



Item No. 12 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: JUNE 15, 2016

**SUBJECT: FIRST AMENDMENT TO AGREEMENT – CONSULTANT
AGREEMENT FOR PUBLIC WORKS DIRECTOR SERVICES
WITH INTERWEST CONSULTING – CHANGE IN MONTHLY
RATE**

RECOMMENDATION:

Adopt the First Amendment to Agreement for Consultant Services between the Town of Atherton and Interwest Consulting for Public Works Director Services authorizing a change in base compensation.

BACKGROUND

In June 2011 the Town entered into an agreement with Interwest Consulting Services for the provision of Public Works Director Services. Base compensation under the Agreement was set at \$14,500 per month. The Agreement provides a broad Scope of Work under which the consultant provides 20-24 hours per week of work. Interwest staff primarily provide the Town technical expertise in the areas of project engineering, routine project management, traffic engineering, transportation planning, GIS, development review, and grant administration. Interwest staff work closely with Town Departments and represent the Town at various regional groups. Interwest staff do not oversee the daily operations of Public Works (field crews) nor do they directly supervise Town staff.

The City Manager reviews monthly reports from Interwest coordinating the various task-based projects with the monthly fee. As work activity in the Town grows with the identification of necessary capital improvements, separate Task Orders are executed for each specific project (Marsh Road, Civic Center Project, etc.).

The Town's principal Community Services Director and Principle-in-Charge for the contract remains Mike Kashiwagi, P.E. Mary Grace Houlihan, P.E., L.S. serves as the Town's City Engineer. Ms. Houlihan is on-site 3 to 4 days per week.

Attached is the First Amendment to Agreement modifying the base monthly rate and fee schedule as was represented to the Council during budget discussions.

Effective July 1, 2016, the base fee will change from \$14,500 to \$15,600 per month. This is a change of 7.6% or \$13,200 per year. This is the first amendment to contract since its inception in 2011.

FISCAL IMPACT

As stated above, the change represents an increase of \$13,200. This adjustment was reflected in the budget discussions for FY 2016/17.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

ATTACHMENTS

First Amendment to Agreement
Exhibit A – Scope of Services
Exhibit C – Fee Schedule

FIRST AMENDMENT TO AGREEMENT – CONSULTANT SERVICES
BETWEEN THE TOWN OF ATHERTON AND INTERWEST CONSULTING
FOR PUBLIC WORKS DIRECTOR SERVICES

The Agreement for consultant services (hereinafter “Agreement”) entered into the 30th day of June 2011 by and between the TOWN OF ATHERTON, a California municipal corporation (hereinafter “Town”), and INTERWEST CONSULTING GROUP (hereinafter “Consultant”), is hereby amended as follows:

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Paragraph 4(A), entitled COMPENSATION, is removed and replaced in its entirety with the following:

“A. Compensation. The compensation to be paid to Consultant, including payment for professional services and reimbursable expenses, shall be at the rate and schedule attached as Exhibit C, “Compensation.” However, in no event shall the amount Town pays Consultant exceed \$15,600 per month. Payment by the Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were know to Town at the time of payment.”
2. Exhibits A, Scope of Work and Exhibit C, Compensation contained within that Agreement are hereby replaced with attached Exhibits A and C.
3. This Amendment to Agreement shall become effective July 1, 2016.

IN WITNESS WHEREOF, the Town and Consultant do hereby agree to the full performance of the terms set forth herein.

Date: _____

TOWN OF ATHERTON

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: William B. Conners
Title: City Attorney



Exhibit A

Scope of Services City Engineering Services Town of Atherton

Interwest Consulting Group (Interwest) will supplement and augment the Town of Atherton's (Town) Public Works engineering staff and serve in the capacity of City Engineer. Interwest will provide technical assistance and support to the Town Manager, City Council, Town-appointed committees and community and business stakeholders on public works programs, policies, activities, and projects. Interwest will serve as a link and liaison between the public works department and other Town departments, elected officials, regional regulatory agencies and community and business stakeholders. Interwest will provide professional engineering and administrative services necessary to supplement and augment Town resources for City Engineering/public works activities as directed and requested by the Town of Atherton.

Interwest will provide an experienced Registered Professional Engineer onsite 20-24 hours per week for a fixed monthly fee to be negotiated with the Town. The fixed monthly fee will provide Base Services described below. Additional services requested by the Town such as Project Management, Traffic Engineering, Transportation Planning, Construction Management, Geographic Information System (GIS), Information Technology (IT), Real Property Acquisition, Preparation of Grant Applications, and Development Plan Review services are beyond the scope of the fixed monthly fee and will be billed on a time and materials hourly rate based upon an approved Task Order by the Town Manager. Hourly rates will be based upon the Classification and Rate Schedule provided in Exhibit B. Base Services will include:

- ✓ Prepare written reports, attend meetings, and present information to the City Manager, City Council, and Town Committees.
- ✓ Provide regular written updates on projects and high priority activities of importance to the Town Manager and City Council.
- ✓ Attend meetings with Town staff, regional staff and regional/regulatory agencies on projects, issues, or other matters of interest to the Town of Atherton.
- ✓ Represent the Town of Atherton's interests in disseminating information to public officials, community leaders, developers, contractors, and the general public.
- ✓ Review and provide opinions on initial inquiries relating to land development matters.
- ✓ Provide technical assistance to Town staff on matters related to municipal engineering including civil, transportation, traffic, water resources, and structural engineering.
- ✓ Proactively establish working relationships and coordination with other public agencies and utility companies related to public works, municipal engineering, and landscape matters.

- ✓ Working closely with the Finance Department and under the direction of the Town Manager, prepare and administer long and short-range capital improvement programs compatible with the economic capabilities of the Town.
- ✓ Working closely with the Finance Department and under the direction of the Town Manager, develop and manage operating budgets compatible with the economic capabilities of the Town.
- ✓ Provide technical recommendations on regional policy issues relevant to the Town.



Exhibit B
Town of Atherton
FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>CURRENT HOURLY BILLING RATE</u>	<u>PROPOSED</u>
Engineering		
Public Works Director/City Engineer.....	\$140	\$150
Traffic Engineer.....	\$130	140
Supervising Engineer.....	\$130	140
Senior Engineer.....	\$125	135
Project Manager.....	\$130	140
Associate Engineer III.....	\$110	120
Associate Engineer II.....	\$100.....	110
Associate Engineer I.....	\$ 85	90
Engineering Technician III.....	\$110	115
Engineering Technician II.....	\$ 80	85
Engineering Technician I.....	\$ 65	75
Student Trainee.....	\$ 30.....	35
Construction Management		
Construction Manager	\$130	140
Assistant Construction Manager	\$115.....	125
Supervising Public Works Observer.....	\$110	120
Senior Public Works Observer.....	\$100	110
Public Works Observer III.....	\$ 90.....	100
Public Works Observer II.....	\$ 85.....	95
Public Works Observer I.....	\$ 75.....	85
Transportation		
Supervising Transportation Planner	\$125	130
Senior Transportation Planner	\$115	120
Associate Transportation Planner III.....	\$100	110
Associate Transportation Planner II.....	\$ 85	90
Associate Transportation Planner I.....	\$ 80.....	85
Real Estate		
Real Estate Property Manager.....	\$130	145
Senior Real Property Agent.....	\$115	125
Real Property Agent III.....	\$105.....	110
Real Property Agent II.....	\$100	105
Real Property Agent I.....	\$ 90.....	100
GIS		
GIS Manager.....	\$125	135
Senior GIS Analyst.....	\$115	125
GIS Analyst III.....	\$100	110
GIS Analyst II.....	\$ 90	100
GIS Analyst I.....	\$ 80.....	90
Administrative		
Senior Administrative.....	\$ 65	75
Administrative III.....	\$ 55	60
Administrative II.....	\$ 50	55
Administrative I	\$ 45	50

Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.