomic, built environment, perceptions – influence walking behaviour in California. She conducted a comprehensive literature review and assisted with interviews with four metropolitan transportation organizations to understand how walking trips are captured in regional transportation models.

**Stakeholder Outreach/Public Engagement:** Kate has experience coordinating with public and private sector stakeholders, community-based organizations, and transportation agency staff. She is currently conducting stakeholder outreach with businesses and agencies to develop the Warner Center TMO in accordance with the forthcoming City of Los Angeles TDM Ordinance. Previously, through her work as Project Administrator for Go Glendale (Glendale TMA), Kate engaged members and employers in various programs designed to encourage alternative travel modes and reduce vehicle miles travelled (VMT) among residents and commuters in Glendale. Her outreach efforts rely on a variety of tools, including travel behaviour surveys, print and electronic marketing campaigns, social media, workshops, working groups, webinars, and events.

#### Qualifications

University of California, Los Angeles  
*Master's Degree Urban and Regional Planning*  
2016  
Pomona College  
*BA Human Evolution and Cognition*  
2004

#### Professional memberships

American Planning Association  
*Member*  
Women's Transportation Seminar  
*Member*

#### Years of experience

2 Transportation Planning  
6 Marketing/communications

#### Credentials/Training

SCAQMD Rule 2202 ETC Training

#### Publications

Voulgaris, C., E. Blumenberg, M. Brozen, K. Bridges. *Are These Streets Made for Walking? Walking and the Built Environment in Four California Cities*. (2017) CT Transportation Research Board 96th Annual Meeting, Washington D.C., Transportation Research Board.

Brozen, M., K. Bridges, C. Turley Voulgaris, E. Blumenberg (2017). *Improving Next Generation of Travel Demand Models to Better Represent Pedestrian Needs: A Case Study of Large California Metropolitan Planning Organizations*. Transportation Research Board 96th Annual Meeting, Washington D.C., Transportation Research Board.

## Projects summary

	Project	Client	Year/Location	Role
<b>Active Transportation/Complete Streets</b>	Go Human Active Transportation Toolkit	SCAG	2016	Project Support
	South Denver Regional Trails Connection Study	South Denver TMA	2016	Project Support
	Walking Behavior in California (Study)	Lewis Centre, Institute for Transportation Studies, UCLA	2015-2016	Graduate Student Researcher
	Project	Client	Year/Location	Role
<b>Transportation Demand Management</b>	Warner Center TMO	LADOT	2017-Ongoing	Deputy Project Manager
	TDM Inventory	Oregon Metro	2018-Ongoing	Project Manager
	SCAG TDM Strategic Plan	SCAG	2018-Ongoing	Deputy Project Manager
	City of Carlsbad TDM Ordinance and Commuter Benefits Program	SANDAG	2016-Ongoing	Project Coordinator
	MSMU Chalon Campus TDM Plan Update	Mount Saint Mary's University	2017 - 2018	Project Manager
	Go Glendale (Glendale TMA)	Glendale TMA	2015-2017	Interim Executive Director
	Go Verdugo (Subsidy)	City of Glendale	2015-2016	Project Manager
	Mount in Motion (Rideshare/Zimride Campaign)	Mount Saint Mary's University	2016	Project Support
	Puyallup In Motion	Pierce County	2016	Project Support
	Project	Client	Year/Location	Role
<b>Research</b>	Economic Impact Study – CicLAvia Pasadena	Lewis Centre, Institute for Transportation Studies, UCLA	2015	Graduate Student Researcher
	Community Scholars/Port of Los Angeles	Los Angeles Alliance for a New Economy (LAANE), UCLA	2016	Graduate Student





DATE: August 5, 2019

TO: Mayor and Members of the City Council

VIA: Jeff Moneda, City Manager

FROM: Jeff Moneda, City Manager  
Jennifer Phan, Principal Management Analyst

SUBJECT: USE OF CAPITAL ASSET ACQUISITION AND REPLACEMENT FUND  
FOR THE REIMBURSEMENT TO THE GENERAL FUND IN THE  
AMOUNT OF \$50,000

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the use of the Capital Asset Acquisition and Replacement Fund for the escrow deposit, in the amount of \$50,000, for the purchase of the Pilgrim Triton Phase C - Workforce Housing Project and for reimbursement to the General Fund (Account No. 001-0000-140-0000). Use of the Capital Asset Acquisition and Replacement Fund is subject to a 4/5<sup>th</sup> affirmative vote of the City Council.

### EXECUTIVE SUMMARY

At its regular meeting on July 1, 2019, the City Council adopted Resolution No. 2019-72 exercising its option to purchase the Pilgrim Triton Phase C - Workforce Housing Project (Attachment 2). For the City to take further action and execute the documents as necessary to carry out this transaction, as contemplated by the Option and Purchase Agreement for the acquisition of the Workforce Project and Workforce Land, the City was to provide an escrow deposit of \$50,000. The City Manager authorized temporary use of the General Fund (Account No. 001-0000-140-0000) for the escrow deposit in the said amount, pending City Council direction in identifying a funding source for this purchase. City staff recommends that the City Council authorize the use of \$50,000 from the Capital Asset Acquisition and Replacement Fund to reimburse the General Fund.

The purchase price of the Pilgrim Triton Phase C - Workforce Housing Project is restricted to \$7,000,000 and is not due until the close of escrow/project completion. Funding options for the remaining balance will be brought to the City Council for consideration at a future meeting date.

## BACKGROUND & ANALYSIS

The Capital Asset Acquisition and Replacement Fund was established on September 24, 2012 per Resolution No. 2012-75 (Attachment 3). The intent of the Capital Asset Acquisition and Replacement Fund is to provide a source of revenue to be utilized for one of two purposes: (1) the acquisition of real property or (2) the acquisition, construction, or replacement of major capital assets. Use of the funds in the Capital Asset Acquisition and Replacement Fund is subject to a supermajority or 4/5<sup>th</sup> affirmative vote of the City Council.

On July 1, 2019, the City Council decided to exercise its option to purchase a 22-unit affordable multi-family housing building with a surface parking lot being constructed as part of the Pilgrim Triton Phase C development, otherwise known as the Workforce Housing Project. The City was required to exercise this option by July 15, 2019 and as such, was to open and deliver into escrow:

1. Written notice of the City's exercise of the option and notice of an open escrow;
2. City executed copy of the Purchase Agreement;
3. City executed copy of the Escrow Instructions; and
4. A deposit of \$50,000.

In order for the City to fulfill the requirements of this transaction, the City Manager authorized temporary use of the General Fund for the \$50,000 escrow deposit. It is recommended that monies from the Capital Asset Acquisition and Replacement Fund be used for the escrow deposit and as such, reimbursed to the General Fund. The Workforce Housing Project is considered an acquisition of real property and is consistent with the policy for use of the funds as established by Resolution No. 2012-75.

It should be noted that escrow for the Pilgrim Triton Phase C - Workforce Housing Project does not close until the City has issued a final certificate of occupancy. The balance of the purchase price for this project (capped at \$7,000,000) is not due until it has been completed. Prior to its completion, financing options will be brought to the City Council for consideration.

## FISCAL IMPACT

As of May 31, 2019, approximately \$39,900,000 is available in the Capital Asset Acquisition and Replacement Fund. By adopting the attached resolution, the City Council will authorize the use of the Capital Asset Acquisition and Replacement Fund and reimbursement to the General Fund (Account No. 001-0000-140-0000) to cover the costs of the escrow deposit in the amount of \$50,000 for the purchase of the Pilgrim Triton Phase C - Workforce Housing Project.

### Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Resolution No. 2019-72 (Exercising Option to Purchase Pilgrim Triton Phase C - Workforce Housing Project)
- Attachment 3 - Resolution No. 2012-75 (Establishing Capital Asset Acquisition & Replacement Fund)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE USE OF THE CAPITAL ASSET ACQUISITION AND REPLACEMENT FUND FOR THE REIMBURSEMENT TO THE GENERAL FUND (ACCOUNT NO. 001-0000-140-0000) IN THE AMOUNT OF \$50,000 FOR THE CITY'S EXERCISE OF THE OPTION TO PURCHASE/ESCROW DEPOSIT FOR THE PILGRIM TRITON PHASE C – WORKFORCE HOUSING PROJECT

CITY OF FOSTER CITY

WHEREAS, the City Council had adopted Resolution No. 2019-72 at its July 1, 2019 regular meeting, exercising its option to purchase the Pilgrim Triton Phase C – Workforce Housing Project; and

WHEREAS, the purchase price of the Pilgrim Triton Phase C – Workforce Housing Project is restricted to \$7,000,000 and is not due until the close of escrow/project completion; and

WHEREAS, in order for the City to take further action and execute the documents as necessary to carry out this transaction, as contemplated by the Option and Purchase Agreement for the acquisition of the Workforce Project and Workforce Land, the City was to provide an escrow deposit of \$50,000, amongst other things; and

WHEREAS, the City Manager had authorized temporary use of the General Fund (Account No. 001-0000-140-0000) for the escrow deposit of \$50,000 – pending City Council direction in identifying a funding source for this purchase; and

WHEREAS, funding is available in the Capital Asset Acquisition and Replacement Fund to cover the \$50,000 escrow deposit for the Pilgrim Triton Phase C – Workforce Housing Project; and

WHEREAS, the expenditure of funds from the Capital Asset Acquisition and Replacement Fund for the Pilgrim Triton Phase C – Workforce Housing Project is consistent with the policy for use of those funds as established under Resolution No. 2012-75 as a real property acquisition; and

WHEREAS, the use of funds from the Capital Asset Acquisition and Replacement Fund requires a supermajority or 4/5<sup>th</sup> affirmative vote of the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the use of the Capital Asset Acquisition and Replacement Fund and reimbursement to the General Fund (Account No. 001-0000-140-0000) in the amount of \$50,000 for the escrow deposit in the purchase of the Pilgrim Triton Phase C – Workforce Housing Project, subject to a 4/5<sup>th</sup> affirmative vote of the City Council.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 5<sup>th</sup> day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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SAM HINDI, MAYOR

ATTEST:

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PRISCILLA TAM, CITY CLERK

RESOLUTION NO. 2019-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING THE PURCHASE OF THE PILGRIM TRITON PHASE C – WORKFORCE HOUSING PROJECT IN AN AMOUNT NOT TO EXCEED \$7,000,000

CITY OF FOSTER CITY

WHEREAS, on September 17, 2018, the City Council:

1. Adopted a resolution finding that the Pilgrim Triton Master Plan Final Environmental Impact Report and Addendum adequately analyzed environmental impacts associated with Pilgrim Triton Phase C and adopted the Addendum (EA-15-001); and
2. Introduced and passed to second reading an ordinance adopting an amendment to the Phase C General Development Plan to allow up to 70 for-sale townhomes and 22 workforce housing apartments in place of 17 townhomes and 225,943 sq. ft. of commercial (RZ-15-002); and
3. Introduced and passed to second reading an ordinance approving a modification of the Pilgrim Triton Master Development Agreement to change the allowed uses for the property to be consistent with the amended General Development Plan; and
4. Introduced and passed to second reading an ordinance approving a Project-Specific Development Agreement for Pilgrim Triton Phase C development (DA2018-0001); and

WHEREAS, a second reading of the above-referenced ordinances occurred on October 1, 2018. No legal challenges were filed and so both the General Development Plan and the Project Specific Development Agreement became effective on October 31, 2018; and

WHEREAS, on October 31, 2018, the City and Pilgrim Triton Phase II FC LP (“PTPIII”) entered into the Project Specific Development Agreement (Recorder’s Document No. 2018-088599) (“PTPIII Project DA”); and

WHEREAS, the PTPIII Project DA, which contains the specific terms and conditions governing the development of Phase C, provides for development of both a market rate project comprised of 70 for-sale, market-rate residential townhomes (“Market Project”) and a workforce project comprised of 22 affordable multi-family housing units in a stand-alone surface parked building (“Workforce Project”) on approximately a .6-acre portion of the Phase C site (“Workforce Land”); and

WHEREAS, on or about May 22, 2019, PTPIII sold all of the land subject to the PTPIII Project DA, and assigned all of its rights thereunder, to Summerhill Pilgrim Triton LLC ("Summerhill"); and

WHEREAS, per Section 5(c) of the PTPIII Project DA, the City has an option to purchase the Workforce Project and Workforce Land ("Option"). If the City declines to exercise the Option, Summerhill can retain ownership of the Workforce Project and Workforce Land or sell them to a third party. Regardless of ownership, the Workforce Project is rent restricted for 99 years and must be rented according to the preferences set forth in the Regulatory Agreement, which is Exhibit 4 to the PTPIII Project DA; and

WHEREAS, regardless of the actual cost of construction, the Option entitles the City to acquire the Workforce Project and Workforce Land for the lesser of the following, plus closing costs:

- A. \$7,000,000 or
- B. The otherwise affordable market price of for sale affordable units established by Area Median Income as applicable to the affordable units; and

WHEREAS, having considered the Option and the Purchase Agreement, the City Council has determined that it wishes to exercise the Option and to purchase the Workforce Project and Workforce Land on the terms and conditions set forth in the Option and Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby resolves as follows:

1. The City hereby approves and authorizes the City Manager or his or her designee, to exercise the Option and to execute and enter into the Purchase Agreement in the form attached to the staff report, with such further minor conforming, technical or clarifying changes or revisions as may be agreed to and approved by the City Attorney, which do not materially increase the obligations of the City thereunder. The City Manager or his or her designee and Clerk are further authorized and directed to take such further actions and execute such documents on behalf of the City as are necessary to carry out the transaction contemplated by the Option and Purchase Agreement on behalf of the City, including without limitation, all actions and documents necessary for the acquisition of the Workforce Project and Workforce Land pursuant to the option and Purchase Agreement.
2. Staff are authorized and directed to take all actions to implement this Resolution.

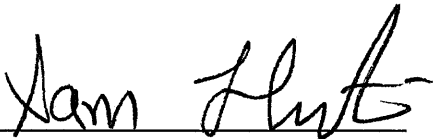
PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1st day of July, 2019, by the following vote:

AYES: Councilmembers Awasthi, Gehani, Mahanpour, Perez, and Mayor Hindi

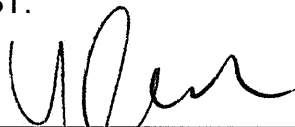
NOES: None

ABSENT: None

ABSTAIN: None

  
\_\_\_\_\_  
SAM HINDI, MAYOR

ATTEST:

  
\_\_\_\_\_  
PRISCILLA TAM, CITY CLERK  
BY: YELENA CAPPELLO, DEPUTY CITY CLERK



RESOLUTION NO. 2012-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ESTABLISHING A CAPITAL ASSET ACQUISITION AND REPLACEMENT FUND IN THE CAPITAL PROJECTS FUND GROUP AS A COMMITTED FUND BALANCE AND ESTABLISHING POLICIES CONCERNING SOURCES, USES AND TRANSFER OF FUNDS

CITY OF FOSTER CITY

WHEREAS, the City Council wishes to establish a committed fund balance in accordance with the City's Fund Balance Policy enacted on June 20, 2011 for the purposes of providing a source of revenue to be utilized for the acquisition of real property or the acquisition, construction or replacement of major capital assets; and,

WHEREAS, this fund should be called the Capital Asset Acquisition and Replacement Fund and should be accounted for in the City's Capital Projects Fund Group; and,

WHEREAS, the source of revenues to be deposited into this fund should be derived from the sale of real property; and,

WHEREAS, the uses of funds should be used only for the acquisition of real property or for the acquisition, construction or replacement of capital assets and subject to a supermajority vote of the City Council; and,

WHEREAS, the uses of funds are not intended to be used for maintenance or preservation of existing assets; and,

WHEREAS, the City Council wishes to transfer monies from the proceeds of the North Peninsula Jewish Campus site in the sum of Two Hundred Five Thousand Dollars (\$205,000) per year for three successive years only in Fiscal Years 2012-2013, 2013-2014, and 2014-2015; and,

WHEREAS, the City Council wishes to require a supermajority vote in order to enact, amend or rescind any or all parts of this resolution; and,

WHEREAS, this resolution shall only go into effect subject to a 4/5<sup>th</sup> vote of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foster City that the Capital Asset Acquisition and Replacement Fund is hereby created subject to the following provisions:

- Adoption – the Capital Asset Acquisition and Replacement Fund is established in the City's Capital Projects Fund Group to serve as a Committed

Fund Balance account in accordance with the City's Fund Balance Policy enacted on June 20, 2011.

- Purpose - the purpose of this fund is to provide a source of revenue to be utilized for the acquisition of real property or the acquisition, construction or replacement of major capital assets.
- Source of Funds – monies deposited into the fund shall be derived from any of the following three sources: 1) proceeds realized as a result of the sale of real property; 2) principal and interest payments on loans associated with the sale of real property; or, 3) investment earnings on pooled cash and/or investments in the fund.
- Use of Funds – subject to a 4/5<sup>th</sup> affirmative vote of the City Council, funds may be allocated for the following two purposes: 1) acquisition of real property; and/or, 2) major capital asset acquisition, construction and/or replacement.
- Transfer of Funds – an annual transfer shall be made from the proceeds generated from the sale of the North Peninsula Jewish Campus (NPJC) site from the Capital Asset Acquisition and Replacement Fund to the City General Fund in the amount of \$205,000 for three (3) successive fiscal years only in FY 2012-2013, FY 2013-2014, and FY 2014-2015.
- Enactment, Amendment or Rescission – the enacting resolution, and any future amendments or rescission to this resolution, shall require a 4/5<sup>th</sup> vote of the City Council.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the Special Meeting held on the 24<sup>th</sup> day of September, 2012, by the following vote:

AYES: Councilmembers Bronitsky, Frisella, Okamoto, Perez and Mayor Kiesel

NOES: None

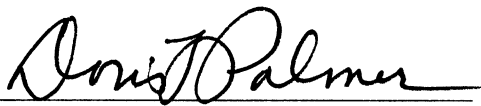
ABSENT: None

ABSTAIN: None



ART KIESEL, MAYOR

ATTEST:



DORIS L. PALMER, CITY CLERK

Prepared Date 6/19/2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Page 1  
Accounting Period 2019/12  
Report Number 74

Check Date	Check Number	Vendor Name	Description	Check Amount
6/19/2019	136786	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICE	668.18
6/19/2019	136787	CIVICPLUS	CIVICCLERK SOFTWARE ANNUAL FEE RENEWAL	11,314.80
6/19/2019	136788	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES SEWER PROGRAM	461.56
6/19/2019	136789	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY & GAS	22,009.63
6/19/2019	136790	PWM RESIDENTIAL VENTURES LLC	TAX INCREMENT/UTILITY SUBSIDY - MARLIN COVE	247,513.88
6/19/2019	136791	SFPUC - WATER	WATER - 05/11/2019 - 06/11/2019	896,603.70
6/19/2019	136792	SBRPSTC	POST TRAINING - VUONG PHAN	129.00
6/19/2019	136793	VUONG PHAN	REIMBURSEMENT POST TRAINING - VUONG PHAN	288.80
6/19/2019	136794	ZUMAR INDUSTRIES	MISCELLANEOUS SUPPLIES STREET PROGRAM	1,332.19
				<hr/> 1,180,321.74

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF JUNE 19, 2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/24/2019	136795	AARONSON, DICKERSON, COHN & LANZONE	PROFESSIONAL SERVICES - MAY 2019	2,100.00
6/24/2019	136796	ALONSO TOVAR	DEPOSIT REFUND - LAGOON ROOM	500.00
6/24/2019	136797	ANIMAL DAMAGE MANAGEMENT, INC.	GROUND SQUIRREL CONTROL	350.00
6/24/2019	136798	BARBARA GIBB	CLASS REFUND - 19-1-1 BREAKAWAY CAMP	1,060.00
6/24/2019	136799	BAYSIDE BUILDING MATERIALS	MISCELLANEOUS SUPPLIES STREET PROGRAM	10.78
6/24/2019	136800	BECKI HANAN	VISION REIMBURSEMENT - BECKI HANAN	110.00
6/24/2019	136801	BELL PLUMBING	ENCROACHMENT DEPOSIT REFUND	547.50
6/24/2019	136802	BLUELINE ASSOCIATES	CONSTRUCTION AND DEMOLITION REFUND	1,000.00
6/24/2019	136803	BURKE, WILLIAMS & SORENSEN, LLP	PROFESSIONAL SERVICES - APRIL 2019	3,397.68
6/24/2019	136804	BURR PLUMBING & PUMPING INC.	GREASE TRAP MAINTENANCE	400.00
6/24/2019	136805	CABLECOM LLC	ENCROACHMENT DEPOSIT REFUND	819.00
6/24/2019	136806	CAL-PAC ROOFING SAN MATEO	CONSTRUCTION AND DEMOLITION REFUND	500.00
6/24/2019	136807	CAL-WEST LIGHTING & SIGNAL	STREET LIGHT REPAIR	368.64
6/24/2019	136808	CARY WING PLUMBING & FIRE	BUSINESS LICENSE FEE REFUND	31.70
6/24/2019	136809	CHAO DING	CLASS REFUND - KOALA 19-2-1	280.00
6/24/2019	136810	CITY OF SAN CARLOS	COUNCIL OF CITIES MEETING - SAM HINDI	65.00
6/24/2019	136811	CLARK PEST CONTROL	PEST AWAY SERVICE - BUILDING	826.00
6/24/2019	136812	COLLEEN GOTTHARDT	VISION REIMBURSEMENT - COLLEEN GOTTHARDT	180.00
6/24/2019	136813	COMMERCIAL VAN INTERIORS	VEHICLE ACCESSORIES	4,792.43
6/24/2019	136814	CONFIDENCE UST SERVICES INC.	UST OPERATOR INSPECTION	838.01
6/24/2019	136815	CORODATA RECORDS MANAGEMENT	OFF-SITE STORAGE	102.17
6/24/2019	136816	COUNTY OF SAN MATEO - HR DEPARTMENT	REGISTRATION FEES - LAVA KIOA/GERARDO VALERIO	340.00
6/24/2019	136817	CREST/GOOD MANUFACTURING	MISCELLANEOUS SUPPLIES PARKS PROGRAM	2,027.20
6/24/2019	136818	CYGNET ENTERPRISES INC.	POND DYE LAGOON SUPPLIES	5,879.56
6/24/2019	136819	CYNTHIA GOODELL	DEPOSIT REFUND - BOOTHBAY PARK	100.00
6/24/2019	136820	DANTE HALL	EMPLOYEE REIMBURSEMENT - DANTE HALL	86.20

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/24/2019	136821	DEPENDABLE LOCK AND HARDWARE	LOCKSMITH SERVICES	225.00
6/24/2019	136822	DOUG YOUNG	VISION REIMBURSEMENT - DOUG YOUNG	158.19
6/24/2019	136823	EPS, INC. DBA EXPRESS PLUMBING	ENCROACHMENT DEPOSIT REFUND	638.00
6/24/2019	136824	ERIC DREESMAN	VISION REIMBURSEMENT - ERIC DREESMAN	200.00
6/24/2019	136825	ESTERO UTILITY SERVICES	WATER SERVICES	896.22
6/24/2019	136826	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	2,827.36
6/24/2019	136827	FARIDA DANISH	VISION REIMBURSEMENT - FARIDA DANISH	200.00
6/24/2019	136828	FLINT TRADING INC.	THERMO PLASTIC PAVEMENT MARKINGS	9,559.44
6/24/2019	136829	FLYERS ENERGY LLC	GAS	23,808.21
6/24/2019	136830	FOSTER CITY CAR WASH	CAR WASH SERVICE - MAY 2019	174.00
6/24/2019	136831	FREMONT BANK	CIP659 - SEA CLOUD RETENTION PAYMENT	34,430.55
6/24/2019	136832	GAME TIME	PLAYGROUND EQUIPMENTS	693.36
6/24/2019	136833	GOLDEN STATE FLOW MEASUREMENT	MISCELLANEOUS SUPPLIES WATER PROGRAM	265.38
6/24/2019	136834	GURSEV SINGH KALRA	CLASS REFUND - 19-5-2 BREAKAWAY CAMP	235.00
6/24/2019	136835	HANG TRAN	VISION REIMBURSEMENT - HANG TRAN	200.00
6/24/2019	136836	HANG TRAN	EDUCATION REIMBURSEMENT - HANG TRAN	1,000.00
6/24/2019	136837	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES PARKS PROGRAM	3,441.64
6/24/2019	136838	HOUSE OF COFFEE	COFFEE SUPPLIES	48.75
6/24/2019	136839	HUFFMAN-BROADWAY GROUP, INC.	PROFESSIONAL SERVICES - MAY 2019	6,256.25
6/24/2019	136840	HYDROSCIENCE ENGINEERS	PROFESSIONAL SERVICES - MAY 2019	3,360.00
6/24/2019	136841	INFLATABLE SIGNS	40' WIDE ANGLE INFLATABLE ARCH	3,585.00
6/24/2019	136842	INFOSEND INC.	ONLINE UTILITY BILLING	3,279.77
6/24/2019	136843	JIANPING HU	CLASS REFUND - TENNIS	89.00
6/24/2019	136844	JOHNSTONE MOYER INC.	BUSINESS LICENSE FEE REFUND	6,663.23
6/24/2019	136845	JULIE ROBERTSON	POST TRAINING - JULIE ROBERTSON	37.12
6/24/2019	136846	KAELIN CONSTRUCTION	METER DEPOSIT REFUND	952.67

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/24/2019	136847	KAISER FOUNDATION HEALTH PLAN	OCCUPATIONAL HEALTH SERVICES	420.00
6/24/2019	136848	KATHY JUDES FIGONE	DEPOSIT REFUND - LAGOON ROOM	730.00
6/24/2019	136849	KELLY-MOORE PAINT COMPANY INC.	PAINT SUPPLIES	1,004.37
6/24/2019	136850	KEN LIM	SOLAR REBATE	1,000.00
6/24/2019	136851	KIM TURNER LLC	POST TRAINING - JULIE ROBERTSON	90.00
6/24/2019	136852	LAKSHMIPRIYA JANAKIRAMAN	CLASS REFUND - 19-1-2 WAYOUTBACK	715.00
6/24/2019	136853	LEXINGTON PLANNING	PROFESSIONAL SERVICES - MARCH 2019	715.00
6/24/2019	136854	LIEBERT CASSIDY WHITMORE	WEBINAR REGISTRATION FEES	75.00
6/24/2019	136855	LOS GATOS ROOFING	CONSTRUCTION AND DEMOLITION REFUND	500.00
6/24/2019	136856	MANUEL MINZER	INSTRUCTOR FEE - BASKETBALL	2,286.66
6/24/2019	136857	MARCIA NEISHI	INSTRUCTOR FEE - PICKLEBALL	304.50
6/24/2019	136858	MARTIN TICAS	PROFESSIONAL DEVELOPMENT - MARTIN TICAS	200.00
6/24/2019	136859	MAXX METALS, INC.	STAINLESS STEEL PIPES	1,533.38
6/24/2019	136860	MCMASTER-CARR	MISCELLANEOUS SUPPLIES SEWER PROGRAM	60.39
6/24/2019	136861	MELISSA LIN	VISION REIMBURSEMENT - MELISSA LIN	200.00
6/24/2019	136862	METRO LIGHTING	LIGHTING SUPPLIES	262.98
6/24/2019	136863	MICHAEL BRESCIA	CLASS REFUND - GYMNASTICS	160.00
6/24/2019	136864	MISSION UNIFORM	LAUNDRY SERVICES	164.15
6/24/2019	136865	MONTY LIONG	ENCROACHMENT DEPOSIT REFUND	728.50
6/24/2019	136866	MOTION INDUSTRIES INC.	FITTING HOSE AND CLAMPS	63.43
6/24/2019	136867	NAGARJUN AKSHINTHALA	CLASS REFUND - CAMP BREAKAWAY	275.00
6/24/2019	136868	NATIONAL CONSTRUCTION RENTALS	TEMPORARY FENCE PANELS	992.16
6/24/2019	136869	NGAN YING WONG	SMART CONTROLLER REBATE	247.89
6/24/2019	136870	O.C. JONES & SONS, INC.	CIP659 - SEA CLOUD PARK PROJECT	654,180.45
6/24/2019	136871	OGAWA-MUNE INC	PLANT MATERIALS - CORPYARD	2,827.50
6/24/2019	136872	PACIFIC OFFICE AUTOMATION, INC	COPIER USAGE CHARGES	3,526.90

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/24/2019	136873	PENINSULA SPORTS OFFICIALS ASSOCIATION	ADULT SOFTBALL OFFICIALS	1,029.00
6/24/2019	136874	PETERSON	GENERATORS MAINTENANCE	2,535.20
6/24/2019	136875	PIONEER MANUFACTURING COMPANY	MISCELLANEOUS HARDWARE SUPPLIES	3,896.03
6/24/2019	136876	PRECISION POWDER COATING	ALUMINUM PARK BENCH	1,500.00
6/24/2019	136877	PREFERRED ALLIANCE	"DOT" COMPLIANCE EXPENSES - MAY 2019	221.85
6/24/2019	136878	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICES	135.54
6/24/2019	136879	R&B COMPANY	MISCELLANEOUS SUPPLIES WATER PROGRAM	1,451.82
6/24/2019	136880	ROBERT MAR	TOILET REBATE	375.00
6/24/2019	136881	RONEN ASEO	CLASS REFUND - 19-3-1 BREAKAWAY CAMP	275.00
6/24/2019	136882	SAN MATEO CO CONTROLLER'S OFFICE	SHARED PARKING PENALTY REVENUE - MAY 2019	873.50
6/24/2019	136883	COUNTY OF SAN MATEO	SAN MATEO ISLANDER - INFORMATION SERVICES	2,014.58
6/24/2019	136884	SAN MATEO CONSOLIDATED FIRE DEPARTMENT	FIRE PERMIT/PLAN CHECK FEES - APRIL 2019	11,307.00
6/24/2019	136885	SAN MATEO COUNTY	MOSQUITO ABATEMENT SERVICES	3,909.97
6/24/2019	136886	SAN MATEO COUNTY FORENSIC LAB	CRIME LAB FEES	1,415.00
6/24/2019	136887	SAN MATEO LAWN MOWER SHOP	MISCELLANEOUS SUPPLIES PARKS PROGRAM	636.19
6/24/2019	136888	SCHAAF & WHEELER CONSULTING	CIP657 - LEVEE PROTECTION AND IMPROVEMENT	34,630.69
6/24/2019	136889	SHELL DOOR SERVICE, INC.	DOOR REPAIR SERVICES	710.88
6/24/2019	136890	SIGNATURE ROOFING, INC	CONSTRUCTION AND DEMOLITION REFUND	500.00
6/24/2019	136891	SOUTHERN COUNTIES OIL COMPANY	GAS	22,149.95
6/24/2019	136892	STAPLES CREDIT PLAN	OFFICE SUPPLIES	239.15
6/24/2019	136893	STATE OF CALIFORNIA	ELEVATOR INSPECTION	225.00
6/24/2019	136894	DEPARTMENT OF JUSTICE	FINGERPRINTING SERVICES	256.00
6/24/2019	136895	STEPHANIE GAUS	CLASS REFUND - 19-1-2 OUTBACK CAMP	1,100.00
6/24/2019	136896	STEPHANIE TOMSIC	TOILET REBATE	150.00
6/24/2019	136897	STEPHEN ENG	DEPOSIT REFUND - LAGOON ROOM	450.00
6/24/2019	136898	T.H.E. OFFICE CITY	OFFICE SUPPLIES	553.20

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/24/2019	136899	TARC CONSTRUCTION	METER DEPOSIT REFUND	1,998.23
6/24/2019	136900	TELECOMMUNICATIONS ENGINEERING	RADIO EQUIPMENT FEES	1,896.00
6/24/2019	136901	THERMAL MECHANICAL INC.	HVAC REPAIRS AND MAINTENANCE	4,225.00
6/24/2019	136902	THOMSON REUTERS - WEST	ANNUAL CODE BOOKS - 06/01/2019 - 05/31/2020	1,021.16
6/24/2019	136903	TIMOTHY MAIER	EMPLOYEE REIMBURSEMENT - TIMOTHY MAIER	165.00
6/24/2019	136904	TOWNE FORD SALES	AUTO PARTS	373.61
6/24/2019	136905	TRIFORMIS CORPORATION	COMPOST BIN INCENTIVE PROGRAM	106.00
6/24/2019	136906	TURBO DATA SYSTEM, INC.	CITATION PROCESSING - MAY 2019	146.22
6/24/2019	136907	TURN AROUND COMMUNICATIONS, INC.	ENCROACHMENT DEPOSIT REFUND	963.30
6/24/2019	136908	VOIANCE LANGUAGE SERVICES, LLC	TRANSLATION SERVICES	65.65
6/24/2019	136909	WE GO LOGO	SHORT SLEEVE T-SHIRTS	720.86
6/24/2019	136910	WECO INDUSTRIES LLC	MISCELLANEOUS SUPPLIES SEWER PROGRAM	322.36
6/24/2019	136911	WILLOW GLEN CONSTRUCTION	CONSTRUCTION AND DEMOLITION REFUND	1,000.00
6/24/2019	136912	WORKERS.COM	PUBLIC WORKS TEMPORARY MAINTENANCE WORKERS	2,615.27
6/24/2019	136913	ZALLES RACQUET SPORTS	INSTRUCTOR FEE - TENNIS	1,155.00
6/24/2019	136914	ZEUS ELECTRIC	BUSINESS LICENSE FEE REFUND	100.00
				912,613.48

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON JUNE 24, 2019



**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
6/26/2019	136915	ANDERSON PACIFIC ENGINEERING INC.	CIP626 - SEWER LIFT STATION	789,460.71
6/26/2019	136916	BURKE, WILLIAMS & SORENSEN, LLP	PROFESSIONAL SERVICES - APRIL 2019	1,304.16
6/26/2019	136917	CITY OF SAN CARLOS	COUNCIL OF CITIES MEETING - RICHA AWASTHI	65.00
6/26/2019	136918	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES WATER PROGRAM	1,941.01
6/26/2019	136919	IEDA	LABOR RELATION SERVICE - JUNE 2019	1,949.20
6/26/2019	136920	IT'S PERSONNEL	HR SUPPORT	62.50
6/26/2019	136921	LAHUE & ASSOCIATES	CUBICLE NAMEPLATE HOLDERS	1,621.88
6/26/2019	136922	MADALYN DELANEY	LIVE SCAN SERVICE REIMBURSEMENT	62.00
6/26/2019	136923	MAZE AND ASSOCIATES	AUDIT SERVICES - JUNE 2018	1,884.00
6/26/2019	136924	MISSION CLOUD SERVICES, INC	CALOPPS SUPPORT SERVICES	2,000.00
6/26/2019	136925	MITZI STAUFER	EMPLOYEE REIMBURSEMENT - MITZI STAUFER	194.18
6/26/2019	136926	MONICA LOGER	CLASS REFUND - BOCCE BALL	55.00
6/26/2019	136927	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY & GAS	55,791.39
6/26/2019	136928	RICOH USA, INC	COPIER SERVICES - MAY 2019	646.46
6/26/2019	136929	SUTTER EAP	EMPLOYEE ASSISTANT SERVICES - 11/17/2017 - 10/31/2018	2,220.00
6/26/2019	136930	UDAYAN PARVATE	SOLAR REBATE	1,000.00
6/26/2019	136931	URBAN INSIGHT, INC.	CALOPP SUPPORT SERVICES - MAY 2019	5,000.00
				865,257.49

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF JUNE 26, 2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/3/2019	136932	ACADEMIC CHESS	INSTRUCTOR FEE - CHESS	2,155.53
7/3/2019	136933	AKBAR JONES	INSTRUCTOR FEE - VOLLEYBALL	1,482.00
7/3/2019	136934	ALWAYS ON TIME CONCRETE & PUMPING	CONCRETE SERVICE REPAIR	391.00
7/3/2019	136935	AMERICAN EAGLE ROOFING	CONSTRUCTION AND DEMOLITION REFUND	500.00
7/3/2019	136936	ANDREAS GEORGE ZAMENES	JULY 4TH BAND DEPOSIT	225.00
7/3/2019	136937	STEVEN ARCHER	LONGEVITY - 06/16/2019 - 07/15/2019	140.00
7/3/2019	136938	ATEI COMPANY INC.	CONCERT BAND - 07/04/2019	1,500.00
7/3/2019	136939	BALANCE FITNESS INC.	GYM EQUIPMENT - POLICE DEPARTMENT	9,541.28
7/3/2019	136940	CALPELRA	CALPELRA 2019 ANNUAL CONFERENCE	3,500.00
7/3/2019	136941	CASEY DOSS	CONCERT BAND - 07/19/2019	1,500.00
7/3/2019	136942	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICE	411.54
7/3/2019	136943	WILLIAM CLARK	LONGEVITY - 06/16/2019 - 07/15/2019	210.00
7/3/2019	136944	LEWIS ERIC EGAN	LONGEVITY - 06/16/2019 - 07/15/2019	210.00
7/3/2019	136945	DOUGLAS ESTILL	LONGEVITY - 06/16/2019 - 07/15/2019	350.00
7/3/2019	136946	FUN WITH ACADEMICS LLC	INSTRUCTOR FEE - ROBOTIC	4,915.24
7/3/2019	136947	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES WATER PROGRAM	785.59
7/3/2019	136948	HIP ENTERTAINMENT, LLC	CONCERT BAND - 07/26/2019	825.00
7/3/2019	136949	HUB INSURANCE SERVICES	INSURANCE PREMIUM - JUNE 2019	2,922.21
7/3/2019	136950	IMPEC GROUP INC.	JANITORIAL SERVICES - MAY 2019	25,410.49
7/3/2019	136951	JEFFREY BROWN	INSTRUCTOR FEE - BOCCIE BALL	102.00
7/3/2019	136952	JEROME HARRIS HPMC INC	CONCERT BAND - 07/04/2019	1,000.00
7/3/2019	136953	JING HONG	CLASS REFUND - KAYAKING	35.00
7/3/2019	136954	MOSHE JOSHUA	LONGEVITY - 06/16/2019 - 07/15/2019	275.00
7/3/2019	136955	KASSIRER ENTERTAINMENT	INSTRUCTOR FEE - TENNIS	2,842.00
7/3/2019	136956	LADONNA TROTMAN	CONCERT BAND - 08/09/2019	900.00
7/3/2019	136957	LIEBERT CASSIDY WHITMORE	WEBINAR REGISTRATION FEES	6,160.00

**City of Foster City, CA**  
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Check Date	Check Number	Vendor Name	Description	Check Amount
7/3/2019	136958	MARCIA NEISHI	INSTRUCTOR FEE - PICKLEBALL	441.00
7/3/2019	136959	MAZE AND ASSOCIATES	AUDIT SERVICES - JUNE 2019	15,760.00
7/3/2019	136960	MISSION CLOUD SERVICES, INC	CALOPPS SUPPORT SERVICES	7,058.29
7/3/2019	136961	MUSIC CITY ENTERTAINMENT L.P.	SUMMER CONCERT - 07/12/2019	900.00
7/3/2019	136962	NANCY HADDOX	LAMINATOR SERVICE	204.82
7/3/2019	136963	NAVIA BENEFIT SOLUTIONS, INC.	2018 FLEXIBLE BENEFIT PLAN	12,821.58
7/3/2019	136964	NELLIE TAM	CLASS REFUND - KAYAKING	35.00
7/3/2019	136965	NETRA CENTER FOR ARTS	INSTRUCTOR FEE - PAINTING	1,624.50
7/3/2019	136966	NORCAL SOUND COMPANY	SOUND SERVICES - 07/04/2019	1,895.00
7/3/2019	136967	NORCAL SOUND COMPANY	SOUND SERVICES - 07/12/2019, 07/19/2019 & 07/26/2019	3,435.00
7/3/2019	136968	PITNEY BOWES INC.	POSTAGE MACHINE MAINTENCE	947.46
7/3/2019	136969	PYRO-SPECTACULARS	FIREWORKS - 07/04/2019	9,800.00
7/3/2019	136970	SHIVANI NIGAM	CLASS REFUND - KAYAKING	35.00
7/3/2019	136971	SONA LOFARO	SUMMER CONCERT - 08/02/2019	1,500.00
7/3/2019	136972	STACKED ADVENTURES	INSTRUCTOR FEE - KAYAKING	196.00
7/3/2019	136973	STEPHEN SEALY	POST TRAINING - STEPHEN SEALY	908.80
7/3/2019	136974	THOMAS SARSFIELD	INSTRUCTOR FEE - TENNIS	3,400.60
7/3/2019	136975	TRACKER, A DIVISION OF C2, LLC.	ANNUAL FEE - 07/01/2019 - 07/01/2020	3,900.00
7/3/2019	136976	WEIKANG WAN	CLASS REFUND - KAYAKING	35.00
7/3/2019	136977	XI WANG	CLASS REFUND - KAYAKING	35.00
7/3/2019	136978	ZALLES RACQUET SPORTS	INSTRUCTOR FEE - TENNIS	1,302.00
				<hr/> 134,523.93

Prepared Date 7/3/2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

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Check Date	Check Number	Vendor Name	Description	Check Amount
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Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF JULY 3, 2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/8/2019	136979	AARON SIU	VISION REIMBURSEMENT - AARON SIU	200.00
7/8/2019	136980	ALAN STEEL & SUPPLY	METAL SHEETS	139.84
7/8/2019	136981	AMAZON CAPITAL SERVICES, INC.	PROJECTOR SCREEN	1,099.46
7/8/2019	136982	ANGELA MADRAK	CLASS REFUND - 19-1-2 CAMP KOALA	610.00
7/8/2019	136983	APPLE INC.	APPLE IPADS	1,414.62
7/8/2019	136984	PLAN JPA	GENERAL LIABILITY INSURANCE	386,425.00
7/8/2019	136985	AT&T	BUSINESS PHONE LINE ACCOUNTS	1,141.58
7/8/2019	136986	ATREYI MUKHERSREE	TRIP REFUND - FILOLI GARDEN	65.00
7/8/2019	136987	BARBARA GIBB	SMART CONTROLLER REBATE	163.49
7/8/2019	136988	BAY AREA AIR QUALITY MANAGEMENT	PERMIT OPERATE/RENEWAL FEES	342.00
7/8/2019	136989	BAY AREA WATER SUPPLY	LARGE LANDSCAPE PROGRAM FEES	7,033.00
7/8/2019	136990	BAYSIDE BUILDING MATERIALS	MISCELLANEOUS SUPPLIES LAGOON PROGRAM	1,932.82
7/8/2019	136991	BI-HUEI HOU	CLASS REFUND - 3D PAINTING	250.00
7/8/2019	136992	BRIAN HANSEN	TOILET REBATE	225.00
7/8/2019	136993	BULLZEYE INSTALLATION	SERVICE DOOR - POLICE DEPARTMENT	9,756.00
7/8/2019	136994	CAL-WEST LIGHTING & SIGNAL	STREET LIGHTS REPAIR	10,634.51
7/8/2019	136995	CALIFORNIA BMW	MOTORCYCLE PARTS	510.53
7/8/2019	136996	CHIEMI ASHITANI	CLASS REFUND - 19-7-1 CAMP WAYOUTBACK	215.00
7/8/2019	136997	CHIN-PANG YEUNG	CLASS REFUND - 19-2-2 CAMP WAYOUTBACK	205.00
7/8/2019	136998	CHRISTINE CHENG	CLASS REFUND - BRICKS CHALLENGE	195.00
7/8/2019	136999	CHRISTOPHER S. RUDNICKI	GOOSE CONTROL SERVICES	1,917.00
7/8/2019	137000	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICES	466.55
7/8/2019	137001	CITY OF REDWOOD CITY	SUPERVISOR ACADEMY FEES	2,100.00
7/8/2019	137002	CITY OF SOUTH SAN FRANCISCO	SWAT RANGE FEES	607.95
7/8/2019	137003	CLARK PEST CONTROL	PEST AWAY SERVICE - BUILDING	132.00
7/8/2019	137004	CLAUDIA HU	CLASS REFUND - 19-5-2 CAMP OUTBACK	40.00

**City of Foster City, CA**  
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Check Date	Check Number	Vendor Name	Description	Check Amount
7/8/2019	137005	CODE PUBLISHING, INC.	MUNICIPAL CODE UPDATE	359.50
7/8/2019	137006	CONTRACT SWEEPING SERVICES INC.	STREET CLEANING SERVICES	8,437.44
7/8/2019	137007	CRAIG W. REED	SPRING SOFTBALL STATISTIC	640.00
7/8/2019	137008	CREATIVE SECURITY COMPANY INC.	PRE-EMPLOYMENT EXAMS	3,688.00
7/8/2019	137009	CSG CONSULTANTS INC.	D531 - DEVELOPMENT REVIEW	10,432.75
7/8/2019	137010	CWEA	CWEA CERTIFICATE - BRETT PORTER	657.00
7/8/2019	137011	ERNESTO PEREZALONSO	CONSTRUCTION AND DEMOLITION REFUND	320.00
7/8/2019	137012	ESTERO UTILITY SERVICES	WATER SERVICES	81,128.33
7/8/2019	137013	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SUPPLIES PARKS PROGRAM	836.86
7/8/2019	137014	FASTSIGNS	NAME PLATES	65.40
7/8/2019	137015	FLINT TRADING INC.	PAVEMENT MARKINGS	4,609.41
7/8/2019	137016	FORELAND PARTS INC.	AUTO PARTS	322.06
7/8/2019	137017	FRANK SCHOENING	VISION REIMBURSEMENT - FRANK SCHOENING	166.78
7/8/2019	137018	GABRIEL APODACA	VISION REIMBURSEMENT - GABRIEL APODACA	115.81
7/8/2019	137019	GARY CHANG	CLASS REFUND - MATH	305.00
7/8/2019	137020	GINGER SCALZO	VISION REIMBURSEMENT - GINGER SCALZO	200.00
7/8/2019	137021	GOLDEN STATE FLOW MEASUREMENT	MISCELLANEOUS SUPPLIES WATER PROGRAM	1,505.65
7/8/2019	137022	GONZALO LARIOS	VISION REIMBURSEMENT - GONZALO LARIOS	200.00
7/8/2019	137023	THE GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS	1,311.45
7/8/2019	137024	GRAINGER	MISCELLANEOUS SUPPLIES STREET PROGRAM	788.03
7/8/2019	137025	GREENTECH LANDSCAPE SERVICES	HIP LANDSCAPING SERVICE - MAY 2019	500.00
7/8/2019	137026	HACH COMPANY	MISCELLANEOUS SUPPLIES WATER PROGRAM	324.28
7/8/2019	137027	HEE CHOI	CLASS REFUND - 19-1-1 CAMP OUTBACK	1,095.00
7/8/2019	137028	HIP HOUSING AFFORDABLE VENTURES	MANAGEMENT FEES - 07/01/2018 - 06/30/2019	14,400.00
7/8/2019	137029	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES STREET PROGRAM	3,878.59
7/8/2019	137030	HORIZON	DOLOMARK FIELD MARKERS	493.62

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/8/2019	137031	JENNIFER JESSUP	CLASS REFUND - 19-1-2 CAMP BREAKAWAY	275.00
7/8/2019	137032	JINGMEI YE	CLASS REFUND - ISLAND CAMP	155.00
7/8/2019	137033	JUDY BUGARIN	VISION REIMBURSEMENT - JUDY BUGARIN	20.00
7/8/2019	137034	KAMLESH RUPANI	CLASS REFUND - CAMP OUTBACK	1,415.00
7/8/2019	137035	KURT SCHAFER	VISION REIMBURSEMENT - KURT SCHAFER	188.57
7/8/2019	137036	LANYI XIN	CLASS REFUND - FUSSBALL	214.00
7/8/2019	137037	LEADERSHIP PROGRAM	PROGRAM TUITION - SANJAY GEHANI	1,650.00
7/8/2019	137038	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES - MAY 2019	2,229.50
7/8/2019	137039	LISA AZZOPARDI	SYNTHETIC TURF REBATE	1,800.00
7/8/2019	137040	LUIS DIAZ	VISION REIMBURSEMENT - LUIS DIAZ	199.49
7/8/2019	137041	MANAB DAS	CLASS REFUND - CAMP OUTBACK	460.00
7/8/2019	137042	MANUEL GARCIA	VISION REIMBURSEMENT - MANUEL GARCIA	176.86
7/8/2019	137043	MARY BETH MEALHOW	CLASS REFUND - 19-1-3 CAMP BREAKAWAY	175.00
7/8/2019	137044	MATT CULLEN	VISION REIMBURSEMENT - MATT CULLEN	186.82
7/8/2019	137045	MAZE AND ASSOCIATES	PCI SCANNING SERVICES	770.00
7/8/2019	137046	MCMASTER-CARR	MISCELLANEOUS SUPPLIES SEWER PROGRAM	184.75
7/8/2019	137047	METROMOBILE COMMUNICATIONS	POLICE MOTORCYCLE SUPPLIES	1,688.85
7/8/2019	137048	MIDWEST SIGN & SCREEN	MISCELLANEOUS SUPPLIES PARKS PROGRAM	387.91
7/8/2019	137049	MISSION UNIFORM	LAUNDRY SERVICES	1,782.62
7/8/2019	137050	MOTION INDUSTRIES INC.	CLAMPS AND HOSE ENDS	177.60
7/8/2019	137051	MR. ROOFING, INC.	CONSTRUCTION AND DEMOLITION REFUND	500.00
7/8/2019	137052	MUNICIPAL CODE CORPORATION	WEBSITE ENHANCEMENT SERVICES	3,600.00
7/8/2019	137053	NAZARETH ICE OASIS SAN MATEO	INSTRUCTOR FEE - ICE SKATING	534.80
7/8/2019	137054	OFFICE DEPOT	OFFICE SUPPLIES	818.08
7/8/2019	137055	PACKET FUSION	PATHSOLUTIONS ANNUAL MAINTENANCE	1,678.00
7/8/2019	137056	PAPA	PAPA CERTIFICATE - ALLEN SMITH	60.00

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/8/2019	137057	PENINSULA POWER WASH	PRESSURE WASHING SERVICES	12,075.00
7/8/2019	137058	PENINSULA SPORTS OFFICIALS	ADULT SOFTBALL OFFICIALS	725.00
7/8/2019	137059	PIERRE LEVESQUE	TOILET REBATE	75.00
7/8/2019	137060	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICES	67.77
7/8/2019	137061	R&B COMPANY	IRRIGATION PARTS	146.67
7/8/2019	137062	RAUL SALAZAR	VISION REIMBURSEMENT - RAUL SALAZAR	176.86
7/8/2019	137063	READYREFRESH BY NESTLE	DRINKING WATER	71.76
7/8/2019	137064	ROWENA GAMBOA	CLASS REFUND - 19-1-3 CAMP BREAKAWAY	25.00
7/8/2019	137065	RUI WU	CLASS REFUND - MATH	250.00
7/8/2019	137066	RUSSELECTRIC INC.	LIFT STATION REPAIR SERVICES	2,534.84
7/8/2019	137067	SAMANTHA LONG	CLASS REFUND - 19-4-1 CAMP WAYOUTBACK	430.00
7/8/2019	137068	SAN DIEGO POLICE EQUIPMENT	RANGE SUPPLIES - AMMUNITIONS	3,553.76
7/8/2019	137069	SAN MATEO CONSOLIDATED FIRE	LC4850 - SCOTT LIPPERD/KYLE LEATHAM	9,722.24
7/8/2019	137070	SAN MATEO COUNTY FORENSIC LAB	CRIME LAB FEES	1,507.00
7/8/2019	137071	SAN MATEO LAWN MOWER SHOP	MISCELLANEOUS SUPPLIES PARKS PROGRAM	67.49
7/8/2019	137072	SAN MATEO LOCK WORKS INC.	ENVELOPES	38.15
7/8/2019	137073	SANDRA CHIN	CLASS REFUND - CERAMICS	120.00
7/8/2019	137074	SANGEETA WALSH	CLASS REFUND - 19-5-3 CAMP BREAKAWAY	75.00
7/8/2019	137075	SC BUILDERS, INC.	CONSTRUCTION AND DEMOLITION REFUND	13,700.00
7/8/2019	137076	SCHAAF & WHEELER CONSULTING	CIP657 - LEVEE PROTECTION	32,940.30
7/8/2019	137077	SHELL DOOR SERVICE, INC.	DOOR REPAIR SERVICES	200.00
7/8/2019	137078	SHIVANI NIGAM	CLASS REFUND - 19-1-3 CAMP BREAKAWAY	175.00
7/8/2019	137079	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	162.88
7/8/2019	137080	STATE OF CALIFORNIA	ELEVATOR INSPECTION	450.00
7/8/2019	137081	STEPHANIE GAUS	CLASS REFUND - PIANO	464.00
7/8/2019	137082	STEPHANIE MACDONALD	VISION REIMBURSEMENT - STEPHANIE MACDONALD	200.00



**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/8/2019	137083	SUSAN LEE	TRIP REFUND - GRATON CASINO	10.00
7/8/2019	137084	T.H.E. OFFICE CITY	OFFICE SUPPLIES	1,025.49
7/8/2019	137085	TANESSA JEE	CLASS REFUND - BRICKS CHALLENGES	195.00
7/8/2019	137086	TANGENT COMPUTER	TANGENT CLOUD SOLUTIONS	1,000.00
7/8/2019	137087	TARGET SPECIALTY PRODUCTS	AGRICULTURAL SUPPLIES	1,691.50
7/8/2019	137088	THE EDCCO GROUP, INC.	SOFTWARE SUPPORT SERVICES	17,734.41
7/8/2019	137089	THE HOME DEPOT PRO	MISCELLANEOUS SUPPLIES BUILDING PROGRAM	2,200.03
7/8/2019	137090	TIMOTHY MAIER	EDUCATION REIMBURSEMENT - TIMOTHY MAIER	200.00
7/8/2019	137091	TOOLAND INC.	IMPACT DRILL	260.99
7/8/2019	137092	TROY GOBRERA	VISION REIMBURSEMENT - TROY GOBRERA	200.00
7/8/2019	137093	T4 SPATIAL, LLC	ANNUAL SUBSCRIPTION	12,000.00
7/8/2019	137094	URBAN PLANNING PARTNERS INC.	PROFESSIONAL SERVICES - APRIL 2019	6,187.03
7/8/2019	137095	VERITIV OPERATING COMPANY	BUILDING JANITORIAL SUPPLIES	2,897.29
7/8/2019	137096	VIJAY BUGATA	CLASS REFUND - 3D PAINTING	250.00
7/8/2019	137097	WAKAKO SAITO	CLASS REFUND - CAMP BREAKAWAY	285.00
7/8/2019	137098	WE GO LOGO	COTTON SLEEVE T-SHIRTS	1,879.33
7/8/2019	137099	WENDY LO	CLASS REFUND - CERAMICS	120.00
7/8/2019	137100	WENZE HU	CLASS REFUND - FORT ISLAND	155.00
7/8/2019	137101	WEST MARINE PRODUCTS, INC.	MISCELLANEOUS SUPPLIES LAGOON PROGRAM	793.78
7/8/2019	137102	WILBER VENTURA	VISION REIMBURSEMENT - WILBER VENTURA	200.00
7/8/2019	137103	WILSEY HAM	PROFESSIONAL SERVICES - MAY 2019	9,985.00
7/8/2019	137104	WING YIP	CLASS REFUND - 19-3-2 CAMP WAYOUTBACK	255.00
7/8/2019	137105	WORKERS.COM	PUBLIC WORKS TEMPORARY MAINTENANCE WORKERS	3,177.60
7/8/2019	137106	XIAQING HE	CLASS REFUND - MOVIE MAKING	405.00
7/8/2019	137107	YVONNE WU	CLASS REFUND - 19-2-2 CAMP KOALA	480.00
				729,471.33

Prepared Date 7/8/2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

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Accounting Period 2020/1  
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<b>Check Date</b>	<b>Check Number</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Check Amount</b>
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Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON JULY 8, 2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/10/2019	137108	AARONSON, DICKERSON, COHN & LANZONE	PROFESSIONAL SERVICES - JUNE 2019	48,129.80
7/10/2019	137109	CALIFORNIA BUILDING STANDARDS COMMISSION	GREEN BUILDING FEES - APRIL 2019 - JUNE 2019	840.60
7/10/2019	137110	THE CITIES GROUP	DENTAL INSURANCE PREMIUM - JULY 2019	4,847.12
7/10/2019	137111	CITY OF PACIFICA	COUNCIL OF CITIES MEETING - CATHERINE MAHANPOUR	50.00
7/10/2019	137112	CLINTON COLLINS	VISION REIMBURSEMENT - CLINTON COLLINS	200.00
7/10/2019	137113	COSTCO MEMBERSHIP	MEMBERSHIP FEES	180.00
7/10/2019	137114	DEPARTMENT OF CONSERVATION	SMIP - 04/01/2019 - 06/30/2019	109.43
7/10/2019	137115	DIVISION OF THE STATE ARCHITECT	SB1186 - 04/01/2019 - 06/30/2019	90.80
7/10/2019	137116	FIRST AMERICAN TITLE INSURANCE	ESCROW DEPOSIT - PILGRIM TRITON PHASE C	50,000.00
7/10/2019	137117	HIP ENTERTAINMENT, LLC	SUMMER CONCERT - 08/16/2019	650.00
7/10/2019	137118	ICMA MEMBERSHIP RENEWALS	ICMA RENEWAL - JEFF MONEDA/DANTE HALL	2,800.00
7/10/2019	137119	KIDZJET, INC.	TRANSPORTATION SERVICES - APRIL 2019	2,520.00
7/10/2019	137120	METLIFE-GROUP BENEFITS	VISION INSURANCE PREMIUM - JULY 2019	109.88
7/10/2019	137121	NORCAL SOUND COMPANY	SOUND SERVICES FOR SUMMER CONCERTS	3,435.00
7/10/2019	137122	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS	382.48
7/10/2019	137123	US POSTMASTER	ACTIVITY GUIDE POSTAGE	2,500.00
7/10/2019	137124	VERDE DESIGN INC	CIP659 - SOCCER FIELDS	2,867.48
7/10/2019	137125	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JULY 2019	640.41
				120,353.00

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF JULY 10, 2019

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/17/2019	137126	BURKE, WILLIAMS & SORENSEN, LLP	PROFESSIONAL SERVICES - MAY 2019	1,386.32
7/17/2019	137127	CAL-WEST LIGHTING & SIGNAL	STREET LIGHT REPAIR	520.00
7/17/2019	137128	CALIFORNIA PARK RECREATION SOCIETY	CPRS MEMBERSHIP - NAZMEEN SCHROEDER	145.00
7/17/2019	137129	DEFENSE LOGISTICS SPECIALIST	JULY 4TH EVENT SECURITY	12,372.36
7/17/2019	137130	EARL'S PEST CONTROL	PEST CONTROL SERVICES	630.00
7/17/2019	137131	FOLGERGRAPHICS	ACTIVITY GUIDE - SUMMER 2019	6,092.26
7/17/2019	137132	FREMONT BANK	CIP659 - SEA CLOUD PROJECT RETENTION PAYMENT	29,060.97
7/17/2019	137133	GEOFORENSICS, INC.	CIP659 - SYNTHETIC TURF PROJECT	4,350.00
7/17/2019	137134	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES PARKS PROGRAM	323.98
7/17/2019	137135	LIHAN LIU	SUMMER DAY BOOTH FEE REFUND	350.00
7/17/2019	137136	MISSION CLOUD SERVICES, INC	CALOPPS SUPPORT SERVICES	3,670.35
7/17/2019	137137	MISSION UNIFORM	LAUNDRY SERVICES	164.15
7/17/2019	137138	O.C. JONES & SONS, INC.	CIP659 - SEA CLOUD PARK PROJECT	552,158.38
7/17/2019	137139	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS	9,382.47
7/17/2019	137140	SFPUC - WATER	WATER - 06/11/2019 - 07/11/2019	982,063.10
7/17/2019	137141	T-MOBILE	MONTHLY CELLULAR SERVICES	541.98
7/17/2019	137142	WORKERS.COM	PUBLIC WORKS TEMPORARY MAINTENANCE WORKERS	2,615.27
7/17/2019	137143	ZALLES RACQUET SPORTS	INSTRUCTOR FEE - TENNIS	1,008.00
				<hr/> 1,606,834.59

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON RUSH REGISTER CYCLE OF JULY 17, 2019