

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

MONDAY, OCTOBER 12, 2020

7:00 p.m.

Visit Daly City's virtual meeting website to watch the livestream of the City Council meeting and submit comment on agenda items, all in one place online:

<https://bit.ly/dalycityoct12>

Please note, the virtual meeting website will only be available during the meeting on **Monday, October 12, 2020 at 7:00 p.m.**

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Governor Newsom's Executive Order N-25-20, members of the Daly City Council and staff will participate in this meeting via a teleconference. Members of the public are encouraged to watch the meeting via Livestream (City Council Meeting Livestream) at <https://bit.ly/dalycityoct12> and to submit comments through the livestream website and/or submit public comments via email to cityclerk@dalycity.org prior to the public meeting.

To submit a comment in writing, please email cityclerk@dalycity.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members and included as an "Add to Packet" on the City's website prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members for the public meeting.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 as soon as possible.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

Proclaiming October 2020 as Fire Prevention Month (Barry Biermann, Deputy Fire Chief, North County Fire Authority)

Commendation to Pat Bohm, Executive Director, Daly City Partnership

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

APPROVAL OF MINUTES:

Regular Meeting of September 28, 2020

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

1. Accepting Donated Funds for the Daly City Police Department K-9 Program
2. Accepting Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Funds for Forensic Laboratory Fees
3. Authorizing the City Manager or Designee to Purchase Software and Execute License and Service Agreements
4. Authorizing the City Manager to Execute a Professional Services Agreement for Construction Management and Support Services for Central Corridor Bicycle and Pedestrian Improvements Project
5. Accepting and Appropriating Additional Grant Funding from California School-Age Consortium (CalSAC)
6. Authorizing the City Manager to Execute a License Agreement with the Pilipino Bayanihan Resource Center (PBRC) for the Use of Certain Portions of the Doelger Arts Center (200 Northgate Avenue)
7. Authorizing the City Manager to Execute a License Agreement with Pacific Islands Together (PIT) for the Use of Certain Portions of Lawson Hall (125 Accacia Street)

END OF CONSENT AGENDA

PUBLIC HEARINGS:

8. Proposed Temporary New Fee for Lap Swim at Giammona Pool

Staff: Brown

Recommended Action: Open/Close Hearing

Recommended Action: Adopt Resolution by Roll Call

COMMUNICATIONS:

9. Adopting Resolution Authorizing the City of Daly City to Accept a Bequest from the Budish Revocable Family Trust of 1999

Staff: Zimmerman

Recommended Action: Adopt Resolution by Roll Call

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor.
The Council cannot take action on any matter raised under this item.

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

10. Council Committee
11. City Council
12. Staff

ADJOURNMENT:

Proclamation

Fire Prevention Month

- WHEREAS, the City of Daly City and the North County Fire Authority is committed to ensuring the safety and security of all those living in and visiting Daly City; and
- WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS, home fires killed 3,655 people in the United States in 2018, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 363,000 home fires; and
- WHEREAS, when the smoke alarm sounds, Daly City’s residents may have less than two minutes to escape to safety. Therefore, everyone should have a smoke alarm in each bedroom, outside the bedroom and on every level of the home; and
- WHEREAS, Daly City’s residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows; and
- WHEREAS, Daly City’s residents should practice a home fire escape drill at least twice a year, during the day and at night; and
- WHEREAS, Daly City residents should know that the best way to prevent a kitchen fire is to not leave the kitchen when cooking, especially when frying foods or cooking on the range top; and
- WHEREAS, Daly City’s residents should make sure everyone in the home knows how to call 9-1-1 from a landline phone, cell phone or a neighbor’s phone; and
- WHEREAS, Daly City’s residents who have a fire in their home, should crawl low under smoke, get out and stay out, never going back inside the home for people, pets, or things; and
- WHEREAS, the 2020 Fire Prevention theme, “Serve up Fire Safety in the Kitchen” effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, I, Glenn R. Sylvester, Mayor of Daly City, and members of the City Council do hereby proclaim October 2020, as **FIRE PREVENTION MONTH** throughout this city, and we urge all the people of Daly City to install and test smoke alarms in their homes, practice exit drills in the home, not leave the kitchen when cooking, especially when frying foods and to support the many public safety activities and efforts of the North County Fire Authority during Fire Prevention Month 2020.

Signed and sealed by the Mayor and City Council of the City of Daly City this 12th day of October, 2020.

Mayor

Vice Mayor

Councilmember

Councilmember

Councilmember

COMMENDATION

RETIREMENT OF PATRICIA “PAT” BOHM EXECUTIVE DIRECTOR, DALY CITY PARTNERSHIP

WHEREAS, PATRICIA “PAT” BOHM will retire from the Daly City Partnership on October 12, 2020 after 20 years of dedicated service; and

WHEREAS, PAT earned her B.A. degree in Creative Arts Interdisciplinary from San Francisco State University; and

WHEREAS, in her early career, PAT was the Northern California Regional Operations Manager with Lifetouch Portraits, Inc., served on the board for Bayshore Childcare Services and the San Bruno Community Foundation and was actively involved with the San Bruno/South San Francisco 4H Youth Development Program; and

WHEREAS, prior to joining the team, PAT worked as a Title I Instructional Technician, tutoring students in math and reading at John F. Kennedy and Garden Village Schools; and

WHEREAS, PAT first joined the Daly City Partnership as a Program Coordinator for the After School Academic Program (ASAP) division in 2000; and

WHEREAS, PAT became the Executive Director of the Daly City Partnership in 2012 , and under Pat’s leadership the Partnership tripled the income to the Partnership, became the north county Core Agency and expanded programs to include services to families, preschool and school-age programs as well as seniors; and

WHEREAS, her outreach and collaborative spirit has resulted in many philanthropic contributions, most recently a \$250,000 donation from the Chan-Zuckerberg Initiative; and

WHEREAS, she has worked collaboratively with countless San Mateo County agencies and served on many County-wide committees. She is a founder of Pat’s Closet which supplies clothing and home goods at no cost to families in need.

NOW, THEREFORE, I, GLENN R. SYLVESTER, Mayor and members of the City Council of the City of Daly City do hereby congratulate Pat Bohm on her retirement from the Daly City Partnership and commend her hard work and dedicated service to the community. Congratulations and best wishes to you!

*Signed and sealed by the Mayor and City Council
of the City of Daly City this 12th day of October 2020.*

Glenn R. Sylvester, Mayor

Juslyn C. Manalo, Vice Mayor

Raymond A. Buenaventura, Councilmember

Roderick Daus-Magbual, Councilmember

Pamela DiGiovanni, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 28, 2020

To view videos of the City Council meetings, visit <http://yt.vu/+dalycitycouncil>

***Note on Public Comments:** For this meeting, members of the public were encouraged to watch the meeting via livestream at <https://bit.ly/dalycitysept28> and to submit comments through the livestream website and/or submit public comments via email to cityclerk@dalycity.org prior to the public meeting. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting were instructed to call the office of the City Clerk at 991-8078 prior to the meeting.*

The meeting was called to order by Mayor Sylvester at 7:41 P.M. by video conference call pursuant to Governor Gavin Newsom's Executive Order N-25-20.

ROLL CALL: Councilmembers Present:
Glenn R. Sylvester, Mayor
Juslyn C. Manalo, Vice Mayor
Raymond A. Buenaventura
Rod Daus-Magbual
Pamela DiGiovanni

Staff Present:
Shawwna Maltbie, City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Proclaiming September 2020 as Prostate Cancer Awareness Month
(Dr. Barry Chauser, Radiation Oncology Department, AHMC Seton Medical Center)

Proclaiming October 2020 as Filipino-American History Month
(James Rumohr, Kumu Cofounder and Chief of Staff)

APPROVAL OF MINUTES:

Regular Meeting of September 14, 2020

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Manalo and carried to approve the minutes of the regular meeting of September 14, 2020.

APPROVAL OF AGENDA:

It was moved by Vice Mayor Manalo, seconded by Councilmember Daus-Magbual and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Vice Mayor Manalo, seconded by Councilmember DiGiovanni and carried to approve the consent agenda.

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 28, 2020

Page 2

Resolutions:

Amending Resolution No. 18-134 regarding Designated Employees

Resolution 20-146, Amending Daly City's Conflict of Interest Code as to Positions

Authorizing Extension of Use Permit UPR-7-15-11164 and Design Review DR-7-15-11165 — Mixed-Use Building at 1590 Bryant Street

Resolution 20-147, Approving Extension for Use Permit UPR-7-15-11164 and Design Review DR-7-15-11165 – Mixed Use Building at 1590 Bryant Street

Accept and Appropriate 4R's Grant Funding from County of San Mateo Office of Sustainability

Resolution 20-148, Accepting and Appropriating Grants Funds FY 2020/21 from the County of San Mateo Office of Sustainability for City Hall Container Modernization and Standardization

Accept and Appropriate Grant Funding from CalRecycle

Resolution 20-149, Accepting and Appropriating Grant Funding from the California Department of Resources Recycling and Recovery

END OF CONSENT AGENDA

PUBLIC HEARINGS

Introduction of an Ordinance Adding Chapter 5.92 to the Daly City Municipal Code and Adoption of the Short-Term Rental (STR) Fees

Council considered postponing this item due to the amount of responses and additional material received from the community and the proponents of STRs. City Attorney Rose Zimmerman suggested continuing the public hearing to a date certain.

It was moved by Mayor Sylvester, seconded by Vice Mayor Manalo and carried by unanimous roll call vote to continue the matter to the regular Council meeting of November 9, 2020.

COMMUNICATIONS:

Use Permit UPR-8-20-14639 and Design Review DR-12-19-14364 – Veterinary Hospital and Parking Lot Expansion at 2201 Junipero Serra Boulevard

Michael Van Lonkhuysen presented Blue Pearl Pet Hospital's request to expand an existing 24-hour emergency veterinary hospital which includes an additional 10,681 square feet for the pet clinic and construction of a parking lot to accommodate 26 more parking spaces. The Planning Commission recommended the approval of the use permit and adopted the findings in the staff report.

It was moved by Vice Mayor Manalo, seconded by Councilmember DiGiovanni and carried by unanimous roll call vote to adopt the following resolution:

Resolution 20-150, Adopting Findings of Fact and Imposing Conditions of Approval on Use Permit UPR-8-20-14639 and Design Review DR-12-19-14364 for Veterinary Hospital and Parking Lot Expansion (2201 Junipero Serra Boulevard, Daly City, California)

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 28, 2020

Page 3

AWARD OF BIDS/CONTRACTS:

Appropriate Funds and Award of Contract for the Gellert Park Sports Field LED Lighting Project

Assistant to the Director of Public Works Jeffrey Fornesi recommended awarding a contract to Musco Sports Lighting, LLC in the amount of \$402,137.05 and appropriating \$462,458 of Park Land Dedication Fees to fully fund the project. Staff worked with County Supervisor David Canepa's office to secure Measure K funds to support the project.

Council discussed with staff the rules and procedures for the procurement of goods and services, in this case through joint powers agency Sourcewell. Council discussed whether there are ways in which the City could ensure that it is not contributing to systemic racism in any of its policies and not excluding certain groups. Staff addressed Council concerns agreeing to do a closer inspection of agencies it chooses to work with in the future. Council thanked Supervisor Canepa for his continued funding support of Daly City programs and projects.

It was moved by Vice Mayor Manalo, seconded by Councilmember DiGiovanni and carried by unanimous roll call vote to adopt the following resolution

Resolution 20-151, Authorizing Execution of Contract with Musco Sports Lighting, LLC for the Gellert Park Sports Field LED Lighting Project and Appropriation of Additional Funds

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Assistant City Manager Stephen Stolte read public comments. The following employees of Seton Medical Center (SMC) voiced concern over the unsafe working conditions that nurses have experienced at SMC. They reported unsafe conditions including: lack of PPE, 12-hour work shifts without breaks, understaffing, lack of sick leave hours, and lack of COVID testing for staff. Nurses requested that AHMC Healthcare be held accountable for ensuring adequate staffing and a safer working environment for staff.

Darlyn Macaranas, SMC COVID Medsurg RN
Shane Ward, SMC employee
Shanon Egan, SMC RN
Michelle Kubota, SMC RN

Arlene Sutter, SMC COVID MedSurg RN
Seraphin Co, SMC ED RN
Julie Tran

REPORTS:

Council Committee – September 13 -27, 2020

Development Council Committee (Sylvester/Manalo)
City/County Association Governments (DiGiovanni)
Housing Endowment & Regional Trust (Sylvester)
Peninsula Clean Energy (Daus-Magbual)
Bay Area Water Supply & Conservation Agency (Manalo)

City Council

Councilmember DiGiovanni reported that AHMC Healthcare is only planning to hire thirty-three nurses at Seton Medical Center and will not be hiring any traveling nurses at this time, despite the high need for more staff. Councilmember Daus-Magbual reported meeting with the Community Collaboration for Children's Success (CCCS) subcommittee to discuss strategies to advance racial equity amongst leadership in San Mateo County. Councilmember Daus-Magbual also discussed coordination with Filipino-American organizations and involvement in the passage of an anti-terror law in the Philippines.

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
SEPTEMBER 28, 2020

Page 4

ADJOURNMENT:

At 9:40 PM, Mayor Sylvester adjourned the meeting in memory of Cynthia Barker, Dorothy Grossman, Charles Morton, Kenneth Bliss Parmelee, Fitzroy Sarmiento, and Ruth Bader Ginsburg.

Approved as submitted, this 12th

day of October, 2020.

City Clerk

Mayor



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: Acceptance of Donated Funds for the Daly City Police Department K-9 Program

Recommended Action

Accept donated funds in the amount of \$1,000.00 for the Daly City Police Department K-9 program.

Background

On 09/21/2020, the police department received an anonymous donation of \$1,000.00 in the form of a check. The anonymous donor requested the funds be used for the "K-9 Unit" following the loss of K-9 Bullock, who served the City from 2012 through 2020. Additionally, the donor specified the funds were to be used for the purchase, training, equipment, or veterinary care of a canine.

Discussion

An anonymous donor provided a check for \$1,000.00 to be used for the Police Department K-9 program. The police department is actively in the process of acquiring a new K-9 following the recent loss of Daly City Police K-9 Bullock. These donated funds would be used to offset a portion of the associated cost for purchasing and training the new K-9. Remaining costs will be paid through asset forfeiture funds, which was previously approved by Council on September 14, 2020.

Fiscal Impact

No fiscal impact. Funds are donated for the intended use of the K-9 program.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Cameron Christensen
Captain

Patrick Hensley
Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: **Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG)
Program Grant Funds for Forensic Laboratory Fees**

Recommended Action

Staff recommends Council accept award funds from the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program totaling \$16,118.00. Funds will be used to pay for Forensic Laboratory fees.

Background

On July 9, 2020, the funding information was made available to the City of Daly City and the application was due on August 19, 2020. The Police Department applied for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program to help supplement the forensic laboratory fees (DNA- evidence processing costs) for cold cases. One of the conditions of this application for the JAG grant funds is for the applicant to ask the governing body to review the police department's request to apply for grant funding.

Discussion

This grant provides a total award of \$16,118.00. The primary focus of the grant funds will be the identification and testing of DNA from cold case homicides. This grant will be administered by the Police Department.

Fiscal Impact

Proposed funding runs from October 1, 2020 through September 30, 2021, or until the award has been exhausted.

Summary/Conclusion

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

John Gamez
Captain

Patrick Hensley
Chief of Police



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: Authorize the City Manager or Designee to Purchase Software and Execute License and Service Agreements

Recommended Action

Staff recommends that the City Council authorize the City Manager or Designee to purchase software and execute license and service agreements with Sophos (purchased through reseller CDWG) to provide monitored information security services.

Background

The City has traditionally managed system security predominantly through the purchase and installation of endpoint antivirus software on servers and computers. The present contract with Kaspersky ends on November 27, 2020. While the City can renew the contract, this traditional model has several shortcomings in protecting our network environment and can fairly be described as obsolete. Among other things, cybercriminals' tactics are continually evolving, and they use myriad attack vectors to try to compromise computers, servers, systems, network devices, storage, data, and user accounts. Accordingly, we recommend adopting a comprehensive approach to information security through the use of security-as-a-service with a globally recognized leader, Sophos.

Discussion

The purchase, installation, configuration, and maintenance of antivirus software on servers and computers has historically met the City's needs. However, the modern enterprise environment has security requirements that exceed the capabilities of antivirus software. These include detecting, intercepting, eradicating, cleansing, and remediating events related not just to viruses, but also including intrusions, data theft and corruption (including ransomware), compromised user accounts, and inappropriate user activity. As the Council is aware, such challenges are always present and, unfortunately, threat actors have only increased their activity during COVID-19, as remote workers can present an additional layer for attacks.

Anticipating the expiration of the present contract and recognizing the shortcomings of traditional antivirus solutions, ISD has sought to locate a security provider that can offer comprehensive services to better secure our environment. Such services are very specialized and are offered in different packages, methods, and approaches. After reviewing various vendors and options, ISD believes that Sophos will provide the best platform at the most reasonable overall cost, with the contract managed by CDWG as reseller, which is one of the City's trusted vendors. CDWG presently also manages our enterprise agreement with Microsoft.

Sophos' solution will provide a monitored, multi-tiered approach to cybersecurity, which will include around-the-clock monitoring by their team as well as generating detailed summaries, forwarding timely information and alerting ISD staff to any issues. With the preferred configuration, Sophos is also able to act promptly and directly against detected threats which is a significant benefit in limiting the potential damage from an incident.

City Council Agenda Report

Subject: Authorize the City Manager or Designee to Purchase Software and Execute License and Service Agreements

Page 2 of 2

The total cost for a three-year contract with Sophos, managed by CDWG, is \$188,030.60, which includes a one-time charge of \$2,539.35 for professional services related to initially configuring and deploying the Sophos solution in our environment. Less the initial one-time charge, the average cost per year is just under \$62,000. By comparison, a one-year contract was offered at \$95,309.10 (also including the same one-time charge), so the savings over the three-year period is greater than \$92,000. The City would also not need to renew our present Kaspersky antivirus system at an estimated cost of \$9,700 per year (which includes the cost of supported licenses for the server operating systems). The advantages gained by this expense are manifold, as it will harden our systems and provide comprehensive protection from a panoply of threats, as well as adding monitoring and remediation services.

Fiscal Impact

The fiscal impact of replacing and enhancing our obsolete antivirus system is \$188,030.60 over a three-year period. Adequate funding exists in the ISD budget for this expenditure.

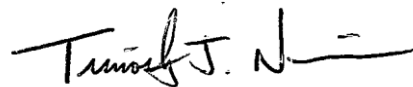
Summary/Conclusion

Staff recommends authorizing the City Manager or Designee to execute a three-year contract with Sophos, via CDWG as managing reseller. Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Gregory R. Dutson
Senior Network Administrator
Information Services Division



Timothy J. Nevin
Director of Finance and
Administrative Services



City Council Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: Authorize the City Manager to Execute a Professional Services Agreement for Construction Management and Support Services for Central Corridor Bicycle and Pedestrian Improvements Project

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with Park Engineering, Inc. of Orinda, California, to provide construction management and support services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project.

Background

In May 2015, the City Council authorized staff to submit an application for the Active Transportation Program (ATP) Cycle 2 grant funds for the Central Corridor Bicycle and Pedestrian Improvements project. The City's application requested \$2,019,000 in grant funds, with a proposed \$103,000 local match. Public Works staff also leveraged \$154,000 in Transportation Development Act (TDA) Article 3 grant funds previously awarded by the City/County Association of Governments of San Mateo County (C/CAG) for bicycle and pedestrian improvements along the Eastmoor Avenue portion of the Central Corridor Bicycle and Pedestrian Improvements project limits.

The City was selected for grant funding from the statewide competitive program for the full request amount of \$2,019,000.

In April 2016, the City Council accepted and appropriated the ATP Cycle 2 grant fund in the amount of \$2,019,000 and authorized the City Manager to execute the Funding Agreement for the grant from Caltrans for the Central Corridor Bicycle and Pedestrian Improvement project. City Council also authorized the appropriation of \$103,000 in AB1600 transportation funds to cover the City's required local match.

In April 2017, the City received approval for \$300,000 for the Design phase of the project. In June 2020, the City received approval for \$1,719,000 for the Construction phase of project.

Discussion

The Public Works Engineering Division is seeking professional services of an outside consultant for the construction management and support services (inspection and materials testing) for the Central Corridor Bicycle and Pedestrian Improvements Project. Due to the complex federal requirements that necessitate more time and attention to be focused on the inspection and administration of the project on a daily basis, the services of a construction management firm that

specializes in federal grant projects is required. The consultant construction management and support services are eligible for grant fund reimbursement as with the construction work.

Staff advertised a Request for Proposal (RFP) for Construction Management and Support Services for the Central Corridor Bicycle and Pedestrian Improvements Project on August 22, 2019. Contract procurement followed protocols from the Caltrans Local Assistance Procedures Manual (LAPM) because the project will be funded with federal funds. Four firms submitted a proposal by the due date of September 19, 2019. The City established a selection committee to review and evaluate the proposal based on the evaluation criteria listed in the RFP. Two firms were deemed responsive and were invited to interview with the selection committee and present their interest and qualifications for this project in November 2019. Park Engineering, Inc. was the most qualified firm in working on federally funded projects and has sufficient staff to meet the needs of the project. With the recent approval from Caltrans to advertise the project, construction of the project is anticipated to commence in December 2020 and be completed in June 2021.

The scope of professional services includes, but is not limited to the following elements:

- The Construction Manager/Resident Engineer (RE) shall interpret the contract documents and provide direction to the contractor on issues of a technical and non-technical nature.
- The Inspector shall be a qualified personnel throughout the duration of the project. Inspector shall include observation and acceptance of testing as specified in the contract specifications.
- Laboratory testing is included and will be performed in accordance with the City's testing plan.

Fiscal Impact

The professional services agreement provides for a not-to-exceed fee of \$197,825.74. This amount includes construction management, construction inspection, and materials testing. An additional \$19,783 is needed for contingencies for a total amount of \$217,608.74. The construction management and support services are eligible for grant reimbursement as with the construction work, up to the maximum grant amount. Sufficient funds are available in project account 17-312-638 to fully fund the professional services agreement.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with Park Engineering, Inc. of Orinda, California, in an amount of \$197,825.74 for construction management and support services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Shirley Chan
Senior Civil Engineer



Richard Chiu Jr.
Director of Public Works

Attachment: Professional Services Agreement

**AGREEMENT WITH PARK ENGINEERING, INC.
FOR CONSTRUCTION
MANAGEMENT/CONSTRUCTION SUPPORT
SERVICES FOR
City of Daly City**

This AGREEMENT, made and entered into this __ day of _____, 2020 by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and **PARK ENGINEERING, INC.**, a California S-Corporation ("CONSULTANT"):

PARK ENGINEERING, INC.
372 Village Square
Orinda, CA 94563

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the professional services for construction management and support services for the Central Corridor Bicycle and Pedestrian Safety Improvements Project.

B. CITY desires to engage CONSULTANT to provide these consulting services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this AGREEMENT is as described in Exhibit A to this AGREEMENT, the proposal from Park Engineering, Inc. dated September 19, 2019, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this AGREEMENT. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this AGREEMENT.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 4 - TERM

The services to be performed under this AGREEMENT shall commence on September 14, 2020 and be completed on or about August 31, 2020.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a not-to-exceed fee based upon the work progress and pursuant to rates stated in Exhibit A to this AGREEMENT, attached and incorporated by reference.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this AGREEMENT or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this AGREEMENT upon receipt of said written notice.

Upon termination and upon CITY'S payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this AGREEMENT, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - INDEPENDENT CONTRACTOR

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 9 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this AGREEMENT are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 10 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this AGREEMENT.

SECTION 11 – USE OF SUBCONSULTANTS

CONSULTANT shall not subcontract any services to be performed by it under this AGREEMENT without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing, and printing. CONSULTANT shall be solely responsible for reimbursing any subconsultants and the CITY shall have no obligation to them.

SECTION 12 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this AGREEMENT, CONSULTANT shall at all times be considered an independent CONSULTANT as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this AGREEMENT.

SECTION 13 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

Acceptance by the City of the work performed under this AGREEMENT does not operate as a release of Consultant from such professional responsibility for the work performed pursuant to this AGREEMENT.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the City, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. To the extent there is an obligation to indemnify under this Section, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the City, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this AGREEMENT.

SECTION 14 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) from the agent has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any commercially available endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5) years after completion of work.***

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 15 - NONASSIGNABILITY

Both parties hereto recognize that this AGREEMENT is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 16 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this AGREEMENT and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 17 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this AGREEMENT or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this AGREEMENT or of any applicable law or ordinance.

SECTION 18 – SEVERABILITY

If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

SECTION 19 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this AGREEMENT. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this AGREEMENT that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this AGREEMENT.

SECTION 20 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subconsultants shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 21 - MEDIATION

Should any dispute arise out of this AGREEMENT, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until AGREEMENT is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 22 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this AGREEMENT. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT'S standard hourly rates at the time of actual testimony.

SECTION 23 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: City Engineer
City of Daly City – Engineering Division
333 90th Street
Daly City, CA 94015

To CONSULTANT: Jaemin Park
Park Engineering, Inc.
372 Village Square
Orinda, CA 94563

SECTION 24 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 25 – AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute,

deliver, and perform the AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind each respective party.

SECTION 26 - GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

SECTION 27 – PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on September 14, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’S AGREEMENT Administrator. The AGREEMENT shall end on August 31, 2021, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

SECTION 28 – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY’s approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT’s AGREEMENT to extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work of AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a not to exceed fee of \$197,825.74 for services detailed in Exhibit A. The not to exceed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the AGREEMENT Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's AGREEMENT Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this AGREEMENT. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's AGREEMENT Administrator at the following address:

City of Daly City/Venus Young
333 90th Street, 1st Floor
Daly City, Ca 94015

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$197,825.74.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's AGREEMENT Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- K. All subagreements in excess of \$25,000 shall contain the above provisions.

SECTION 29 – TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this AGREEMENT with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this AGREEMENT with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the AGREEMENT. In which case the overage shall be deducted from any sum due CONSULTANT under this AGREEMENT and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this AGREEMENT is terminated is zero (0) dollars.

SECTION 30 – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the AGREEMENT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subagreements in excess of \$25,000 shall contain the above provisions.

SECTION 31 – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public AGREEMENT Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the AGREEMENT pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any

books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the AGREEMENT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subagreements in excess of \$25,000 shall contain this provision.

SECTION 32 – AUDIT REVIEWS PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SECTION 33 – SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subagreement in excess of \$25,000 entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this AGREEMENT to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the substitute subconsultant(s).

SECTION 34 – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this AGREEMENT is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal

to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY."

49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subagreements in excess \$25,000 shall contain the above provisions.

SECTION 35 – STATE PREVAILING WAGE RATES

The State of California's General Prevailing Wage Rates are not applicable to this AGREEMENT. Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit

one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 - 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 - 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 - 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 - 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- 5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 - 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

- 1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT

and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

SECTION 36 – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. Any subagreement in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

SECTION 37 – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

SECTION 39 – PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by- or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal AGREEMENT; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal AGREEMENT, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal AGREEMENT, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subagreements, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

SECTION 40 – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this AGREEMENT, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age(over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the AGREEMENT shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the AGREEMENT covers a program whose goal is employment.
- E. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- F. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- G. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- H. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- I. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- J. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- K. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

SECTION 41 – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated there within the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

SECTION 42 – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Consultants who obtain DBE participation on this AGREEMENT will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 8.00%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant AGREEMENT DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted AGREEMENTs. Failure by CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as LOCAL AGENCY deems appropriate.
- E. Any subagreement entered into as a result of this AGREEMENT shall contain all of the provisions of this section.
- F. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- G. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- H. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate

the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- I. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- J. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- K. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- L. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- M. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- N. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

SECTION 43 – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written

before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Section 29 – Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

SECTION 44 – CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written AGREEMENT of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

SECTION 45 – CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 46 – DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

SECTION 47 – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

SECTION 48 – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

SECTION 49 – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this

AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other AGREEMENT products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

SECTION 50 – CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

SECTION 51 – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made

available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

SECTION 52 – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

SECTION 53 – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

SECTION 54 – RETENTION OF FUNDS

No retainage will be withheld by LOCAL AGENCY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

SECTION 55 – CONSULTANT'S REPORTS OR MEETINGS

CONSULTANT shall submit progress reports at least once a month. The report should be

sufficiently detailed for the LOCAL AGENCY's AGREEMENT Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

CONSULTANT's Project Manager shall meet with LOCAL AGENCY's AGREEMENT Administrator, as needed, to discuss progress on the AGREEMENT.

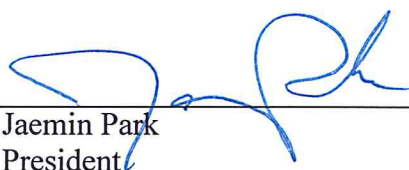
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this AGREEMENT the day and year first above written.

CITY OF DALY CITY

CONSULTANT

Park Engineering

Shawwna Maltbie
City Manager



Jaemin Park
President

APPROVED AS TO FORM

ATTEST:

Rose Zimmerman
City Attorney

K. Annette Hipona
City Clerk

5. PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

Providing quality service to the community is the goal for city public works departments and there are many challenges that come with this responsibility. We understand that a City Engineer has to answer to elected officials, oversight and permitting agencies, and third-party funding sources. We also understand the public relations pressures on visible public improvements projects and that public perception can make the difference to the success of a project. At Park Engineering, our project managers, resident engineers and construction inspectors take ownership of the projects and act in the City's best interest to manage, coordinate and inspect the project to successful completion. For the Central Corridor Bicycle and Pedestrian Improvements project, our Project Manager/Resident Engineer is **Steve Patterson, PE**, who will be supported by **Chris Kinser** as the construction inspector.

Park Engineering specializes in providing construction management and inspection services to public agencies for projects just like this and our proposed team of professionals has the experience and expertise to ensure that this project is completed successfully. Based on the information provided by the City, we have determined that the construction management service can be provided by a Project Manager/Resident Engineer on a part-time basis with a full-time Construction Inspector.

UNIQUE CAPABILITIES

Park Engineering has completed numerous construction projects for local agencies that have been sensitive in nature and in high traffic areas, requiring extensive public outreach and communication. These projects have been in both urban downtown areas and residential neighborhoods.

Majority of Park Engineering's project are federal and granted funded local agency projects and our expertise with these types of projects has provided successful completion with full fund reimbursement to many agencies throughout the Bay Area.

PROJECT UNDERSTANDING

The City of Daly City has requested proposals for Construction Management Services for the Central Corridor Bicycle and Pedestrian Improvements project, which will improve safe access for pedestrians and bicyclist along Eastmoor Avenue/San Pedro Road/ Market Street from Westmoor Avenue to Guadalupe Canyon Parkway, on Junipero Serra Boulevard from John Daly Boulevard to D Street, and Mission Street/El Camino Real (State Route 82) from San Pedro Road to A Street. Specific items of work include construction of curb, gutter, sidewalk, bulb-outs, ADA compliant curb ramps, storm drainage modifications, speed feedback signs, pedestrian countdown signals, pedestrian push buttons, streetscape elements, other pedestrian facility enhancements, and installation of bicycle lanes and routes.

This estimated \$1.75 million project is funded by a federal grant with oversight from Caltrans and require administration in accordance with Caltrans Local Assistance Procedures Manual.

Key Elements for a successful project include, but are not limited to:

- **Project Schedule** – the significant amount of work to complete in a short amount of time in very congested areas will be one of the toughest challenges to meet. Multiple crews in multiple locations will need to be utilized to deliver this project on time.
- **Positive Public Interaction** – working with residents and businesses in advance to “clear the streets” and allow the work to occur with minimal impact in accordance with approved traffic handling plans.
- **Tracking of Quantities** – constant monitoring, reporting and segregation to control costs and quantity overruns to prevent escalated contract costs are critical to keep the project on budget.
- **Quality of Work** – acceptance of only the best quality work to ensure the funds utilized are well invested and the repairs will last.

5. PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

- **Multiple Interested Parties** – not only coordinating within the City and for utilities that may be encountered, but also for emergency response, bus transit, BART for commuters, garbage collection vehicle and Caltrans will be necessary.
- **Project Appearance / Water Pollution Control** – a clean project will promote a positive public perception, increase the project safety and aid the effort for compliance with Regional Water Pollution Control Board requirements.
- **Project Documentation and Project Accounting** – with federal funding, making sure that the project is administered in accordance with the Caltrans Local Assistance Procedures Manual, will ensure swift and easy audits.

PROJECT WORK PLAN

Park Engineering, Inc. will perform the complete package of construction management, construction inspection, materials testing and construction survey services that the City needs to successfully complete the Central Corridor Pedestrian & Bicycle Improvements Project. We will perform all the tasks listed in the RFP. Below we have highlighted some key items to demonstrate important aspects of the work.

Task 1: Pre-Construction Services *(if requested)*

- We will assist the City with Project Advertisement & Award as requested.
- We will lead the pre-construction meeting with all involved parties. Meeting minutes will be prepared and distributed to ensure that all discussions, agreements and understandings are documented.

Task 2: Construction Services

- Park Engineering will establish a project document control system to meet Federal, State and City standards. We will use a system, which is based upon the Caltrans Construction Manual and the Local Assistance Procedures Manual, utilizing the 63-category filing system for ease of audit by Caltrans and FHWA.
- We will schedule, conduct and document Weekly Progress Meetings with the

Contractor and project partners to update the critical project items and schedule.

- We will manage all submittals on the project. Submittals will be tracked throughout the review process and will be an agenda item at weekly meetings.
 - ✓ Manage submittals from the contractor, tracking date submitted, duration for review and making sure that submittals are reviewed and returned within the allotted time to prevent any delays.
 - ✓ Review and approve contractor's working drawings and technical submittals, including materials, traffic handling, concrete and AC mix designs.
 - ✓ Coordinate and track any designer and other oversight agency required submittal reviews; and press for timely turn-around by all parties.
- Park Engineering will review the Contractor's schedule for compliance with the specifications and will compare work progress against the schedule.
 - ✓ Review contractor's schedule to be sure that the logic is accurate and that the contractor has met requirements of the contract.
 - ✓ Review work progress as compared to the planned schedule and notify contractor of schedule slippage. We will work with the contractor to develop plans to recover from any schedule slippage to bring the project in on time.
- We will inspect the construction elements of the project as required by the construction contract plans and specifications for compliance and acceptance.
 - ✓ Prepare and maintain daily inspection diaries to include documentation of the work progress, as well as the corrective actions for non-compliant work.
 - ✓ Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events.
 - ✓ Project photographs and video documentation of project progress and

5. PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

- major work components, including documenting pre-job conditions.
- ✓ Coordinate and monitor Contractor's Traffic Control and related detours to ensure compliance with accepted configurations and timing.
- Review contractor's monthly progress payment requests for accuracy. We will perform field quantity measurements of completed work, prepare quantity calculations to ensure Federal reimbursements, including any contract change orders, and progress pay estimates on a monthly basis to support the payments.
- Track work progress and working days. Prepare and distribute a weekly statement of working days, documenting days expended, days remaining, days worked on the controlling operations, inclement weather days, and any added days due to contract change orders.
- We will monitor the use of DBE contractors to verify goals set for the project are met. We will monitor use of apprentices to ensure that any job training goals are met.
- We will conduct employee interviews, as required on State form HC-0031, for compliance with State and Federal requirements and to make sure that workers are being paid the correct rate for their work. We will review contractor's weekly certified payroll for compliance with prevailing wage and EEO requirements.
- Coordinate, log, manage and respond to Requests for Information (RFI's) submitted by the contractor. Track RFI's sent to the designers and other oversight agencies for their input and press for timely turn-around by all parties.
- Evaluate, negotiate, prepare, recommend and execute all contract change orders.
 - ✓ We will develop independent cost and schedule estimates and negotiate equitable agreements with the Contractor for change order work.
 - ✓ We will monitor and document all force account work performed.

- We will coordinate with all affected utility companies, making sure that information about the project schedule and progress is provided early.
- We will review and approve the contractor's Storm Water Pollution Prevention Plan and monitor field activities and maintenance of preventative items to ensure compliance.
- We will review and approve the contractor's safety program and ensure that it meets all Cal-OSHA regulations.
- We will prepare (assist) quarterly reimbursement invoices for submittal to Caltrans for Federal reimbursement.
- Park Engineering Team member **AME** will provide product Source Inspection and Acceptance Testing in the frequencies required by the Caltrans Local Assistance Procedures Manual and the County's Quality Assurance Program.
- Document, respond to and resolve potential claims and claims on the project. We will take the lead in resolving disputes, potential claims and insurance claims on the project.

Task 3: Post-Construction Services

- Park Engineering will inspect project work for acceptance. We will coordinate a "walk through" to include the contractor and City to develop the final punchlist.
- We will prepare "red-lined" as-built drawings for submittal to the designers to prepare record drawings at project completion.
- We will prepare Proposed Final Estimate to be signed by the Contractor and make recommendation to the County for final payment and acceptance of the project.
- We will provide all project files to the City upon project completion & acceptance.
- We will prepare all reports and required documents for project close-out for the City. Documents will include: Materials Certificate, Final Inspection Report, Detailed Estimate and Summary, Change Order Summary, Final Invoice.



City of Daly City
Central Corridor Pedestrian and Bicycle Improvements Project
Cost Proposal for Construction Management Services

OVERHEAD RATE = 110.10%

FEE = 10.00%

Name/Classification	Rates			Hours							Total Regular Hours	Total Overtime Hours	Cost
	Base Rate	Regular Loaded Rate	Overtime Rate	TASK 1 Pre-Con	TASK 2 Construction Month 1	TASK 2 Construction Month 2	TASK 2 Construction Month 3	TASK 2 Construction Month 4	TASK 2 Construction Month 5	TASK 3 Close-out			
Steve Patterson, P.E. PM/Resident Engineer	\$ 79.57	\$ 183.89	\$ 183.89	20	40	40	40	40	40	30	250	0	\$ 45,973.56
Chris Kinser Construction Inspector	\$ 59.74	\$ 138.07	\$ 207.10	10	170	170	170	170	170	20	880	50	\$ 131,852.18
Applied Materials & Engineering Materials Testing and Special Inspection	(Estimate - As Needed)												\$ 20,000.00
												Total =	\$ 197,825.74

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 95 working days as stated in the contract documents.

**City of Daly City Public Works Department
Construction Management and Construction Support Services for
Central Corridor Bicycle and Pedestrian Safety Improvements Project
Federal Project No. ATPL – 5196(040)**



Consultant Park Engineering, Inc. Contract No. ATPL-5196(040) Date July 20, 2020

DIRECT LABOR

Classification	Name	Range	Hours	Actual Hourly Rate	Total
Resident Engineer	<u>Steve Patterson, P.E.</u>	<u>NA</u>	<u>250</u> @	<u>\$79.57</u>	\$ <u>19,892.50</u>
Sr. Construction Inspector	<u>Chris Kinser</u>	<u>NA</u>	<u>880</u> @	<u>\$59.74</u>	\$ <u>52,571.20</u>
Sr. Construction Inspector (O.T.)	<u>Chris Kinser</u>	<u>NA</u>	<u>50</u> @	<u>\$89.61</u>	\$ <u>4,480.50</u>
Subtotal Direct Labor Costs					\$ <u>76,944.20</u>
Anticipated Salary Increases					\$ <u>0.00</u>
Total Direct Labor Costs					\$ <u>76,944.20</u>

Fringe Benefits	Rate	Total
	<u>35.56%</u>	\$ <u>27,361.36</u>
Total Fringe Benefits		\$ <u>27,361.36</u>

Indirect Costs		
General and Administrative	<u>74.54%</u>	\$ <u>57,354.21</u>
Total Indirect Costs		\$ <u>57,354.21</u>

FEE (Profit)	<u>10%</u>	\$ <u>16,165.98</u>
--------------	------------	---------------------

OTHER COSTS

Travel Costs	\$ <u>N/A</u>
Equipment and Supplies (Itemize)	\$ <u>Included</u>
Other Direct Costs: (Itemize)	
Total Other Costs	\$ <u>0.00</u>

Subcontractor Costs (See Fee Schedule)

Applied Materials & Engineering – Materials Testing	\$ <u>20,000.00</u>
---	---------------------

TOTAL COST	\$ <u>197,825.74</u>
------------	----------------------

NOTES:

- COST PROPOSAL IS BASED ON 4 TO 6 MONTHS AS SPECIFIED IN THE REQUEST FOR PROPOSAL**
- ADDITIONAL HOURS FOR POST-CONSTRUCTION SERVICES HAVE BEEN INCLUDED IN THE ESTIMATED HOURS.**

**APPLIED MATERIALS & ENGINEERING, INC.**

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
FAX: (510) 420-8186
e-mail: info@appmateng.com

2020 FEE SCHEDULE

The following hourly inspection rates are per State and Federal prevailing wage requirements and will be adjusted as per State/Federal increases. The next increase is scheduled for July 1, 2020.

INSPECTION RATES**Per Hour**

1 Reinforced & PT Concrete	\$129.03
2 Shotcrete	\$129.03
3 High Strength Grout	\$129.03
4 Structural Masonry	\$129.03
5 Structural Steel	\$129.03
6 Wood or Metal Framing	\$129.03
7 Anchor/Dowel Testing	\$129.03
8 Fireproofing	\$129.03
9 FRP Application	\$129.03
10 Compaction Testing (Soils, Aggregate or Hotmix Asphalt)	\$129.03

UNIT TEST COSTS**Per Set****SPECIAL INSPECTION DISCIPLINES**

1 Concrete Cylinders, per set of 5 (includes pick-up)	\$240.00
2 PT Concrete Cylinders, per set 6 (includes pick-up)	\$260.00
3 PT Strand Tensile, each	\$350.00
4 Shotcrete cores for Nozzleman Qualifications, per set of 3*	\$1,500.00
5 Shotcrete Cores, production, per set of 3 (includes pick-up)	\$300.00
6 Masonry Mortar, per set of 3 (includes pick-up)	\$200.00
7 Masonry Grout, per set of 3 (includes pick-up)	\$220.00
8 Masonry Composite Prisms, per set 3 (includes pick-up)	\$450.00
9 High Strength Grout, per set 6 (includes pick-up)	\$270.00
10 Reinforcing Steel Tensile Test (up to # 10), each	\$110.00
11 Reinforcing Steel Tensile Test (# 10-14), each	\$150.00
12 Reinforcing Steel Bend Test (up to # 10), each	\$150.00
13 High Strength Bolt Tensile Properties, per set of 3	\$375.00
14 High Strength Nut Hardness & Proof Load, per set of 3	\$375.00
15 High Strength Washer Hardness & Proof Load, per set of 3	\$375.00
16 FRP Tensile Properties ASTM D3039, per set	\$650.00
17 FRP Bond Strength ASTM D7522, per set	\$750.00
18 Moisture Density Curve, each	\$450.00
19 Fireproofing Density, each	\$120.00
20 Fireproofing Bond Strength, per set of 3	\$570.00

* for walls up to 12" thick with nominal reinforcing upto # 8 in size. Extra fees will be applicable for larger bars and for boundary conditions.

SOILS & ASPHALT

1 Sieve Analysis, each	\$240.00
2 Sand Equivalent, each	\$125.00
3 Cleanness Value, each	\$280.00
4 Moisture Content, each	\$55.00
5 Moisture Density Curve, each	\$350.00
6 Percent Crushed Particle, each	\$250.00
7 Flat & Elongated Particles, each	\$250.00
8 Atterberg Limits, each	\$280.00
9 R-value, each	\$450.00
10 Stabilometer Value - field sample, per set of 3	\$540.00
11 Hveem Compaction, per set of 3	\$450.00
12 Theoretical Maximum Density, each	\$240.00
13 Asphalt Content, each	\$220.00
14 Asphalt Content- Calibration Factor, each	\$350.00
15 HMA Air Voids, each	\$65.00
16 HMA Bulk Specific Gravity, each	\$65.00
17 Hamburg Wheel Tracker, each	\$1,500.00
18 HMA Tensile Strength Ratio, each	\$1,300.00
19 LA Abrasion, each	\$500.00
20 Fine Angularity, each	\$250.00
21 Void in Mineral Aggregate, each	\$250.00
22 Dust Proportions, each	\$230.00
23 Superpave Production Startup, each	\$4,500.00
24 Superpave JMF Verification, each	\$7,500.00
25 Marshall Compaction, set of 3	\$750.00
26 Marshall Stability, set of 3	\$450.00

OTHER COSTS

Per Hour

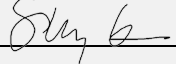
1 Administrative Staff	\$70.00
2 Project Manager	\$219.63
3 Principal	\$225.00
4 Final Affidavit, each	\$350.00

BASIS OF CHARGES

Minimum charge per call-out, show-up:	4 Hours
Minimum notice for scheduling inspections:	48 Hours
Work from 4-8 hours:	Actual Time
Travel to job site or shop:	Portal-to-Portal
Mileage:	\$0.60
Parking:	To be provided
Work over 8 hours per day, or on Saturday, per hour	Time & One Half
Work on Sundays and Holidays, per hour	Double Time
Night Differential, per hour	\$30.00 per hour

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %		
Local Agency to Complete this Section					
17. Local Agency Contract Number: _____		11. TOTAL CLAIMED DBE PARTICIPATION	%		
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
19. Proposed Contract Execution Date: _____					
20. Consultant's Ranking after Evaluation: _____		12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
					

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 8.00 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-A
A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST
Caltrans Division of Local Assistance
(Completed by Local Agencies, One per Contract)
(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date: _____
Federal/State Project No.: _____

Please check one: ☐ New Contract ☐ Amendment ☐ Other _____

A&E Contract No.: _____

Total Contract or Amended amount of \$ _____

Prime Consultant Full Legal Name: _____

The Project Description is: _____

Complete below for Prime and all Sub-consultants on this contract.

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary.

I verify we received financial documents from the prime and sub-consultants based on the requirements specified in the Exhibit 10-A Checklist.

Name _____ Signature _____

Title _____

Name of Local Agency and Department: _____

Address: _____

Phone No.: _____

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

Requirements for total contract amount equal to or greater than \$150,000.

Local Government Agency must provide the following:

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) (a)
- 2) Local Agency and Prime Consultant's Points of Contact

Prime and all sub-consultants must provide the following documents based on their applicable category.

Type of Financial Documents and Information for ICR FYE proposed *	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE Proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE Proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	APPLICABLE ONLY IF NOT CATEGORY 1, 2, or 3	
				CATEGORY 4: Consultant Participation Amount Less than \$150K	CATEGORY 5: Consultant Participation Amount Equal to or Greater than \$150K
Cost Proposals (Examples at Exhibit 10-H1 through 10-H4)	✓	✓	✓	✓	✓
Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)	✓			✓	✓
Indirect Cost Rate (ICR) Schedule with FAR References for Disallowed Costs (b) Note: Prime Consultant must have a CPA Audited ICR Schedule for contracts equal to or greater than \$1M.	✓			✓	✓
Cognizant Approval Letter for the ICR FYE proposed	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
AASHTO Internal Control Questionnaire (ICQ) Appendix B (c)					✓
Post Closing Trial Balance (d)					✓
Prevailing Wage (PW) Policy for PW work (e)	✓	✓	✓ ***	✓	✓
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
When applicable, additional documents may be requested:					
Prior Year ICR Schedule					
Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance) (d)					
Chart of Accounts					
Income Statement (d)					
Uncompensated Overtime Adjustments (f)					
Vacation/Sick Policy					
Bonus Policy					
Executive Compensation Analysis (ECA) (d)					
Related Party Rent Analysis (d)					
Vehicle, Equipment, and Other Direct Costs Schedules (d)					

* *ICR FYE = Indirect Cost Rate Fiscal Year End. Items on this checklist may not be all inclusive. A&I reserves the right to request additional documentats as deemed necessary.*

** *Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.*

*** *Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on <http://ig.dot.ca.gov/resources/gentrainmod.html>*

(a) *Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.*

(b) *See Table 8-1 of the AASHTO Audit Guide for a listing of common unallowable costs.*

For financial document packages received between January 1, 2019 to June 30, 2019, the 2017 FYE ICR could be submitted if the FYE 2018 ICR is not available. For financial document packages received between July 1, 2019 to December 31, 2019, the 2018 ICR must be submitted.

(c) *Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire*

(d) *Accounts and balances must match costs proposed on the ICR schedule.*

(e) *Consultants performing Prevailing Wage (PW) work are required to provide written PW Policy. The policy must specify their accounting method for treatment of delta base and delta fringe. Refer to A&I's PW Interpretive Guidance on <http://ig.dot.ca.gov/resources/gentrainmod.html>*



City Council Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: Accepting and Appropriating Additional Grant Funding from California School-Age Consortium (CalSAC)

Recommended Action

It is recommended City Council accept and appropriate a \$5,000 grant to continue the work with regard to the original project stated under the paragraph within the Background and an additional \$1,000 grant from the California School-Age Consortium (CalSAC) for the costs associated to support the mental health and wellness of staff working in partnership with the Out of School Time (OST) Professional Development Wellness Network Collaborative.

Background

The City of Daly City's Department of Library and Recreation Services entered an agreement with California School-Age Consortium to expand our partnership through a project designed to support the social and emotional wellbeing of youth by building the capacity of youth development practitioners. CalSAC, who has been a long-time partner in providing professional development in our community, received a grant from the Sandhill Foundation to create and implement a project designed to support the health and wellness of youth in San Mateo County and Northern Santa Clara County through the work of the OST Professional Development Wellness Network Collaborative.

As a partner in this project, staff will participate in meetings convened by CalSAC; review and provide input on the development of onsite and online training curriculum formed by the design and curriculum team; enroll a cohort of staff from our organization to participate in a training of the trainers institute; support our staff with applying the knowledge, skills and abilities gained through participation in the project, and participate in evaluation collection and impact reporting. In May 2019, CalSAC provided a \$15,000 grant for fiscal year 2019-2020 to support this work in the partnership.

Fiscal Impact

The City of Daly City Department of Library and Recreation Services will receive an additional \$5,000 grant for FY 2020-2021 and received \$1,000 grant in FY 2019-2020. The continuing grant fund will be utilized to support the cost of staff to participate in meetings, trainings, and other expenses. The \$1,000 additional funding will be utilized to support staff's mental health and wellness through staff trainings and teambuilding opportunities.

Summary/Conclusions

Staff is available to provide any additional information desired by the Mayor or City Council.

Respectfully submitted,

Jennifer M. Der
Senior Recreation Services Supervisor

Denise M. Brown
Recreation Services Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE PILIPINO BAYANIHAN RESOURCE CENTER (PBRC) FOR THE USE OF CERTAIN PORTIONS OF THE DOELGER ARTS CENTER (200 NORTHGATE AVENUE)

Recommended Action

Authorize the City Manager to execute a License Agreement with the Pilipino Bayanihan Resource Center for a 2-year term, with the option for the City Manager to extend one additional year.

Background/Discussion

Pilipino Bayanihan Resource Center (PBRC) is a non-profit, community-based organization that serves the Filipino population in Daly City and San Mateo County by providing direct services and community education and has been in existence since 1989.

Their programs include, but are not limited to, arts, cultural preservation, health and wellness awareness, financial support, and academic enrichment. Their organization consists of 14 members who volunteer their time and special areas of expertise to serve the community. Their funding is dependent upon donations, sponsorships and grants.

PBRC will be relocating from the current location in Daly City and desires to remain in Daly City, as they are an important community-based organization serving the residents of Daly City. The Doelger Arts Center currently has two available spaces that can be rented based on the terms and conditions outlined in the attached agreement.

PBRC seeks to enter into a license agreement with the City for a 2-year term, with the option of a one-year extension as may be authorized by the City Manager, in order to continue providing these programs and resources to the community.

PBRC provides a community benefit to the residents of Daly City, and staff recommends that the City Council authorize the License Agreement for the use of two Rooms at the Doelger Arts Center for the purposes of PBRC continuing to serve the community.

Fiscal Impact

Given that PBRC is a non-profit organization serving the surrounding community and given the unprecedented impacts that COVID-19 has had on non-profit organizations, staff recommends a license fee of \$400 per month for the use of the two rooms (Room 5 and Room 1 (Credit Union Room)) at the Doelger Arts Center.

City Council Agenda Report

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE PILIPINO BAYANIHAN RESOURCE CENTER (PBRC) FOR THE USE OF CERTAIN PORTIONS OF THE DOELGER ARTS CENTER (200 NORTHGATE AVENUE)
Meeting Date: October 12, 2020

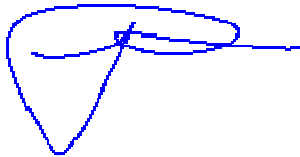
Page 2 of 2

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a License Agreement with Pilipino Bayanihan Resource Center (PBRC) allowing for the use of Room 5 and Room 1 (Credit Union Room) at the Doelger Arts Center for a term of 2 years, with the option of a one-year extension as may be authorized by the City Manager.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Rose Zimmerman
City Attorney



Leilani Ramos
Assistant to the City Manager

Attachments: Draft License Agreement

LICENSE FOR THE USE OF PROPERTY

This License is entered by and between the CITY OF DALY CITY ("City") and the Pilipino Bayanihan Resource Center ("Licensee"). This License is made and executed on _____, in Daly City, California.

WHEREAS, the City is the owner of certain real property commonly known as the Doelger Arts Center, located at 200 Northgate Avenue in Daly City (hereinafter described as "Doelger Arts Center"), in the City of Daly City; and

WHEREAS, the Licensee, a duly organized non-profit corporation, desires to use two (2) Rooms located in the Doelger Arts Center, specifically what is commonly known as Room 5 and Room 1 (Credit Union Room) (hereinafter described as the "Premises") to provide direct services, education and cultural event for the Filipino community in Daly City and San Mateo County;

NOW, THEREFORE, the parties agree as follows:

1. Licensee is a bona fide non-profit, community-based organization serving the Filipino population in Daly City and San Mateo County which provides direct services and community education.
2. The City grants to Licensee a revocable license to use the Premises for the purpose of providing direct services and community education in accordance with the Licensee's non-profit bylaws and articles of incorporation. No other dissimilar uses, including political activities, are allowed without prior written consent from the City.
3. License Fee. Licensee shall pay the City monthly fee of \$400.00 during the term of this License, unless terminated as provided herein. The License Fee shall be submitted to the City at the office of the Daly City Department of Finance, 333-90th Street, Daly City, California, 94015 at the first day of every month, and no later than 10 days after the first of the month.
4. Term. This License shall commence on January 1, 2021 and shall remain in effect for 2 year until January 1, 2023, with the option for the City Manager to extend the License one additional year to January 1, 2024. The additional year shall be by written approval by the City Manager.
5. Termination. Either party may terminate this License with 90 days written notice to the other party. In the event of termination, Licensee shall vacate the Premises and pay any outstanding License Fees.

6. Use of Premises. Licensee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or any political activities.
7. Business License. Licensee must maintain a Daly City Business License in good standing for the duration of the term of this License.
8. Smoking Prohibited on Premises. Smoking is prohibited in all areas of the Doelger Arts Center including the courtyard and parking lot (Daly City Municipal Code – Chapter 8.36).
9. Subleasing of Premises Prohibited. Licensee is not permitted to sublease or grant third party use of any part of Premises. Any violation of this restriction will result in the revocation of the Licensee's License.
10. Licensee shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service during normal business hours and at all times when any services are being provided, or activities are being held. Licensee shall also maintain the Premises and surrounding area in a clean and orderly manner.
11. Non-Discrimination. Licensee shall not discriminate on the basis of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability during any activities or services provided on the Premises during the term of this License.
12. Licensee shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's classes. If Licensee fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the Licensee cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke Licensee's License.
13. Licensee understands that as a licensee, it has no property interest in the Premises or Doelger Arts Center. Licensee also understands that the common areas of the Doelger Arts Center may be occupied by other licensees and renters and that the Licensee does not have an exclusive right to use the common areas at the Doelger Arts Center.
14. Indemnification. Licensee agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from Licensee's use of the Premises under this License.
15. Insurance. Licensee shall, at its own expense, maintain in force during the term of this License a policy of comprehensive liability insurance insuring and endorsing the City as additional insured against any liability resulting from Licensee's use of the Premises under this License. Licensee shall furnish a

certificate of insurance and endorsement to the City Attorney's Office for approval upon use of the property.

16. Assignability. Licensee shall not assign, sublicense or otherwise transfer its rights under this License to any other party.
17. Notices. All notices to the City shall be sent to:

Rose Zimmerman
City Attorney
333 90th Street, 3rd Floor
Daly City, Ca 94015
Email: rzimmerman@dalycity.org

Copy to:

Shawwna Maltbie
City Manager
City of Daly City
333 90th Street
Daly City, CA 94015
Email: smaltbie@dalycity.org

All notices to the Licensee shall be sent to:

[insert contact]
Pilipino Bayanihan Resource Center
200 Northgate Avenue
Daly City, CA 94015

18. This License contains the entire understanding between the parties relating to the rights and obligations assumed under it. Any amendments or modifications to this License will not be effective unless contained in a writing issued by the City.
19. This License shall be interpreted and construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this License as of the date and first above written.

CITY

LICENSEE

By: Shawwna Maltbie
City Manager

By:
Title:



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH PACIFIC ISLAND TOGETHER (PIT) FOR THE USE OF CERTAIN PORTIONS OF LAWSON HALL (125 ACCACIA STREET)

Recommended Action

Authorize the City Manager to execute a license agreement with Pacific Islands Together (P.I.T) for a 2-year term, with the option to extend one additional year by the City Manager.

Background/Discussion

Pacific Islands Together (P.I.T) is a non-profit organization that provides and serves a variety of community programs and resources for the Pacific Islanders community in Daly City and the broader Bay Area since 2012.

Their programs include, but are not limited to, arts, cultural preservation, health and wellness awareness, financial support, and academic enrichment. Their organization consists of 22 members who volunteer their time and special areas of expertise to serve the community. Their funding is dependent upon donations, sponsorships and grants.

P.I.T has expressed their need for an office space in the Bayshore neighborhood. Lawson Hall currently has two office spaces that can be rented based on the terms and conditions outlined in the attached license agreement.

P.I.T seeks to enter into a license agreement with the City for a 2-year term, with the option of a one-year extension as may be authorized by the City Manager in order to continue providing these programs and resources to the community.

P.I.T. provides a community benefit to the residents of Daly City, and staff recommends that the City lease two offices spaces at Lawson Hall for the purposes of P.I.T. continuing serving the community.

Fiscal Impact

Given that P.I.T. is a non-profit organization serving the surround community and the unprecedented impacts that COVID-19 has had on non-profit organizations fiscal operations, a license fee of \$400 per month for the use of Office Space 1 and 2 of Lawson Hall.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a license agreement with Pacific Islands Together (P.I.T.) allowing for the use of Office Space 1 and 2 of Lawson Hall,

City Council Agenda Report

Subject: AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH PACIFIC ISLAND TOGETHER (PIT) FOR THE USE OF CERTAIN PORTIONS OF LAWSON HALL (125 ACCACIA STREET)

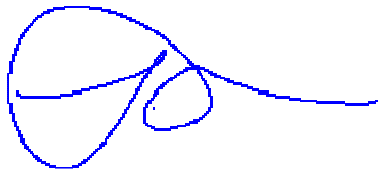
Meeting Date: October 12, 2020

Page 2 of 2

for a term of 2 years, with the option of a one-year extension as may be authorized by the City Manager.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Rose Zimmerman
City Attorney



Leilani Ramos
Assistant to the City Manager

Attachments: Draft License Agreement

LICENSE FOR THE USE OF PROPERTY

This License is entered by and between the CITY OF DALY CITY ("City") and Pacific Islands Together ("Licensee"). This License is made and executed on _____, in Daly City, California.

WHEREAS, the City is the owner of certain real property commonly known as Lawson Hall located at 125 Accacia in Daly City (hereinafter described as "Lawson Hall"), in the City of Daly City; and

WHEREAS, the Licensee, a duly organized non-profit corporation, desires to use two (2) Rooms (Office Space 1 and 2) located at Lawson Hall (hereinafter described as the "Premises") to provide direct services, education and cultural event for the Pacific Islanders community in Daly City and San Mateo County;

NOW, THEREFORE, the parties agree as follows:

1. Licensee is a bona fide non-profit, community-based organization serving the Pacific Islanders population in Daly City and San Mateo County which provides direct services and community education.
2. The City grants to Licensee a revocable license to use the Premises for the purpose of providing direct services and community education in accordance with the Licensee's non-profit bylaws and articles of incorporation. No other dissimilar uses, including political activities, are allowed without prior written consent from the City.
3. License Fee. Licensee shall pay the City monthly fee of \$400.00 during the term of this License, unless terminated as provided herein. The License Fee shall be submitted to the City at the office of the Daly City Department of Finance, 333-90th Street, Daly City, California, 94015 at the first day of every month, and no later than 10 days after the first of the month.
4. Term. This License shall commence on January 1, 2021 and shall remain in effect for 2 year until January 1, 2023, with the option for the City Manager to extend the License one additional year to January 1, 2024. The additional year shall be by written approval by the City Manager.
5. Termination. Either party may terminate this License with 90 days written notice to the other party. In the event of termination, Licensee shall vacate the Premises and pay any outstanding License Fees.
6. Use of Premises. Licensee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or any political activities.

7. Business License. Licensee must maintain a Daly City Business License in good standing for the duration of the term of this License.
8. Smoking Prohibited on Premises. Smoking is prohibited in all areas of the Lawson Hall including the parking lot (Daly City Municipal Code – Chapter 8.36).
9. Subleasing of Premises Prohibited. Licensee is not permitted to sublease or grant third party use of any part of Premises. Any violation of this restriction will result in the revocation of the Licensee's License.
10. Licensee shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service during normal business hours and at all times when any services are being provided, or activities are being held. Licensee shall also maintain the Premises and surrounding area in a clean and orderly manner.
11. Non-Discrimination. Licensee shall not discriminate on the basis of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability during any activities or services provided on the Premises during the term of this License.
12. Licensee shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's classes. If Licensee fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the Licensee cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke Licensee's License.
13. Licensee understands that as a licensee, it has no property interest in the Premises or Lawson Hall. Licensee also understands that the common areas of the Lawson Hall may be occupied by other licensees and/or renters and that the Licensee does not have an exclusive right to use the common areas at the Lawson Hall.
14. Indemnification. Licensee agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from Licensee's use of the Premises under this License.
15. Insurance. Licensee shall, at its own expense, maintain in force during the term of this License a policy of comprehensive liability insurance insuring and endorsing the City as additional insured against any liability resulting from Licensee's use of the Premises under this License. Licensee shall furnish a certificate of insurance and endorsement to the City Attorney's Office for approval upon use of the property.

16. Assignability. Licensee shall not assign, sublicense or otherwise transfer its rights under this License to any other party.

17. Notices. All notices to the City shall be sent to:

Rose Zimmerman
City Attorney
333 90th Street, 3rd Floor
Daly City, Ca 94015
Email: rzimmerman@dalycity.org

Copy to:

Shawwna Maltbie
City Manager
City of Daly City
333 90th Street
Daly City, CA 94015
Email: smaltbie@dalycity.org

All notices to the Licensee shall be sent to:

[insert contact]
Pacific Islands Together
125 Accacia Street,
Daly City, CA 94014

18. This License contains the entire understanding between the parties relating to the rights and obligations assumed under it. Any amendments or modifications to this License will not be effective unless contained in a writing issued by the City.

19. This License shall be interpreted and construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this License as of the date and first above written.

CITY

LICENSEE

By: Shawwna Maltbie
City Manager

By:
Title:



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

Subject: Proposed Temporary New Fee for Lap Swim at Giammona Pool

Recommended Action

It is recommended the City Council consider temporarily changing the fee for individual lap swim at Giammona Pool from \$6 to \$10 during the COVID-19 pandemic.

Background

Since its opening in 2010, Giammona Pool has met the aquatic programming needs for Daly City residents. The pool has attracted more than 70,000 swimmers of all ages and skill levels each year.

Giammona Pool, along with other Daly City facilities, closed on March 9, 2020, in response to the San Mateo County Shelter-In-Place Order. The most current State order allows pools to open based on the County's COVID-19 color status. Currently the County of San Mateo is in the color status of red, which only allows outdoor pools to open with distancing and safety modifications. If the City Council concurs, staff in the Aquatics area of the Department of Library Recreation Services will reopen Giammona Pool, an indoor pool, with distancing and safety modifications once San Mateo County's COVID-19 color status changes to orange.

Discussion

Prior to COVID-19 the number of swimmers in the pool ranged from 30 to 120 swimmers based on the time of day and the programs taking place. Due to social distancing requirements, the number of swimmers in the pool at any one time will be reduced to just nine. At the current rate of \$6 per swimmer, the maximum revenue generated would be \$54 per session. The cost for staffing lap swim is approximately \$106 per session (salaries only, not counting benefits or pool operating costs). Temporarily increasing the fee from \$6 to \$10 per swimmer could raise revenue to as much as \$90 per session, for a potential cost recovery of 85% compared to 51% at the current rate.

Lap Swim	Current Fee (Resident/Non-Residential)	Proposed Fee (Resident/Non-Resident)
Youth/Seniors	\$5/\$6	\$10
Adults	\$6/\$7	\$10

Several cities in San Mateo County have closed public pools for the remainder of 2020 due to health concerns, including Belmont, Brisbane, San Bruno, San Carlos (Carlmont High School Pool), and San Mateo. During the past 6 months, multiple City pools have opened and reclosed due to the changing health orders. Pools that had re-opened their outdoor pools increased their lap swim fees up to \$10 to subsidize lap swim programming.

Giammona Pool has remained closed since March 9, 2020. During that time, many members of the community have expressed interest in resuming swimming at Giammona Pool. While swimming is not deemed an essential activity, staff is confident that with protocols in place, patrons

Subject: Proposed Temporary New Fee for Lap Swim at Giammona Pool

Meeting Date: October 12, 2020

Page 2 of 5

can safely return to the pool, for lap swim only, once San Mateo County's COVID-19 color status changes to orange. Once in orange status, indoor pools can reopen with modifications. Once opened, Giammona Pool will be heavily monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements including Health Officer orders, are enforced.

Safety Modifications

Once the pool is to reopen in the color status of orange, the Lap Swim program will be modified to meet safety guidelines from the County Health Department and recommendations from partnering cities and organizations.

Facility

One of the many challenges aquatic facilities are facing with the current pandemic includes how patrons will maintain social distancing and minimizing contact with each other and staff while utilizing the facility. Giammona Pool will also be facing the challenge of needing to continually clean and disinfect high traffic, high use areas. Below are a series of steps compiled from CDC and current State and County Health Service Guidelines to help us to navigate through some of these challenges at Giammona Pool.

Entrance to the Facility/Front Counter Space

Signs will be posted at the entrance of the facility informing all personnel and customers that they should avoid entering the facility if they have any COVID-19 symptoms; maintain a minimum of 6 feet distance from one another; wear a mask until entering the pool; sneeze and cough into one's elbow; not shake hands or engage in any unnecessary physical contact.

Giammona Pool will limit the number of people who can enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum 6 feet distance from another at all times. Giammona Pool will be limiting lap swim to only 9 swimmers. There will be no more than 18 swimmers in the facility at any time as swimmers exit and enter for their assigned lap swim reservation. Taped markers will be placed on the deck floor to demonstrate which side to enter the pool and which side to exit the pool.

At the entrance of the pool, where lines may form, marking 6 feet increments at a minimum will establish where individuals should stand to maintain social distancing. Designated markers will be placed on the floor to assist with social distancing.

Near the entrance of the facility and in other appropriate areas for use by the public and personnel and in locations where there is high frequency employee interaction with members of the public, Giammona Pool will be providing hand sanitizer and effective disinfectant.

A shield barrier will be available to staff to limit direct cashier/counter help to customer exposure.

Restrooms/Locker Rooms

California Health Code Title 22 Section 3116B.1 requires shower and dressing facilities should be provided for users of a pool. These facilities are not exempt from the current requirements of social distancing and will present many interesting challenges for facility operations. Other health code requirements have been taken into consideration:

Subject: Proposed Temporary New Fee for Lap Swim at Giammona Pool

Meeting Date: October 12, 2020

Page 3 of 5

3116B.2.1 Showers – One shower shall be provided for every 50 pool users.

3116B.2.2 Toilets – One toilet shall be provided for every 60 women or less and one toilet plus one urinal for every 75 men or less.

3116B.2.2 Lavatories – One lavatory shall be provided for every 80 pool users.

Modified Restroom/Locker Room Access

The Department have adjusted the availability and access to restrooms and locker rooms at Giammona Pool. The following will be provided.

- Women's Restroom – One handicap shower, one handicap toilet and one sink will be available to swimmers.
- Men's Restroom – One urinal, one handicap shower, one toilet and one sink will be available to swimmers.
- Staff Restroom – One private urinal, toilet and sink will be available to staff members.
- Showers, toilets, urinals, and sinks will be taped off and closed to allow for 6 feet spacing between swimmers.

Cleaning and Disinfecting

Cleaning and disinfecting high traffic and common use areas has always been a critical element of the safe operation of an aquatic facility and under the current set of circumstances this practice will take on an even bigger sense of urgency. The CDC recommends practicing routine cleaning of frequently touched surfaces. More frequent cleaning and disinfection may be required based on level of use. Surfaces and objects in public places should be cleaned and disinfected before each use. Examples of high touch surfaces at Giammona Pool include tables, door knobs/latches, light switches, countertops, handles, desks, phones, tablets, toilet, faucets and sinks.

Cleaning

- All staff will be trained in use of cleaning and disinfection chemicals.
- Staff will be using the proper personal protective equipment to clean and disinfect.
- Locker room attendants will be assigned to clean up locker rooms and bathrooms directly after usage. One male staff will be assigned to the men's locker room and one female staff will be assigned to the women's locker room.
- Staff private restroom will be cleaned by staff after usage.

Electronics

For electronics, such as tablets, touch screens, telephone

- Wipeable cover on electronics have been considered.
- Manufacturer's instructions for cleaning and disinfecting will be followed.

Pool Deck

- Spread of COVID-19 from concrete surfaces is very low and disinfection is not effective.

Equipment

During this time, equipment will be limited. The following rules apply to Lap Swim only.

- Kickboards will be assigned and available per lane line. Kickboards will be cleaned after usage.
- No other pool equipment will be available such as pull buoys, fins, and other floatation devices.
- Lap swimmers will be allowed to bring their own equipment.

Subject: Proposed Temporary New Fee for Lap Swim at Giammona Pool

Meeting Date: October 12, 2020

Page 4 of 5

Lifeguard Operations

The priority of the lifeguard in chair/tower (primary guard) is surveillance. Enforcement/education of social distancing and cloth mask use should be done by other aquatic personnel.

Lifeguard Uniforms

The lifeguard uniform at Giammona Pool will remain the same, no changes. Additional uniform items will be issued:

- Staff will be required to bring their own mask. If staff misplace, damage or forget their mask, multiple face masks will be available to staff.
- Every staff member will be assigned their own fanny pack and safety bag. Fanny pack should include gloves, rescue mask and hand sanitizer at minimum. Safety bag will include the following: gloves, rescue mask, safety goggles, face shield and full body coverall.
- Additional safety and rescue equipment will be available at lifeguard stations.

Staff will be trained on how to make preventative calls and activate their Emergency Action Plan (EAP). Voice guns and electronic whistles will be used to activate EAP. Two-way radios will be cleaned and distributed for improved communication.

Training will be modified to demonstrate how to quickly remove face/cloth mask when entering the water for a rescue. This is so the lifeguard does not compromise their own airway with a wet face/cloth mask. Additional masks will be available if mask is lost or damaged during the emergency.

Staff members will be requested not to wear any jewelry. Staff members with long hair will be requested to have tied up their hair.

Training will be modified to demonstrate the usage of full body coveralls during emergency rescues.

The sharing of uniforms, fanny packs, whistles, towels and equipment will not be allowed.

Chair Rotation

Disinfecting high touch areas such as the chair/tower have been made to chair rotation. The oncoming lifeguard will disinfect high areas and items, adjust equipment, and position themselves in the chair/tower prior to the outgoing lifeguard leaving.

Chair/tower will be roped off with a distance of 6 feet to prevent swimmers approaching and speaking to chair/tower lifeguard on surveillance.

Rescues

Detailed rescues and modifications will be available to staff through trainings. Trainings have been modified to meet safety guidelines.

Lap Swim Modifications

Due to the size of the pool and to follow the 6 feet guidelines, the Department has decided to allow 9 lap swimmers with one lap swimmer in each lane. All lap swimmers will be instructed to swim on one side of the lane to make sure they stay 6 feet apart. Taped markers will be placed on the deck floor to demonstrate which side to swim on.

Subject: Proposed Temporary New Fee for Lap Swim at Giammona Pool

Meeting Date: October 12, 2020

Page 5 of 5

Closure of Additional Multiple Areas

To lessen the amount of areas touched, the bleacher area, hot tub, classroom and locker area will be closed. As stated, usage of urinals, toilets, sinks and showers will be limited.

Locker Rooms

Changing rooms will be unavailable for use at this time. Patrons must come in dressed and ready to swim. Giammona Pool staff will encourage swimmers to shower at home before arriving.

Bathrooms will be available inside the locker room. Capacity will be limited to 2 swimmers at a time in the locker rooms. A "Swim and Go" policy will be in place and strictly enforced where a swimmer will have to dry and change at the designated station deck. The swimmer will immediately wear their mask after exiting the pool.

Registration

To participate in Lap Swim, participants must reserve/register on-line prior at www.dalycity.org/iplay. Lap swimmers will only be available to reserve/register for 30-minute slots. Staff will have the ability to access rosters and take participant attendance.

Fiscal Impact

In recent years, revenue from lap swim generated approximately \$30,000 annually. Due to the closure of Giammona Pool, revenue for pool-related activities dropped dramatically. A modified version of lap swim could possibly generate \$4,000 to \$5,000 monthly.

Conclusion

Staff is available to provide any additional information desired by the City Council.

Respectfully submitted,



Romeo Benson
Senior Recreation Services Supervisor



Denise Brown
Recreation Services Manager



City Council Meeting Agenda Report

Item # _____

Meeting Date: October 12, 2020

**Subject: ADOPTING RESOLUTION AUTHORIZING THE CITY OF DALY CITY
TO ACCEPT A BEQUEST FROM THE BUDISH REVOCABLE FAMILY
TRUST OF 1999**

Recommended Action

It is recommended that the City Council adopt a Resolution authorizing the City to accept a bequest of approximately One Million Dollars (\$1,000,000.00) designated for the purposes set forth in the Budish Revocable Family Trust of 1999.

Background

Albert and Lorraine Budish, long time Daly City residents and supporters of youth recreation, had named the City of Daly City as the sole Beneficiary of all property within their Revocable Living Trust which they created in 1999.

The Budishes lived in the Serramonte Area of Daly City and although having no children of their own, during the 1970s, 1980s and early 1990s were very active members of the Serramonte Athletic League, more commonly known as SAL. SAL sponsored youth baseball, basketball, volleyball and soccer teams for boys and girls living in their neighborhood. The Budishes played an active role, both as members of the League Board and as coaches, score keepers and sponsors of many teams.

On any given weekend, Lorraine and Al could be found cheering for the kids at Serramonte Park or any of the other parks or gyms around Daly City where the SAL teams were competing. During those years they became an integral part of youth sports activities in our City and were well recognized in the community by players, parents and coaches.

Lorraine recently died, having survived Al who passed away a few years earlier resulting in the administration of the Budish Revocable Family Trust of 1999 ("Budish Family Trust").

The sole asset of the Budish Family Trust was their home located at 87 Parnell Avenue in Daly City and the City of Daly City was the sole beneficiary of the Trust.

Discussion

The Trust has been administered by the Trustee and the property has been sold pursuant to the terms of the Trust. According to the Budish Trust Administration Inventory and Schedule of Estate dated September 16, 2020, the preliminary distribution to the Beneficiary (the City) is approximately One Million Dollars (\$1,000,000.00.)

City Council Agenda Report

**Subject: ADOPTING RESOLUTION AUTHORIZING THE CITY OF DALY CITY TO
ACCEPT A BEQUEST FROM THE BUDISH REVOCABLE FAMILY TRUST OF
1999**

Meeting Date: October 12, 2020

Page 2 of 2

Pursuant to the terms of the Trust, the home was to be sold with the net proceeds from the sale be distributed to the City of Daly City for the purposes of establishing a park or for the purchase of recreational facilities such as playground equipment to be used by the residents of Daly City.

It is the intent of the City to use the proceeds in the family trust to establish a park area in dedication of the Budish Family and purchase of recreation equipment or perform park improvements to be used by the residents of Daly City.

Government Code Sections 373544 and 37354 authorize the City Council to accept or reject any gift, bequest or devise made to the City, including gifts of cash or other valuable property. The City is to hold the gift, bequest or devise as described in the terms of the gift, bequest or devise. Under state law, the City Council may accept this generation bequest and hold the proceeds to be used for the purposes as set forth in the Budish Family Trust.

Fiscal Impact

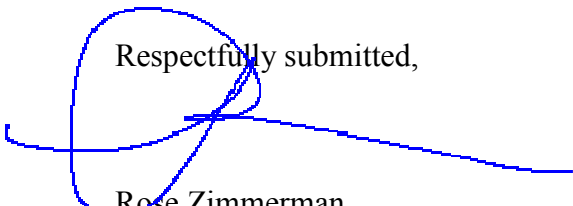
Pursuant to the Budish Family Trust, the property proceeds in the amount of \$1,000,000.00 are to be appropriated for park purposes and recreational facilities such as playground equipment or park improvements to be used by the residents of Daly City.

Summary/Conclusion

Staff recommends that the City Council adopt a Resolution authorizing the City to accept a bequest of approximately One Million Dollars (\$1,000,000.00) designated for the “recreational purposes” as set forth in the Budish Revocable Family Trust of 1999.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Rose Zimmerman
City Attorney