CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, July 25, 2022 - 7:00 PM

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Government Code section 54953(e) et seq., 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 on the City's YouTube Channel at https://www.youtube.com/DalyCityVideoMeetings, the City's agenda website at https://www.dalycity.org/agendas or on local Channel 27 (Comcast).

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) join to speak at the meeting via Zoom.

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 prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.

To speak at the meeting via Zoom, join at https://bit.ly/dalycityjul25zoom. Zoom will require an email address and name. The name entered will be visible online and will be used to notify you that it is your turn to speak. You may also join by visiting https://zoom.us/join. Enter meeting ID: 825 7087 1904, then enter email address and name. The July 25, 2022 Regular City Council meeting may also be accessed via telephone by dialing +1 669 900 6833 (Local). Enter the meeting ID: 825 7087 1904, then press #.

When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item. You must familiarize yourself with Zoom prior to joining the meeting. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City's YouTube Channel at https://www.youtube.com/DalyCityVideoMeetings, the City's agenda website at https://www.dalycity.org/agendas or on local Channel 27 (Comcast).

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.

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.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

PRESENTATIONS:

1. Peninsula Clean Energy Updates (Marc Hershman, Director of Government Affairs)

APPROVAL OF MINUTES:

2. Regular Meeting of July 11, 2022

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:

3. Accepting and Appropriating Grant Funding from CalRecycle

4. Setting Time and Place for a Public Hearing to Consider Zone Change ZC-04-21-014994 and Design Review DR-04-21-014995 **Set Hearing: 9/12/2022**

5. Amending Traffic Regulations to convert existing 20-ft. commercial vehicle parking (yellow) zone in front of 92 Hill Street to a one-hour metered parking space (TSR 22/41)

6. Appropriating Funds and Authorizing City Manager to Execute an Amendment to the Professional Services Agreement for 2019-20 Maintenance & Repair of Mussel Rock Landfill Site project

7. Authorizing City Manager to Execute amendments to the Professional Services Agreement with BKF Engineers for Design of the ADA, Sidewalk, and Parking Lot Improvements Project

8. Authorizing City Manager to Execute a Contract Renewal for Mussel Rock Landfill Site Monitoring Professional Services with Tetra Tech, Inc.

9. Authorizing City Manager to Execute a Professional Services Agreement for Project Management and Construction Support Services for Various Capital Project

10. Authorizing the Purchase, Installation, and Construction of an Outdoor Fitness Court at Westlake Park

11. Authorizing the Purchase, Installation, and Construction of an Outdoor Fitness Court at Lincoln Park

END OF CONSENT AGENDA

PUBLIC HEARINGS:

12. Public Hearing - Abatement Lien at 499 Santa Barbara Avenue (APN 003-121-010)

    STAFF: Rose Zimmerman, Tatum Mothershead

    RECOMMENDATION: Open/Close Hearing
    Adopt Resolution by Roll Call Vote

COMMUNICATIONS:

13. Designation of Voting Delegate and Alternate for League of California Cities Annual Business Meeting

    STAFF: Shawnna Maltbie

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

14. Variance VARC-6-22-15750 — Parking Variance to Allow Retail/Residential Expansion at 6157 Mission Street
    A, Findings
    B. EA (Categorical Exemption)
    C. VARC-6-22-15750

    STAFF: Michael Van Lonkhuysen

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

15. Approval of Transfer of Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC); Approval of Early Redemption and Defeasance of Daly City Housing Development Finance Agency Mobile Home Park Refunding Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007A, 2007B and 2007C and Mobile Home Park Fourth Tier Revenue Bond (Franciscan Mobile Home Park Acquisition Project) Series 2002D; and Approval of Regulatory Agreement

    STAFF: Rose Zimmerman, Tim Nevin

    RECOMMENDATION: Adopt Resolution by Roll Call Vote

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:

16. Council Committee

    a. Council Committee Meetings July 11 - July 25, 2022

17. City Council

18. Staff

ADJOURNMENT:

CITY OF DALY CITY
MINUTES – REGULAR MEETING - CITY COUNCIL
JULY 11, 2022

Visit https://www.youtube.com/c/DalyCityVideoMeetings to view videos of the City Council meetings

The meeting was called to order by Mayor Daus-Magbual at 7:00 P.M. by video conference call pursuant to Governor Gavin Newsom's Executive Order N-29-20.

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

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

PRESENTATIONS:

DCPLA Grant from their annual St. Patrick's Day Fund-the-Need event and a Gordon L. King Memorial Grant to the Daly City Public Library
(Director Amie Haiz, Daly City Public Library Associates)

APPROVAL OF MINUTES:

Regular Meeting of June 27, 2022

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of June 27, 2022.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to approve the consent agenda with the exception of items #14 and #15, which were removed for further discussion.

Note on Public Comments: *For this meeting, members of the public were encouraged to watch the meeting via livestream and speak at the meeting via Zoom, and/or submit public comments via email to the City Clerk's Office 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.*

Resolutions:

Authorizing the City to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361

Resolution 22-108, Authorizing Remote Teleconference Meetings By The City Council And All Boards, Commissions, And Standing Committees Of The City In Accordance With Assembly Bill 361 For A Period Of Thirty Days

Authorizing City Manager to Execute Amendment No. 2 to the Professional Services Agreement for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project

Resolution 22-109, Authorizing Amendment #2 of Professional Services Agreement with 4LEAF, Inc., for additional Construction Management and Support Services for the Mussel Rock 2019 Gabion Wall and Stormwater Maintenance Project

Authorizing City Manager to Execute a Professional Services Agreement for Project Management and Construction Support Services for the Margate Park Improvements Project

Resolution 22-110, Authorizing Execution of Professional Services Agreement, with 4LEAF, Inc., for Project Management and Construction Support Services for the Margate Park Improvements Project

Authorizing Amendment to the Professional Services Agreement with WRECO for Permit Technician and Project Management Services

Resolution 22-111, Authorizing Amendment No.3 to Professional Services Agreement with WRECO for Permit Technician and Project Management Services

Authorizing the City Manager to Execute the San Mateo County Operational Area Building Safety Inspection Program Mutual Aid Agreement

Resolution 22-112, Approving and Authorizing City Manager to Execute San Mateo County Operational Area Building Safety Inspection Program Mutual Aid Agreement

Accepting and Appropriating Grant from County of San Mateo Aging and Adult Services for FY 2022-23 Congregate Nutrition Program

Resolution 22-113, Accepting A Grant from San Mateo County Aging and Adult Services Department and Authorizing Appropriation of Grant Funds

Approving Proposed Revision to Police Captain Job Specification (Civil Service)

Resolution 22-114, Adopting Revised Job Specifications for the Position of Police Captain

Accepting and Appropriating a $1,600 Grant from the State of California to Enhance Summer Programs for Youth

Resolution 22-115, Accepting and Appropriating Grant Funds from the California State Library's Lunch at the Library Program

Accepting and Appropriating a $12,001 Grant from the Daly City Public Library Associates

Resolution 22-116, Accepting and Appropriating Grant from The Daly City Public Library Associates

Accepting and Appropriating Local Housing Allocation (PLHA) Funding

Resolution 22-117, Accepting and Appropriating Permanent Local Housing Allocation (PLHA) Funding

Authorizing City Manager to Execute a Professional Services Agreement for Advisory Services for Enterprise Resource Planning (ERP) Software Selection and Implementation

Resolution 22-118, Authorizing Execution of Professional Services Agreement with Plante & Moran, PLLC to provide Advisory Services for Enterprise Resource Planning Software Selection and Implementation

Accepting Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Funds for Drug Detection Canine

Police Captain Ronald Mussman recommended accepting and appropriating award funds from the Federal 2022 JAG Program totaling $17,024, which will be used to purchase a canine to be certified in drug detection.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried by voice vote to adopt the following resolution:

Resolution 22-119, Accepting Grant from the Federal 2022 Edward Byrne Memorial Justice Assistance Grant Program for a Drug Detection Canine

Accepting and Appropriating CalRecycle SB 1383 Local Assistance Grant Program

Assistant City Manager Stephen Stolte recommended accepting the $154,077 CalRecycle grant to help implement State law SB 1383, which targets to reduce the amount of organic waste that ends up in landfills. The City will use the funds to meet its annual recovered organic waste procurement target and to join the Resource Conservation District Compost Broker Program. The Program will collaborate with the County's Resource Conservation District, which will identify and develop partnership opportunities with the county's agricultural communities to support long-term SB 1383 compliance.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried by voice vote to adopt the following resolution:

Resolution 22-120, Accepting and Appropriating Grant Funding from the California Department of Resources Recycling and Recovery

Check Registers:

Check Registers for the Months of May and June 2022

END OF CONSENT AGENDA

PUBLIC HEARINGS:

Proposed Increases in Service Charges, Fees and Fines for Various Services, Permits, Inspections, Charges, and Enforcement Costs

Deputy Director of Finance and Administrative Services Abby Veeser gave an overview of the fee study on development and public safety/enforcement fees, the cost recovery analysis, department recommendations, fiscal impact(s) and next steps related to the master fee schedule update. The Matrix Consulting Group worked to complete the fee study using a "bottoms up" approach to cost analysis. According to Ms. Veeser, City fees were last updated in 2013 and 2008; the proposed fee changes would go into effect in Fiscal Year 2023. Next steps include holding a public hearing, providing education for the public, anticipating Recreation fees in the fall, and making the review an annual process to bring to Council.

Staff and Matrix Consultant Courtney Ramos addressed questions and took direction on the following concerns: reviewing service charges and fees on an annual basis, reviewing vehicle code violation fees; using discretion or programs to support individuals needing assistance with the new fees, ensuring that available discounts are advertised to the community, considering setting aside a percentage of adjusted fees into a reserve account for those in need, and taking increases to COLA into consideration.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to open the public hearing. There were no speakers on this matter.

It was moved by Councilmember Manalo, seconded by Vice Mayor Buenaventura and carried to close the public hearing.

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

Resolution 22- 121, Approving Proposed Increases in Service Charges, Fees and Fines for Various Services, Permits, Inspection, Charges and Enforcement Costs

Notice of Lien and Special Assessment to Rental Property

Director of Finance and Administrative Services Tim Nevin recommended approval of the Notice of Lien and Special Assessment to Rental Property for properties included in the Attachment for all unpaid Business License Rental Property taxes and penalties. Notices have been sent to the rental property owners in an effort to bring them into compliance. Projected revenue collection of unpaid taxes from the County of San Mateo is approximately $189,066.25. Mr. Nevin addressed questions on what a property lien entails, whether a lien affects tenants on a property, the grace period for rental property owners to make tax payment(s), and the collection process by the County.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to open the public hearing.

Call-In User1, John Daly, was opposed to the liens during this difficult time.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to close the public hearing.

It was moved by Councilmember Sylvester, seconded by Mayor Daus-Magbual and carried by unanimous roll call vote to adopt the following resolution:

Resolution 22-122, Approving Notice of Lien and Special Assessment to Rental Property

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Call-In User1, John Daly, reported sending emails to the City for information and demands for resignations. John Daly was concerned and cited racism on September 13th. John Daly commended the San Mateo County Manager for responding to emails.

REPORTS:

Council Committee

Development Committee (Daus-Magbual/Manalo)
Ad Hoc Labor Negotiations Committee (Daus-Magbual/Buenaventura)

City Council

Vice Mayor Buenaventura invited everyone to the unveiling of the Alice Peña Bulos Memorial Highway signs to honor one of the City's great leaders; the unveiling will take place on Saturday, July 16th at 1 P.M. The signs are located at the corner of King Drive and CA State Route 35 and John Daly and Route 35; the ceremony will begin at the corner of 1050 King Drive.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 8:15 PM in memory of Joanie Ison and the people who perished during this year's July 4th parade.

Approved as submitted, this 25th day of July, 2022.

_____
City Clerk

_____
Mayor

City Council Meeting Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Accept and Appropriate Grant Funding from CalRecycle

Recommended Action
Accept and appropriate a $27,105 grant for FY 2021/22 from the California Department of Resources Recycling and Recovery (CalRecycle) for implementation of recycling and diversion activities.

Background/Discussion
CalRecycle is the California State agency that promotes recycling, waste reduction, and product reuse. Through the Beverage Container Recycling City/County Payment Program, grant funding is provided to jurisdictions to promote beverage container recycling and litter cleanup activities with a goal to reach and maintain an 80 percent recycling rate for all California refund value beverage containers—aluminum, glass, plastic, and bi-metal.

The City of Daly City will use these funds to increase recycling opportunities in public and other residentials areas, host litter clean-up events, conduct marketing and create advertisements to promote recycling, and provide educational opportunities for elementary and middle schools in the community. The City of Daly City has approximately two years to expend the funding award.

Fiscal Impact
The grant revenue from CalRecycle has been awarded in one full installment of $27,105. The grant revenue from CalRecycle will be fully expended at the end of Fiscal Year 2022/23.

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

Respectfully submitted,

Leilani Ramos
Assistant to the City Manager

City Council Meeting Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Setting Time and Place for a Public Hearing to Consider Zone Change ZC-04-21-014994 and Design Review DR-04-21-014995

Recommended Action

Set time and place for a public hearing on September 12, 2022, to consider Zone Change ZC-04-21-014994 and Design Review DR-04-21-014995.

Background

The applicant, Kimco Westlake LP, has applied to redevelop a portion of Westlake Shopping Center adjacent to Southgate Avenue with a building consisting of 214 apartment units, 10,800 square feet of commercial retail space, and an above-grade parking garage. The building would be seven stories tall and would reach a maximum height of approximately 88 feet. The project site is currently zoned Planned Development 60A. An amendment to the Planned Development zoning is necessary to establish specific site development regulations, including allowances for height, setbacks, and parking. Design Review approval is necessary to permit the exterior appearance of the building.

Summary/Conclusion

Staff recommends that the City Council set September 12, 2022, at 7:00 p.m. as the date and time for a public hearing to consider Zone Change ZC-04-21-014994 and Design Review DR-04-21-014995.

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

Respectfully submitted,

Michael Van Lonkhuysen
Planning Manager

Tatum Mothershead
Director of Economic and Community Development

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: **Amend Traffic Regulations to convert existing 20-ft. commercial vehicle parking (yellow) zone in front of 92 Hill Street to a one-hour metered parking space (TSR 22/41)**

Recommended Action

Recommend the City Council amend the City's traffic regulations to convert the existing 20-ft. commercial vehicle parking (yellow) zone in front of 92 Hill Street to a one-hour metered parking space (TSR 22/41).

Background

On April 14, 2022, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulations.

Discussion

The amendment to the traffic regulations is recommended for the following reason:

The existing 20-ft. yellow zone was installed for the previously occupied grocery store. The yellow zone is no longer needed. Converting the existing yellow zone to a one-hour metered parking space is recommended to be consistent with the other parking spaces on Hill Street and Washington Street.

Fiscal Impact

Funding is available for the proposed signs, meter, and/or markings in the Street Maintenance operating budget 17-314-330 for the current Fiscal Year 2022-2023.

Summary/Conclusion

Recommend the City Council amend the aforementioned traffic regulations.

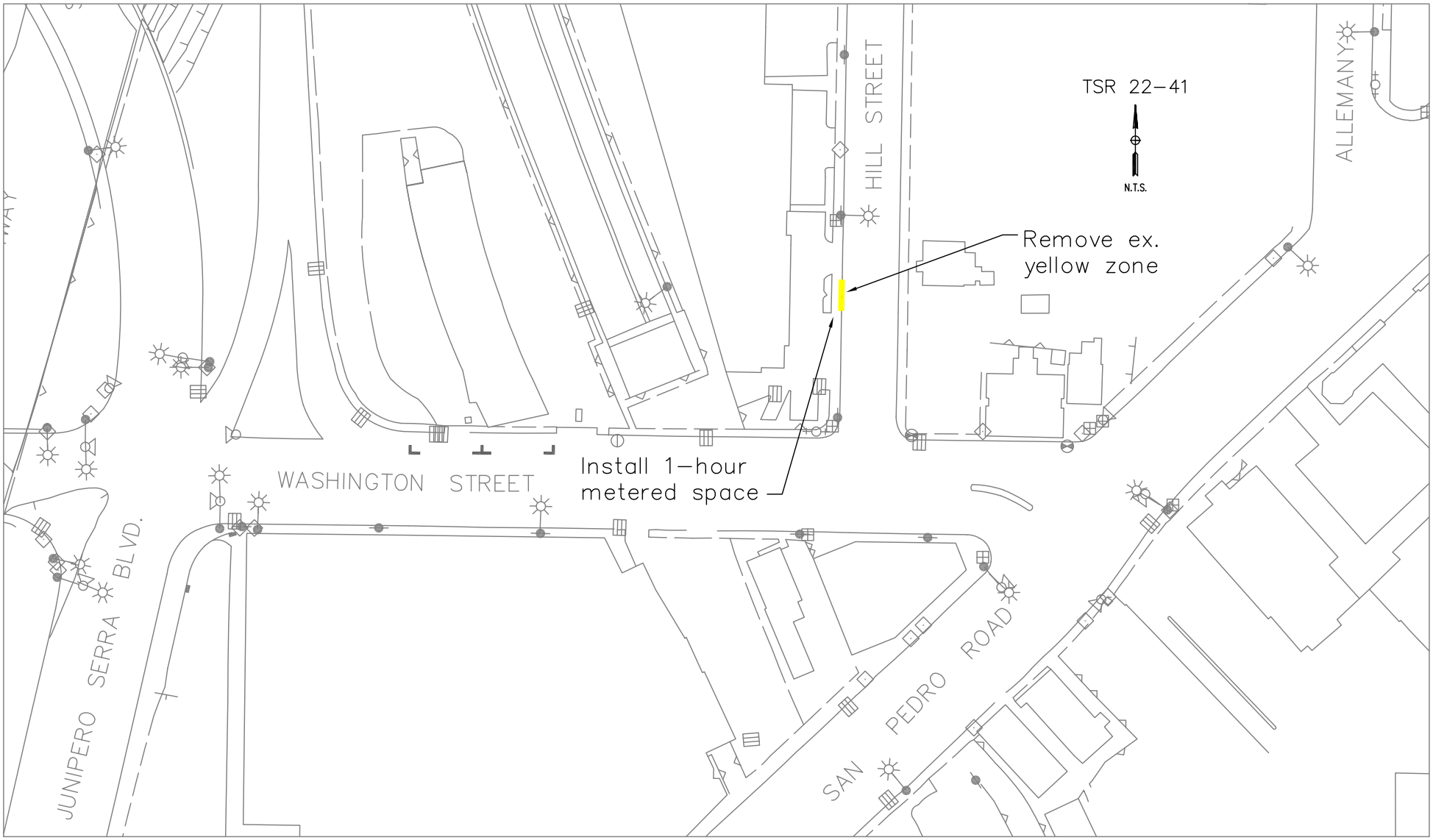
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Shirley Chan
Traffic Engineer

Richard Chiu, Jr.,
Director of Public Works

Attachment: Traffic Improvements Location Map



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
92 HILL STREET

DRAWN SCY	DATE 07/22	APPROVED_____ CITY ENGINEER	
CHECKED KF	SCALE NTS		
DESIGNED SCY	SURVEY NO.	SHEET NO. 1 OF 1	TSR 22-41 DRAWING NUMBER / REV.

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: **Appropriate Funds and Authorize the City Manager to Execute an Amendment to the Professional Services Agreement for 2019-20 Maintenance & Repair of Mussel Rock Landfill Site project**

Recommended Action

Staff recommends that the City Council:

1. Appropriate $127,269.00 of Mussel Rock Landfill Maintenance Fees for the 2019-20 Maintenance and Repair of Mussel Rock Landfill Site project; and

2. Authorize the City Manager to execute Amendment #3 to the agreement for professional services with Tetra Tech, Inc. of Oakland, California, to perform additional construction management, SWPPP inspection, regulatory compliance, project close-out, and other professional services for the 2019-20 Maintenance and Repair of Mussel Rock Landfill Site project in the amount of $127,269.00, for a total contract amount of $467,524.00.

Background

On March 25, 2019, City Council awarded a contract to Tetra Tech in the amount of $180,234.00 for the development of design plans, specifications, and cost estimate for the 2019-20 Maintenance and Repair of Mussel Rock Landfill Site. On June 8, 2020, City Council approved Amendment #1 to the agreement in the amount of $42,204.00 to prepare a Storm Water Pollution Prevention Plan. On December 13, 2021, City Council approved Amendment #2 to the agreement in the amount of $117,817.00 to provide construction management, SWPPP inspection and other professional construction services for a current total contract amount of $340,255.00.

Discussion

Complications on the site related to wet soil conditions and urgent work on the Upper Disposal Area have extended the construction period past the anticipated completion date of spring 2022. Construction activities are currently anticipated to be substantially complete by the end of summer, 2022. Furthermore, due to the lengthened construction period, the State Water Resources Control Board requires additional inspection, monitoring, and oversight for the project's Storm Water Pollution Prevention Plan (SWPPP). These efforts were not included in the original contract.

The current total professional services agreement contract amount with Tetra Tech is $340,255.00. Under the proposed Amendment #3 Tetra Tech will provide the additional services required to support the project in an amount not to exceed $127,269.00, for a proposed total contract amount of $467,524.00. Construction activities are currently anticipated to conclude by the end of summer, 2022.

Fiscal Impact

Amendment #3 would increase the contract in an amount not to exceed $127,269.00, for a proposed total contract amount of $467,524.00. Therefore, an additional $127,269.00 is needed in General Capital Project Fund – Mussel Rock Gabion Wall and Landfill Drainage project account 31-310-554.

If approved, this action will appropriate an additional $127,269.00 of Mussel Rock Landfill Maintenance Fees to the General Capital Project Fund – Mussel Rock Gabion Wall and Landfill Drainage project account 31-310-554. There are sufficient funds in the Fiscal Year 2022-23 Mussel Rock Landfill Maintenance Fees for this action.

Summary/Conclusion

Staff recommends that the City Council:

1. Appropriate $127,269.00 of Mussel Rock Landfill Maintenance Fees for the 2019-20 Maintenance and Repair of Mussel Rock Landfill Site project; and

2. Authorize the City Manager to execute Amendment #3 to the agreement for professional services with Tetra Tech, Inc. of Oakland, California, to perform additional construction management, SWPPP inspection, regulatory compliance, project close-out, and other professional services for the 2019-20 Maintenance and Repair of Mussel Rock Landfill Site project in the amount of $127,269.00, for a total contract amount of $467,524.00.

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

Respectfully submitted,

Kevin Fehr
City Engineer

Richard Chiu, Jr.
Director of Public Works

1. Attachment: Mussel Rock Landfill Professional Services Agreement Amendment #3

CITY OF DALY CITY
MUSSEL ROCK LANDFILL
PROFESSIONAL SERVICES AGREEMENT
2019-20 Maintenance & Repair of Mussel Rock Landfill Site

AGREEMENT AMENDMENT NO. 3 **Pages 1-3**

DATE: July 15, 2022

OWNER: City of Daly City
Kevin Fehr, City Engineer
333 – 90th Street, Daly City, CA 94015
(650) 991-8163

I. DESCRIPTION OF AGREEMENT AMENDMENT

A. Consultant shall perform additional work under the existing contract due to an extended construction schedule, in accordance with the Request for Change Order dated July 15, 2022, for an additional cost not to exceed $127,269.00. All work shall be performed in accordance with the existing contract and shall include, but not be limited to, all remaining construction observation costs, construction close-out, SWPPP inspection, SWPPP termination, as-builts, and any and all work required to execute construction close-out on or before September 30, 2022.	$127,269.00
Total	**$127,269.00**

SUMMARY OF FUNDS TO BE CHARGED:	**31-310-554-4534**	**$127,269.00**

Attachments:
1. Request for Change Order dated July 15, 2022

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement March 25, 2019.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

None

IV. COST ANALYSIS

Original Agreement Total:	$ 180,234.00
Agreement Amendment No. 1:	$ 42,204.00
Agreement Amendment No. 2:	$ 117,817.00
Agreement Amendment No. 3:	$ 127,269.00
Revised Current Agreement Total:	$ 467,524.00
All Agreement Amendments as Percentage of Original Agreement Total:	159%

ACCEPTED:
CONSULTANT:
Tetra Tech, Inc.

BY: _____
Ed Sussenguth
Northwest Operations Manager

Ed Sussenguth
Digitally signed by Ed Sussenguth
Date: 2022.07.18 13:02:30 -07'00'

DATE:_____

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Kevin Fehr
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Director of Public Works

DATE: _____

BY: _____
Shawnna Maltbie
City Manager

DATE: _____

TETRA TECH

July 15, 2022

Mr. Kevin Fehr, P.E.
City Engineer
Department of Public Works, Engineering Division
City of Daly City
333-90th Street
Daly City, CA 94015-1895

RE: Request for Change Order No. 3, Revision 2 – 2019 Maintenance Project
Mussel Rock Landfill, Daly City, California

Mr. Fehr:

Tetra Tech appreciates the opportunity to continue to support the City of Daly City (City), Engineering Division, Department of Public Works at the Mussel Rock Landfill (MRL). The Request for Change Order No. 3 (CO3) is based on work performed by Tetra Tech for multiple construction support tasks since December 13, 2021and through the end of construction projected on July 15, 2022, and post-construction work through September 30, 2022. CO3 accounts for Tetra Tech labor and other direct costs (ODC) since Agreement Amendment No. 2 was executed by the City on December 7, 2021. Tetra Tech's original scope of work includes costs to prepare the project completion report following construction, whichis not included in CO3. During the June 15 phone call, the City requested that Tetra Tech prepare the 2019 Maintenance Project as-built drawings based on the red line drawings prepared by Brannon Corp. The cost to prepare the as-built drawings in CAD on the 2022 topographic base map is included in CO3, and will be prepared based on the redline drawings prepared by Brannon Corp.

The current approved contract amount through Agreement Amendment No. 2 is $340,255.00. The period of performance for CO3 is December 13, 2021 through project completion ending September 30, 2022. Change Order 3 is divided into three sections as described below, and itemized on Table 1.

1. December 13, 2021 through May 27, 2022 - Includes all Tetra Tech labor, expenses and subcontractor costs to support all construction and SWPPP related tasks.
2. May 28, 2022 through September 30, 2022 - Includes all Tetra Tech labor, expenses and subcontractor costs to support all construction and SWPPP through the end of construction estimated for July 29, or before, including working with 4Leaf to support construction completion.

   The amount requested in this section includes the June 2022 invoice ($29,175.79). The remaining amount will be invoiced to the City for July and August 2022.

   Work after construction is completed will include the continuation of the SWPPP until 70% growth coverage is achieved, filing the Notice of Termination, post-construction monitoring (visual), and responding to City and regulatory agency questions/comments.
3. July 29, 2022 through September 30, 2022 – Construction close out documentation, including the construction completion report and as-built drawings in the current version of CAD and with the 2022 topography as the base map.

Tetra Tech, Inc.
1999 Harrison Street, Suite 500, Oakland, CA 94612-3599
Tel 510.302.6300 Fax 510.433.0830 www.tetratech.com

A summary of the current Contract Amount ($340,255.00) and **CO3 ($127,269.00**) are shown below:

Current Contract Amount (Original contract plus Amendments Nos. 1 and 2)	$340,255.00
Change Order 3	
• December 13, 2021 through May 27, 2022 – Construction Support	$33,998.00
• May 28, 2022 through September 30, 2022 – Construction Support	$61,271.00
• July 29, 2022 through September 30, 2022 – Close Out	$32,000.00
Change Order No. 3 Amount	**$127,269.00**
New Contract Amount Would Be	***$467,524.00***

This Request for CO3 does not include any labor, ODC and subcontractor costs for work associated with the Upper Disposal Area boundary investigation, and responding to comments from the California Coastal Commission (CCC) associated with the Planned Retreat Management Plan in their letter to the City dated January 20, 2022.

Please review this Request for CO3 and call me with questions.

Sincerely,

Michael Velzy, PE
Senior Project Manager

Cc: Gloria Driscoll

Attachment: Table 1 - Request for Change Order No. 3, Revision 2

Table 1
Request for Change Order No. 3, Revision 2
2019 Maintenance Project, Mussel Rock Landfill

ITEM	AMOUNT	DESCRIPTION	COMMENTS
Original Approved Amount	$180,234.00	Original Tasks 1-6	03/11/19
Amendment No. 1	$42,204.00	SWPPP	05/09/20
Amendment No. 2	$117,817.00	Various Tasks	12/07/21
Current Contract Amount	***$340,255.00***		
Change Order No. 3 – December 13, 2021 through September 30, 2022			
Amount Above Contract from December 13, 2021 through May 27, 2022	$33,998.00	Includes all labor, expenses, and subcontractor costs to support construction, SWPPP inspections, etc.	Amount shown on May 2022 invoice as Contract Balance Remaining.
Amount Projected for May 28 through September 30, 2022	$61,271.00	Includes all labor, expenses, and subcontractor costs to support construction, monitoring, SWPPP Inspections, etc.	Construction projected to be completed by July 29, 2022, or before. Total project completion projected to be completed by September 30, 2022. *NOTE: SWPPP inspections may extend beyond September 30 if 70% coverage not achieved by the end of September 2022.*
Close-out Costs	$32,000.00	Includes all labor and expenses to produce Completion Report, As-Built Drawings in CAD with 2022 base map, and respond to City and/or regulatory questions and/or comments.	All close-out deliverable to be submitted to the City as draft by September 2, 2022.
TOTAL CHANGE ORDER NO. 3 AMOUNT	***$127,269.00***		

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: **Authorize the City Manager to Execute amendments to the Professional Services Agreement with BKF Engineers for Design of the ADA, Sidewalk, and Parking Lot Improvements Project**

Recommended Action

Authorize the City Manager to execute Amendment #1 and additional amendments to the professional services agreement with BKF Engineers of Redwood City, California, to provide additional services for the design of the ADA, Sidewalk, and Parking Lot Improvements Project in an amount not to exceed $30,000.00.

Background

On December 13, 2021 City Council awarded a contract to BKF Engineers to provide design services for the ADA, Sidewalk, and Parking Lot Improvements Project in an amount not to exceed $111,650.00. The project included the design of curb ramps and sidewalk improvements at select locations throughout Daly City, as well as the design of striping and ADA improvements at select City parking lots.

Discussion

Due to the nature of the improvements to the parking lot at Fire Station 91, it was determined that additional ADA improvements within the property and the sidewalk fronting the fire station are needed. The additional design provided by BKF Engineers will help bring the entire parking lot at Fire Station 91 as well as the fronting sidewalk up to current ADA standards. The proposed $20,385.00 for Amendment #1 includes additional improvements to the existing parking lot and driveway at Fire Station 91, sidewalk within the public right-of-way (ROW) and a compliant path of travel to the fire station from the ROW.

Fiscal Impact

Amendment #1 in the amount of $20,385.00 will bring the total maximum design cost to $132,035.00. Staff is requesting an additional $9,615.00 contingency to be approved by the City Manager. There are sufficient funds from two project accounts to fully fund this request. The Fiscal Year 2018-19 Transportation Fund – ADA/Sidewalk Improvements 2018/19 project account 17-314-603 will cover $12,000.00 and the Fiscal Year 2018-19 General Fund CIP – Parking Lot Improvement 2018/19 project account 31-313-583 will cover $18,000.00. No additional appropriations are needed at this time.

Summary/Conclusion

Authorize the City Manager to execute Amendment #1 and additional amendments to the professional services agreement with BKF Engineers of Redwood City, California, to provide additional services for the Design of the ADA, Sidewalk, and Parking Lot Improvements Project in an amount not to exceed $30,000.00.

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

Respectfully submitted,

Mike Burnfield
Engineer 1

Richard Chiu Jr.
Director of Public Works

Attachment:

1. BKF Engineers Amendment Agreement

CITY OF DALY CITY
PROFESSIONAL SERVICES AGREEMENT FOR
Design of the ADA, Sidewalk, and Parking Lot Improvements Project

AGREEMENT AMENDMENT NO. 1 **Pages 1-3**

DATE: June 23, 2022

OWNER: City of Daly City
Kevin Fehr, City Engineer
333 – 90th Street, Daly City, CA 94015
(650) 991-8163

I. DESCRIPTION OF AGREEMENT AMENDMENT

A. Consultant shall perform additional work on the existing contract in accordance with the Proposal and Cost Estimate – Fire Station No. 91 – ADA Parking and Path of Travel Improvements Engineering and Surveying Proposal, dated May 10, 2022 (Attachment 1), for an additional cost not to exceed $20,385.00.	$20,385.00
TOTAL	**$20,385.00**

SUMMARY OF FUNDS TO BE CHARGED:	**17-314-603-4534**	**$8,154.00**
	31-313-583-4534	**$12,231.00**
	TOTAL	**$20,385.00**

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement dated December 13, 2021.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

None.

IV. COST ANALYSIS

Original Agreement Total:	$ 111,650.00
Agreement Amendment No. 1:	$ 20,385.00
Revised Current Agreement Total:	$ 132,035.00
All Agreement Amendments as Percentage of Original Agreement Total:	18%

ACCEPTED:
CONSULTANT:
BKF Engineers

BY: Brian Scott 2022.06.23 13:10:12-07'00'
Brian Scott
Principal/Vice President

DATE: 6-23-2022

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Mike Burnfield
Project Engineer

DATE: _____

BY: _____
Kevin Fehr
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Director of Public Works

DATE: _____

BY: _____
Shawnna Maltbie
City Manager

DATE: _____

ATTACHMENT 1

May 10, 2022
BKF No. C20211058-10

Mike Burnfield
City of Daly City
333 90th Street
Daly City, CA 94015
Transmitted Via Email to mburnfield@dalycity.org

Subject: Fire Station No. 91- ADA Parking and Path of Travel Improvements Engineering and Surveying Proposal

Dear Mike:

Thank you for the opportunity to offer this proposal for Civil Engineering and Land Surveying Services in connection with the above referenced project. Based on our meetings and conversations, it is our understanding that as part of the 2022 ADA Ramps, Sidewalks, and Repaving project, the City wishes to incorporate additional project scope including one (1) ADA-compliant parking stall and loading zone, and ADA path of travel improvements from the stall and public sidewalk to the front entrance doorway of Fire Station No. 91. Per your request, the improvements will be separated in the design budget into two components- work within the public ROW and Onsite. We've also added budget for the Project Management task in the 100% Final Documents phase. An exhibit showing the scope of proposed work is included in this proposal.

Based on this understanding, BKF is pleased to offer the following scope of service.

Scope of Services

- Task 1 - 65% PS&E
    1. Supplemental Topographic Field Survey and Mapping ($3,948)
    2. Project Management and Coordination ($905)
    3. Site Visit and Data Gathering ($480)
    4. Onsite: ADA Parking Stall and Path of Travel Design ($1,498)
    5. Public ROW: Ramps, Sidewalk and Path of Travel Design ($1,716)

    Task 1 Subtotal: $8,547

- Task 2 - 95% PS&E
    1. Project Management and Coordination ($436)
    2. Onsite: ADA Parking Stall and Path of Travel Design ($1,178)
    3. Public ROW: Ramps, Sidewalk and Path of Travel Design ($1,178)

    Task 1 Subtotal: $2,792

- Task 3 - 100%/Final PS&E
    1. Project Management and Coordination ($687)
    2. Project Management- Sidewalks, ADA, Paving Project ($2,000)
    3. Onsite: ADA Parking Stall and Path of Travel Design ($858)
    4. Public ROW: Ramps, Sidewalk and Path of Travel Design ($1,178)

    Task 1 Subtotal: $4,723

- Bid Phase Assistance ($538)
- Construction Support ($3,785)

Total Fee: $20,385 (See attached fee worksheet for details)

Deliverables and Schedule

BKF will provide the City with plans at each of the phases described above. The 65% and 95% design efforts will run concurrently with the current ADA Ramps, Sidewalks and Repaving project and is anticipated to align with that project schedule in the 100% PS&E/Final design phase. The current project schedule is adjusted based on changes within the current task and this added scope schedule will adjust accordingly. See below for proposed submittal milestones for the added scope, contingent on the approval date of this proposal.

Proposed Submittals:

65% PS&E: June 1, 2022
95% PS&E: Two weeks after receipt of 65% comments
100%/Final PS&E: One week after receipt of 95% comments

Fees for Professional Services

A. Professional service fees, would accrue on a time and materials basis in accordance with our current hourly Rate Schedule and will be based on the actual amount of time it takes to complete the described scope of services and/or requested services. The total fee shown above is a "Not To Exceed" amount and any scope/fee not outlined above will be performed as "Additional Services" as noted below. The fees will be invoiced monthly. The invoice will identify the professional category and associated hourly rate, and include a brief description of the services performed during that particular billing cycle. Reimbursable expenses will accumulate and be invoiced as a separate line item on the monthly invoices in accordance with our rate schedule. The fees are due upon presentation of an invoice.

Additional Services

Additional services and tasks not defined in this scope of services will be performed only if authorized in writing, including but not limited to: a written additional services request, formal change order or e-mail recognition and/or confirmation. Scope and fee for additional services may be tracked separately as extra work and billed on a time and materials in accordance with our current rate schedule, unless otherwise agreed upon. Additional services will not be performed until formally authorized in writing or by e-mail recognition from client. Invoicing for additional services will be prepared, presented and due based on said authorization.

Acceptance

By signing the bottom of this proposal you have agreed to the scope of services, fees and terms of this proposal. Upon signature, please return one copy to our office and retain a copy for your records. As soon as we receive a signed version of this proposal we will consider is as authorization to proceed and we will commence with our services. A scanned version and signature is fine.

Should you have any questions, or would like additional clarification on any aspect of the proposed services, fee structure or any of the terms contained herein, please feel free to give me a call (650) 482-6345. We look forward to working with you and your team on this project.

Sincerely,
BKF Engineers

_____

Donald Toy, PE
Sr. Project Engineer
PE 76364

Accepted
City of Daly City

_____

Mike Burnfield, Engineer 1

Date: _____

BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE

JANUARY 1, 2021 – DECEMBER 31, 2021

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal/Vice President	$251.00
Senior Associate/Vice President	$225.00
Associate	$219.00
Senior Project Manager | Senior Technical Manager	$218.00
Project Manager | Technical Manager	$213.00
Engineering Manager | Surveying Manager | Planning Manager	$197.00
TECHNICAL STAFF	
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$183.00
Project Engineer | Project Surveyor | Project Planner	$160.00
Design Engineer | Staff Surveyor | Staff Planner	$140.00
BIM Specialist I, II, III	$140.00 - $160.00 - $183.00
Technician I, II, III, IV	$133.00 - $142.00 - $155.00 - $167.00
Drafter I, II, III, IV	$104.00 - $114.00 - $123.00 - $138.00
FIELD SURVEYING	
Survey Party Chief	$182.00
Instrumentman	$157.00
Survey Chainman	$117.00
Utility Locator I, II, III, IV	$95.00 - $135.00 - $161.00 - $184.00
Apprentice I, II, III, IV	$72.00 - $97.00 - $107.00 - $113.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	$239.00
Senior Construction Administrator	$207.00
Resident Engineer	$154.00
Field Engineer I, II, III	$140.00 - $160.00 - $183.00
ASSISTANTS	
Project Assistant	$88.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$86.00
Clerical | Administrative Assistant	$74.00

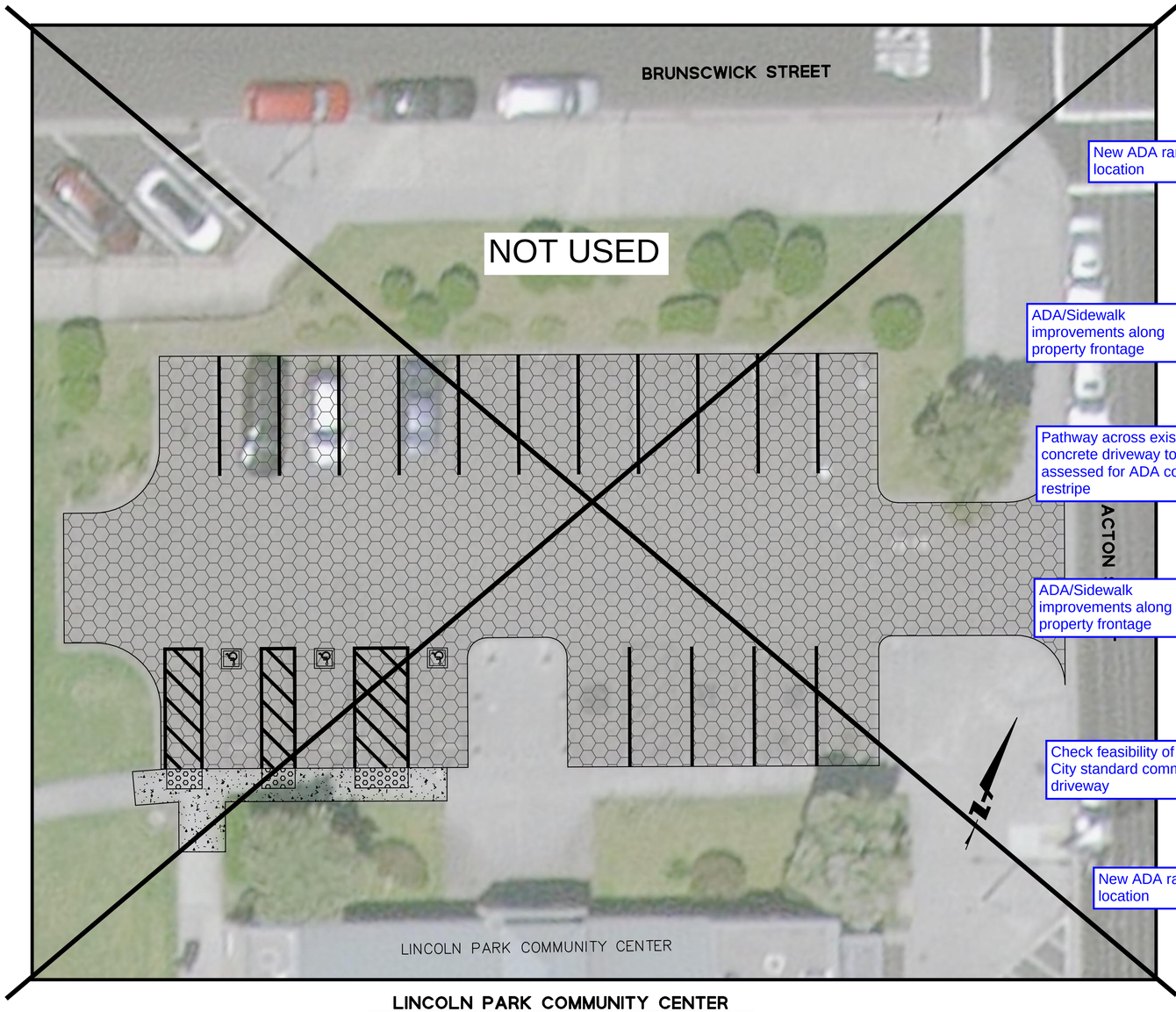
Expert witness rates are available upon request.

Subject to the terms of a professional services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

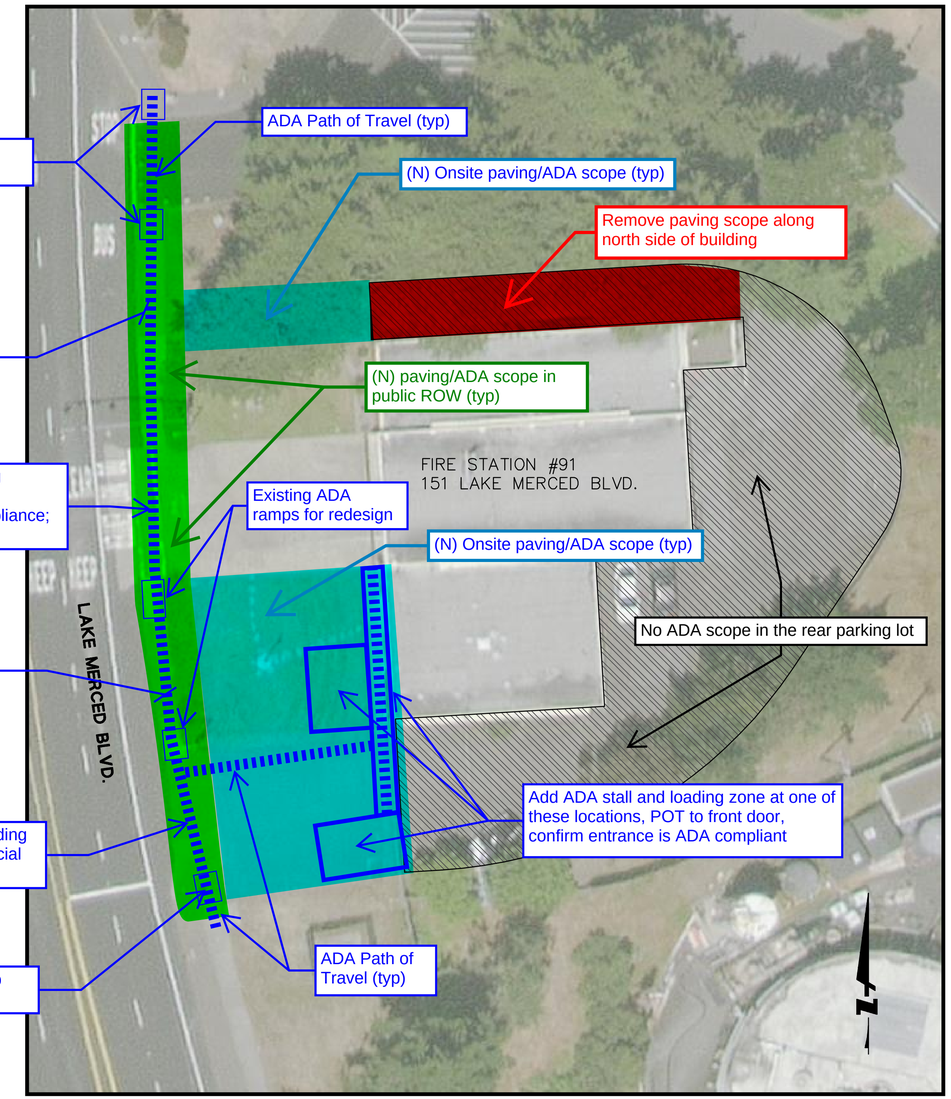
BKF ENGINEERS
City of Daly City
Fire Station No. 91 - ADA Improvements
May 10, 2022

		PERSONNEL HOURS									
		Principal	Sr. PM	Sr. PM (Survey)	Sr. PS (Survey)	PE	PS (Survey)	DE	Party Chief(Surv)	Chainman (Surv)	TOTALS
		$251	$218	$218	$183	$160	$160	$140	$182	$117	
	PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)										
Task 1	***65% PS&E***										
	Fire Station No. 91 - Survey										
1.1	Supplemental Topographic Field Survey			1					8	8	2610
	Prepare Topo Base Map			1			7				1338
1.2	65% PS&E: Project Management and Coordination	1	3								905
	Fire Station No. 91 - ADA Improvements										
1.3	Site Visit- Data Gathering					3					480
1.4	Onsite: ADA Parking Stall and Path of Travel Design		1			8					1498
1.5	ROW: Ramps, Sidewalks, POT		2			8					1716
										Subtotal Task 1	***8547***
Task 2	***95% PS&E***										
2.1	95% PS&E: Project Management and Coordination		2								436
	Fire Station No. 91 - ADA Improvements										
2.2	Onsite: ADA Parking Stall and Path of Travel Design		1			6					1178
2.3	ROW: Ramps, Sidewalks, POT		1			6					1178
										Subtotal Task 1 $	***2,792***
Task 3	***100% / Final Bid Documents***										
3.1	100% Final Docs: Project Management and Coordination	1	2								687
3.2	100% Final Bid Docs: Project Mgmt Sidewalks/ADA Project										2000
	Fire Station No. 91 - ADA Improvements										
3.1	Onsite: ADA Parking Stall and Path of Travel Design		1			4					858
3.2	ROW: Ramps, Sidewalks, POT		1			6					1178
										Subtotal Task 3	***4723***
	Subtotals	**2**	**14**	**2**	**0**	**41**	**7**	**0**	**8**	**8 $**	**16,062**
	BID PHASE ASSISTANCE (30 days)										
1	Respond to Contractor Questions During Bid Period		1			2					538
	Subtotals	**0**	**1**	**0**	**0**	**2**	**0**	**0**	**0**	**0 $**	**538**
	CONSTRUCTION SUPPORT (est. 120 days)										
1	Project Management and Coordination	1	2								687
2	Respond to Requests for Information (up to 4 RFI's)					4					640
3	Site Observation Visits during construction (1 total)					3					480
4	Review Contractor's Submittals (Up to 5)					5					800
5	Meetings (Up to 1 total)		1								218
6	Punch List- Final Walk (1 total)					2					320
7	Record Drawings					4					640
	Subtotals	**1**	**3**	**0**	**0**	**18**	**0**	**0**	**0**	**0 $**	**3,785**
										TOTAL FEE $	**20,385**



LINCOLN PARK COMMUNITY CENTER

SCALE: 1" = 10'



FIRE STATION #91

SCALE: 1" = 20'

PROPOSED ADA/SIDEWALK/PAVING UPGRADES EXHIBIT

PAVING LEGEND:

- AC SLURRY SEAL
- 6-INCH AC/ 6-INCH CLASS II AB (OR MATCH EXISTING, WHICHEVER IS GREATER)
- 4-INCH AC/ 6-INCH CLASS II AB (OR MATCH EXISTING, WHICHEVER IS GREATER)
- DETECTABLE WARNING SURFACE
- 3-INCH AC DIG-OUT
- 3-INCH GRIND AND OVERLAY
- PCC

811 Know what's **below.** **Call** before you dig.

BKF
255 SHORELINE DRIVE
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

1	35% SUBMITTAL

THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

CDBG ADA / SIDEWALK IMPROVEMENTS

GRADING AND UTILITY ~~LINCOLN PARK COMMUNITY CENTER~~ AND ITEM NO. 8 - FIRE STATION #91

DRAWN	HP	DATE	3/11/2022	APPROVED ____ CITY ENGINEER	
DESIGNED	HP	SCALE	AS SHOWN	PROJECT NUMBER	SHEET COUNT / SHEET NUMBER
CHECKED	DT	SURVEY NO.		2022-02-CS	31 OF 36 / C3.13

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Authorize the City Manage to Execute a Contract Renewal for Mussel Rock Landfill Site Monitoring Professional Services with Tetra Tech, Inc.

Recommended Action

Authorize the City Manager to execute an amendment to renew the Mussel Rock Landfill Site Monitoring professional services agreement with Tetra Tech, Inc. of Oakland, California, through July 2023 in the amount of $58,123.00.

Background

The Mussel Rock Landfill was closed in 1978. The City is required to maintain the site and submit semi-annual and annual site maintenance and groundwater quality monitoring reports as required by the California Regional Water Quality Control Board (RWQCB) Order No. R2-2015-0007. In addition to routine water quality sampling, the RWQCB order requires that the City conduct sampling and testing for the presence of certain metals and other constituents.

The City is also required to submit annual monitoring reports to the California Coastal Commission for the seawall below the landfill pursuant to requirements set by California Coastal Commission (CCC) Staff Reports 2-01-011 dated May 30, 2002 and 2-11-024 dated August 8, 2012.

The existing agreement with Tetra Tech, Inc. expires on July 31, 2022.

Discussion

Tetra Tech, Inc. has been responsive in meeting the City's needs related to site monitoring activities and report submissions.

The proposed amendment would extend the monitoring services through July 31, 2023 for the amount of $58,123.00, broken down as follows:

Groundwater Monitoring/Reporting FY 2022-23 (RWQCB)	$49,076
Seawall Monitoring/Reporting 2022 (CCC)	$9,047
Amendment Total	**$58,123**

Fiscal Impact

The total estimated cost for this amendment with Tetra Tech, Inc. provides for a total not-to-exceed amount of $58,123.00. An additional $5,812.30 is needed for contingency, for a total cost of $63,935.30. There are sufficient funds in the Fiscal Year 2022-23 General Fund CIP – Mussel Rock Maintenance and Monitoring project account 31-310-550.

Summary/Conclusion

Authorize the City Manager to execute an amendment to renew the Mussel Rock Landfill Site Monitoring professional services agreement with Tetra Tech, inc. of Oakland, California, through July 2023 in the amount of $58,123.00.

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

Respectfully submitted,

Michael Burnfield
Engineer 1

Richard Chiu, Jr.
Director of Public Works

Attachment:
1. Amendment to Professional Services Agreement with Tetra Tech, Inc.

cc: City Clerk
City Manager
City Attorney

CITY OF DALY CITY
MUSSEL ROCK LANDFILL
PROFESSIONAL SERVICES AGREEMENT (October 23, 2020)
Mussel Rock Landfill Site Monitoring Project

AGREEMENT AMENDMENT NO. 2 **Pages 1-3**

DATE: July 11, 2022

OWNER: City of Daly City
Kevin Fehr, City Engineer
333 – 90th Street, Daly City, CA 94015
(650) 991-8163

I. DESCRIPTION OF AGREEMENT AMENDMENT

A.	Consultant shall perform work as described in the attached Proposal and Cost Estimate for additional Landfill Monitoring Services. Work shall be done in compliance with RWCQB order R2-2015-0007 for an amount not to exceed $58,123.00.	$58,123.00
Total		**$58,123.00**

SUMMARY OF FUNDS TO BE CHARGED: 31-310-550-4534 $58,123.00

II. CONDITIONS OF AGREEMENT AMENDMENT

It is understood and agreed that this Agreement Amendment is pursuant to and in accordance with all relevant provisions, conditions and requirements contained in the fully executed agreement October 23, 2020.

The Consultant is responsible for reaching settlements with all subconsultants, suppliers, and vendors whose work, materials or services were associated with this Agreement Amendment, including all claims arising out of this Agreement Amendment and holds the City of Daly City harmless from any and all claims and defense costs relating to such entities.

III. ADDITIONAL CONDITIONS OF AGREEMENT AMENDMENT

The contract time is extended through completion of services on or about July 31, 2023.

IV. COST ANALYSIS

Original Agreement Total:	$ 55,254.00
Agreement Amendment No. 1:	$ 74,843.00
Agreement Amendment No. 2:	$ 58,123.00
Revised Current Agreement Total:	$ 188,220.00
All Agreement Amendments as Percentage of Original Agreement Total:	241%

ACCEPTED:
CONSULTANT:
Tetra Tech, Inc.

BY: _____
Ed Sussenguth
Northwest Operations Manager

Ed Sussenguth
Digitally signed by Ed Sussenguth
Date: 2022.07.18 16:08:04 -07'00'

DATE: _____

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Kevin Fehr
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Director of Public Works

DATE: _____

BY: _____
Shawnna Maltbie
City Manager

DATE: _____

June 6, 2022

Mr. Kevin Fehr, P.E.
City of Daly City
333 90th Street
Daly City, CA 94015

RE: Proposal and Cost Estimate
Extension of Landfill Monitoring Services through July 2023
Mussel Rock Landfill, City of Daly City, California

Mr. Fehr:

Tetra Tech, Inc. is pleased to submit this proposal and cost estimate to the Engineering Division, Public Works Department of the City of Daly City (City) for groundwater, leachate, and surface water monitoring and annual seawall inspection at the Mussel Rock Landfill for a one-year period of performance. The scope of work described in this proposal addresses the monitoring requirements of the Regional Water Quality Control Board, San Francisco Bay Region (RWQCB) Updated Waste Discharge Requirements (Order R2-2015-0007) and the California Coastal Commission (CCC), Staff Reports F8b and W17a for seawall monitoring.

This proposal is organized as follows:

Section 1.0	Project Scope, Understanding and Approach
Section 2.0	Experience with Similar Projects
Section 3.0	Budget and Schedule
Section 4.0	Monitoring Team
Section 5.0	Demonstrated Experience Managing Project Budgets and Schedules
Section 6.0	Assumptions
Table 1	Schedule of Fees and Rates
Table 2	Cost Estimate for 20212-2023 Landfill Monitoring
Exhibit A	Scope of Work
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Project Team

1.0 PROJECT SCOPE, UNDERSTANDING AND APPROACH

The scope of work during the one-year contract period of performance consists of the following tasks as described in Exhibit A:

- Two semiannual groundwater and surface water monitoring events performed in October 2022 and April 2023 per San Francisco Bay Regional Water Quality Control Board (Board) Order R2-2015-0007 with reporting.
- One on-site annual seawall inspection performed in February 2021 per the California Coastal Commission staff Reports F-8b and W17a.

The proposed schedule is shown in Exhibit B.

The Tetra Tech team, managed by Mike Velzy, understands the site conditions and the site-specific health and safety concerns. Tetra Tech is experienced in monitoring landfill groundwater wells and

Tetra Tech, Inc.
1999 Harrison Street, Suite 500, Oakland, CA 94612-3599
Tel 510.302.6300 Fax 510.433.0830 www.tetratech.com

preparing monitoring reports for regulatory submittal. Our approach to monitoring for 2022-2023 will be the same as the previous monitoring events. Tetra Tech has developed an excellent field sampling program and team. We intend to use our technical staff based in Oakland to sample the wells and outfalls. The same field sampling and laboratory team that has been providing excellent analytical testing services for this project over the past 14 years will continue to be used with the exceptions noted below. Mike Velzy will perform the seawall site inspections.

Tetra Tech will sample the five groundwater monitoring wells (three leachate wells and two up-gradient groundwater wells) using micro-purge (low flow) techniques developed by QED Environmental Systems that are consistent with the field protocols approved by the RWQCB and have been used at the site since the wells were installed in 1999, 2000 and 2013. Tetra Tech will gauge groundwater depths and sample the five monitoring wells (KMW-1 through KMW-4 and UMW-5) and five designated outfalls (Outfalls 1, 3, 6, 8A, 10) that discharge below the seawall access road. The five monitoring wells and five outfalls will be sampled and analyzed for the constituents listed in Detection Monitoring Program of the Order R2-2015-0007. In addition, Tetra Tech will continue to include the Extractable Hydrocarbon analyses with and without silica gel cleanup and CAM 17 Metals analyses with and without (total) filtered samples.

Database Management – Tetra Tech will manage the current and recent historical analytical data in Oracle. There will be two historical data appendices in each monitoring report, one for the period 1999 through May 2018 (Appendix E) and one for November 2018 and beyond (Appendix D), excluding the current analytical data that will be presented in Tables 1 through 11.

2.0 EXPERIENCE WITH SIMILAR PROJECTS

Tetra Tech achieved record solid waste consulting revenue exceeding $150 million in each of the past two years. The April 2021 *Engineering News Record* ranked Tetra Tech as #1 Solid Waste and Water. We have extensive experience in all phases of solid waste landfill design, closure, operations and maintenance, and groundwater, leachate and landfill gas monitoring throughout California and the United States, including the evaluation of water resources. The following representative groundwater monitoring projects have been managed by Mike Velzy:

Mussel Rock Landfill - Daly City, California

Project Description	Semiannual Groundwater, Surface Water, Outfall Sampling, Analytical Testing, Seawall Inspection & Reporting
Owner / Responsible Party	City of Daly City, California
Project Location	Daly City, California
Duration	2006 – 2022
Project Budget (cumulative))	$500,000
Sponsoring Project Manager	Mike Velzy (Tetra Tech)
Regulatory Agency	RWQCB
Contact Information	Kevin Fehr (650-991-8163)

Former Texaco Liquid Bulk Terminal - Port of Redwood City, California

Project Description:	Semiannual Groundwater Sampling, Analytical Testing, & Reporting; MS4 Storm Water Management
Owner / Responsible Party:	Port of Redwood City, California
Project Location	Redwood City, California
Duration:	2008 – 2020
Project Budget (approximate):	$300,000
Sponsoring Project Manager:	Mike Velzy (Tetra Tech)
Regulatory Agency:	DTSC
Contact Information:	Don Snaman, Operations Manager (Phone: 650-306-1450)

Tesoro Martinez Refinery - Martinez, California

Project Description:	Civil Design of Above Ground Tank Containment Structures, Surface Water Modeling, Regulatory Compliance
Owner / Responsible Party:	Marathon Petroleum Corp, Martinez (formerly Tesoro Refinery)
Project Location	Martinez, California
Duration:	2016 – 2020
Project Budget (approximate):	$200,000
Sponsoring Project Manager:	Mike Velzy
Regulatory Agency:	RWQCB
Contact Information:	Anne Partmann (Phone: 925-501-6454)

EPC Eastside Landfill - Bakersfield, California

Project Description:	Groundwater Sampling, Analytical Testing, & Reporting
Owner / Responsible Party:	Chevron, San Ramon
Project Location	Kern County, California
Duration:	2012 – 2016
Project Budget (approximate):	$250,000
Sponsoring Project Manager:	Mike Velzy (URS/AECOM)
Regulatory Agency:	DTSC
Contact Information:	Nate Blomgren (Phone: 925-790-3914)

3.0 BUDGET AND SCHEDULE

The detailed project schedule, including dates for field sampling, inspections and report submittals, is provided in the Exhibit B.

The schedule of fees and charges are provided in Table 1. The project budget estimate based on time and materials is described in Exhibit C, and itemized per task in Table 2.

4.0 MONITORING TEAM

The proposed Tetra Tech landfill monitoring team is described in Exhibit D

5.0 DEMONSTRATED EXPERIENCE MANAGING PROJECT BUDGETS AND SCHEDULES

Mike Velzy has 34 years of experience as a civil/environmental engineer and has been responsible for managing a wide variety of projects for the past 22 years. He has demonstrated over this period that he is proficient at managing project schedules and budgets. Using the City as an example, Mr. Velzy has managed groundwater sampling at Mussel Rock continuously since 2006, and since 2016 with Tetra Tech. Mr. Velzy has been inspecting the seawall for over 14 years. Mr. Velzy has managed 19 different Mussel Rock Landfill projects since 2006, including:

- Groundwater, Leachate, and Surface Water Monitoring (2006-2008).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2008-2010).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2010-2012).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2012-2014).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2014-2016).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2016-2018).
  Status: Completed

- Groundwater, Leachate, and Surface Water Monitoring (2018-2020).
  Status: Completed
- Groundwater, Leachate, and Surface Water Monitoring (2020-2022).
  Status: On-going
- Landfill Engineering Evaluation (2007).
  Status: Completed
- Short-Term Site Maintenance Improvements (2007-2008).
  Status: Completed
- Landfill Engineering Evaluation – Gabion Walls (2009).
  Status: Completed
- Annual Seawall Monitoring (2008-2022).
  Status: On-going
- Topographic Map of Mussel Rock Landfill (2010, 2016).
  Status: Completed
- Planned Retreat Management Plan, Studies, Plans and Specifications (2010-2015).
  Status: Completed
- Seawall Repair Design and Construction Monitoring (2016-2017).
  Status: Completed
- Seawall Repair Design and Construction Monitoring (2020-2021).
  Status: On hold
- Landfill Gas Investigation (2016-2017).
  Status: Completed
- Slope Monitoring (2016-2017).
  Status: Completed
- 2019 Maintenance Project – includes Gabion Wall Replacement Design, New Disposal Cell Design, Excavation, Silting Basin Cleanout, Storm Water Pipeline Relocation, Maintenance of Half-Round CMP Channels, Construction Drawings, Specifications, Cost Estimating, Construction Support (2020-2022).
  Status: On-going

6.0 ASSUMPTIONS

In preparing this proposal and budget estimate, it is assumed that:

1. The budget estimate does not include the cost for sampling or disposal of IDW waste. Tetra Tech will provide this service to the City on a time and expenses basis, based on our current labor rates proposed for this project.
2. The landfill can be monitored (groundwater/leachate and seawall) in three days. Extra time needed for weather delays or other unforeseen delays will be billed at stated billing rates.
3. All purge water and decontamination water is non-hazardous, and can be dropped off at the Daly City wastewater treatment plant located at 153 Lake Merced Blvd, Daly City, CA 94015.
4. The City provides unrestricted access to Tetra Tech on days when sampling and gauging are performed.
5. One round of comments on draft reports, with all City comments received by Tetra Tech per the dates shown in Schedule provided in Exhibit B.
6. The time to analyze groundwater samples has increased due to the RWQCB request for duplicate samples collected for extractable hydrocarbons (analyzed with and without silica gel cleanup), CAM 17 metals (filtered and unfiltered samples), and ultra-low detection levels for mercury. The cost for laboratory analyses has increased due to the sample duplication.

We look forward to the opportunity to work with the City on this monitoring project. Please contact Mike Velzy at (510) 302-6319 if you have any questions or comments.

Respectfully submitted,

Tetra Tech, Inc.

Michael Velzy, P.E.
Senior Project Manage

Cc: Mike Burnfield, Daly City

Attachments: Table 1 Schedule of Fees and Charges (2022-2023)
Table 2 Cost Estimate for 2022-2023 Landfill Monitoring
Exhibits A through D

TABLE 1
Schedule of Fees and Charges (2022 - 2023)
Mussel Rock Landfill, Daly City, California

Labor Category	Rate ($/hr)
Principal Professional/Project Director	$240
Sr Engineer / Scientist	$169
Database Specialist	$157
CADD / GIS Support	$124
Editor	$92
Staff Engineer / Scientist	$86
Word Processor / Production	$70
Financial Manager	$160

1) Rates listed above are effective for one year.
2) Travel: Travel will be billed at actual cost plus 10% markup. Tetra Tech travel policy is in accordance with the federal travel regulations.
3) External Other Direct Costs and Subcontractors will be billed at cost plus 10%.
4) In-house Other Direct Costs: Copies will be billed at $0.07/copy, plus 10%.

TETRA TECH

TABLE 2
Cost Estimate for 2022 - 2023 Landfill Monitoring
Mussel Rock Landfill, Daly City, California

LABOR		RATE	TASK 1 Monitoring Event 1 (Oct 2022)		TASK 2 Monitoring Event 2 (April 2023)		TASK 3 Seawall Inspection (Feb-March 2023)		TOTAL	
Staff	**Category**	**$/hour**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Mike Velzy	Project Director	$240.00	20	$4,800	20	$4,800	20	$4,800	60	$14,400
Patrick Wooliever	Senior Engineer / Review	$169.00	4	$676	4	$676	2	$338	10	$1,690
Winnie Kwong	Database Administrator	$157.00	16	$2,512	16	$2,512		$0	32	$5,024
Anya Mikheicheva,	Staff Scientist	$86.00	13	$1,118	13	$1,118		$0	26	$2,236
Dustin Gehrett	CAD	$124.00	4	$496	4	$496	3	$372	11	$1,364
Johan Jan	Word Processor	$70.00	4	$280	4	$280		$0	8	$560
Gloria Dirscoll	Financial Manager	$160.00	1	$160	1	$160	1	$160	3	$480
Total Labor			***62***	***$10,042***	***62***	***$10,042***	***26***	***$5,670***	***150***	***$25,754***
ODC COSTS		**Rate**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**
TRAVEL										
Mileage (per mile)		$0.58	120	$70	120	$70	120	$70	360	$209
Subtotal ODCs				$70		$70		$70		$209
Fee on ODCs		10%		$6.96		$7		$7		$21
Total ODCs				***$77***		***$77***		***$77***		***$230***
SUBCONTRACTORS		**Rate**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**	**Qty**	**Amount**
Enthalpy Analytical Laboratory	Oct 2022	$8,800	1	$7,495		$0		$0	1	$7,495
Enthalpy Analytical Laboratory	Apr 2023	$9,750		$0	1	$8,595		$0	1	$8,595
Environmental Sampling Services	Oct 2022	$4,900	1	$5,064		$0		$0	1	$5,064
Environmental Sampling Services	Apr 2023	$4,900		$0	1	$5,064		$0	1	$5,064
F3 & Associates	Feb 2023	$3,000		$0		$0	1	$3,000	1	$3,000
Subtotal Subcontractors				$12,559		$13,659		$3,000		$29,218
Fee on Subcontractors		10%		$1,256		$1,366		$300		$2,922
Total Subcontractors				***$13,815***		***$15,025***		***$3,300***		***$32,140***
TOTAL ESTIMATED PRICE				*$23,933*		*$25,143*		*$9,047*		***$58,123***

MUSSEL ROCK LANDFILL MONITORING 2022 - 2023
EXHIBITS A - D

EXHIBIT A - Scope of Services

Groundwater, Outfall, Seep Water Sampling (2022-2023)

Tetra Tech will follow the monitoring requirements specified in the Updated Waste Discharge Requirements (Order R2-2015-0007) for the Mussel Rock Landfill, prepared by the California Regional Water Quality Control Board – San Francisco Bay Region (RWQCB). The scope of work is defined in the Detection Monitoring Program (Attachment A) in Parts A and B:

The groundwater and surface water outfall monitoring program can be summarized as follows:

- Semiannual groundwater and leachate sampling and analytical testing at wells KMW-1 through KMW-4 and UMW-5 in accordance with Tables 1 and 2 of the Detection Monitoring Program, Attachment A, Part B of the Order R2-2015-0007.
- Semiannual surface water sampling and analytical testing at Outfalls 1, 3, 6, 8a, and 10 in accordance with Tables 1 and 2 of the Detection Monitoring Program, Attachment A, Part B of the Order R2-2015-0007.

A total of 13 samples will be collected for each sampling event (assumes flow from each of the five outfalls) for the full suite of analytical tests, as described below:

- Five groundwater / leachate samples from KMW-1 through KMW-4 and UMW-5 (one sample per well).
- Five surface water samples from Outfalls 1, 3, 6, 8a, and 10 (one sample per outlet; assumes water is sufficiently flowing from each outlet to collect a sample).
- Two duplicate samples will be collected and tested for the full suite of analyses listed in Table 1 of Part B of Attachment A (one sample associated with the groundwater / leachate wells and one duplicate sample associated with the outfalls) for each round of sampling.
- One travel blank sample per sampling event will be collected and analyzed for only volatile organic compounds.

The Mussel Rock Landfill has two well established seeps at or near the bottom of the landfill shown on Figure 2. The seeps are samples periodically only when they are flowing. Tetra Tech has provided an analytical testing contingency if one or both of the seeps are flowing when groundwater is sampled. The contingency covers the additional costs if seep sample analyses is required. The analyses would be in accordance with Table A.

Within each monitoring report, there will be an executive summary, and a comparison of the current data to applicable regulatory human health and ecological risk screening levels, our interpretation of the data, and an updated groundwater contour map of the site. All laboratory and field data will be presented in tabular form that shows all previous and current data.

The analytical parameters and sample frequency specified in Table 1, Attachment A, Part B of Order R2-2015-0007 is copied below. Additionally, The RWQCB has requested that duplicate samples be collected for Total Extractable Hydrocarbons (TPH-d and TPH-mo) and CAM 17 Metals. TPH-d and TPH-mo will be analyzed with and without silica gel cleanup (EPA Method 3630C). CAM 17 Metals will be analyzed as filtered and unfiltered (total) samples.

TABLE A
Groundwater Monitoring Points, Outfalls, and Seeps, Parameters, and Sampling Frequency
Mussel Rock Landfill

ANALYTICAL PARAMETERS	LABORATORY METHOD	SAMPLING FREQUENCY
TPH-Gasoline, Diesel and Motor Oil	U.S. EPA Methods 8260 (GC/MS)/8015B *(1) TPH-g - unpreserved (8260 or 8015B)* *(2) TPH-d and TPH-mo (8015B) with and without silica gel cleanup [EPA Method 3630C])*	Semi-annual (2nd and 4th Quarters)
General Water Quality Parameters: pH, Electrical Conductivity, Alkalinity, Total Dissolved Solids, Total Organic Carbon, Total Kjeldahl Nitrogen, Ammonia, Dissolved Oxygen, Turbidity, and Cyanide	Various Field and Laboratory Methods	Semi-annual (2nd and 4th Quarters)
Pesticides: Endosulfan, Endrin, and Hexachlorocyclohexane (HCH)	U.S. EPA Method 608	Annual (2nd Quarter)
Volatile Organic Compounds Individual analytes too extensive to list	U.S. EPA Method 8260 *(1) Samples unpreserved*	Semi-annual (2nd and 4th Quarters)
Title 22 CAM 17 Metals Antimony, Arsenic, Barium, Beryllium, Cadmium, Cobalt, Copper, Chromium, Lead Mercury, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, Zinc	U.S. EPA Methods 6010B/6020/7470A/1631 *(1) 16 metal analyses performed on filtered and unfiltered [dissolved] samples (6010B)* *(2) Mercury (EPA 1631E)*	Semi-annual (2nd and 4th Quarters)

Source: RWQCB Order R2-2015-0007, Attachment A, Part B, Table 1

Annual Seawall Inspection and Survey (2023)

The Tetra Tech will provide all the information requested by the California Coastal Commission (CCC) relative to seawall inspection in Staff Reports F-8b filed May 30, 2002, (Section 2.2 (Special Conditions), Subsection 2.C) and Staff Report W17a (filed February 24, 2011, Section III (Special Conditions), Subsection 3).

The CCC Staff Report F-8b requires that the City submit to the Executive Director a seawall inspection report of the elevated section of the seawall by November 1 of each year, and that the report be prepared by a licensed geologist, civil engineer or geotechnical engineer. As required by the CCC Staff Report, each monitoring report shall contain five key monitoring elements, including:

1. An evaluation of the existing configuration and condition of the entire seawall,
2. Annual survey and photographs of the seawall taken along a fixed line,
3. Analysis of erosion trends,

4. A description of any migration or movement of rock that has occurred on Site, and
5. Recommendations for repair, maintenance, and/or modifications.

The annual seawall survey will be conducted by F3 & Associates and consist of a land-based survey of 18 (previously19) existing survey points distributed over approximately 200 feet of the upland side of the seawall access road.

The Seawall Inspection and Evaluation Report for 2023 will fulfill the requirements of both the CCC Staff Reports F-8b and W17A, respectively, as a single combined report submitted to the CCC on or before June 1, 2023.

Update to Long-Term Flood Protection Report

The 2015 report (Provision C, Section 9 of R2-2015-0007) evaluated long-term flood protection and sea level rise data from four sources: the Oceanic and Atmospheric Administration, the Army Corps of Engineers, and the National Research Council's Report of Sea Level Rise for the Coasts of California, Oregon, and Washington: Past, Present and Future (2012), and the San Francisco Bay Conservation and Development (BCDC). To update the 2015 report, Tetra Tech will review the hydrologic model and the above data sources for recent changes, and apply those changes as applicable to evaluate potential flooding, and surge and wave run-up on then seawall. Based on the 2016 landfill survey, Tetra Tech will identify the lowest lying areas along the seawall and provide recommendations for increasing the seawall height in these area if warranted.

EXHIBIT B - Project Schedule

The estimated monitoring and survey milestone task dates are shown below for Tasks 1 through 4 and may be subject to change based on weather and availability.

GROUNDWATER/LEACHATE MONITORING

Description	Date
TASK 1 – 2022 Second Semiannual Groundwater Sampling Event	
1. Groundwater & Outlet Sample Collection (week of)	October 10, 2022
2. Draft Groundwater Monitoring Report Submitted to City for Review	January 6, 2023
• Electronic submittal via email	
3. Tetra Tech Receives City Comments on Groundwater Monitoring Report	January 26, 2023
4. Groundwater Monitoring Report Submitted to the RWQCB (uploaded to GeoTracker)	January 31, 2023
5. Final Groundwater Monitoring Report Submitted to the City	February 10, 2023
• Hard Copy with Electronic Copy on USB Drive Mailed to City	
TASK 2 – 2023 First Semiannual Groundwater Sampling Event	
1. Groundwater & Outlet Sample Collection (week of)	April 10, 2023
2. Draft Groundwater Monitoring Report Submitted to City for Review	June 23, 2023
• Electronic submittal via email	
3. Tetra Tech Receives City Comments on Groundwater Monitoring Report	July 26, 2023
4. Groundwater Monitoring Report Submitted to the RWQCB (uploaded to GeoTracker)	July 31, 2023
5. Final Groundwater Monitoring Report Submitted to the City	August 11, 2023
• Hard Copy with Electronic Copy on USB Drive Mailed to City	

SEAWALL INSPECTION

Description	Date
TASK 3 – 2023 Seawall Inspection	
1. Annual Seawall Inspection-Field Survey (week of)	February 20, 2023
2. Draft Annual Seawall Inspection Report Submitted to the City • Electronic submittal via email	April 21, 2023
3. Tetra Tech Receives City Comments on Seawall Report	May 19, 2023
4. Final Annual Seawall Inspection Report Submitted to CCC (2 hard copies with electronic copy on CD) and the City (1 hard copy with electronic copy emailed)	June 1, 2023

EXHIBIT C - Project Budget

Tetra Tech has prepared separate budget estimates for the Task 1 (October 2022 groundwater monitoring), Task 2 (April 2023 groundwater monitoring), and Task 3 (2023 seawall monitoring). The budgets are based on time and expenses, and include all Tetra Tech labor, subcontractor labor, and analytical testing. All investigation-derived waste (IDW) materials such as purge water and decontamination water will be taken directly to the City's waste water treatment facility. Purge water and decontamination water will not be left on-site. Additionally, these costs include semiannual and annual reporting.

Tetra Tech will charge its labor and expenses for the duration of the one-year contract based on the attached fee schedule. All subcontractor and laboratory services will be charged at cost plus 10 percent.

The estimated total budget to provide all the requested services is **$58,123.00** for Tasks 1, 2, and 3 described below. The costs are presented below per task, and are also projected in terms of invoices amounts:

- Task 1 (Monitoring Event 1) - The Tetra Tech proposal price is based on time and materials to implement semiannual sampling and analyses (five wells and five outfalls) in accordance with Order R2-2015-0007, RWQCB request for duplicate Extractable Hydrocarbon and CAM 17 Metals analyses, Exhibit B schedule and preparation of two semiannual monitoring reports. The estimated price to implement Task 1 semiannual sampling, analyses and reporting is **$23,933.00**.
- Task 2 (Monitoring Event 2) – The Tetra Tech proposal price is based on time and materials to implement semiannual sampling and analyses (five wells and five outfalls) in accordance with Order R2-2015-0007, RWQCB request for duplicate Extractable Hydrocarbon and CAM 17 Metals analyses, Exhibit B schedule and preparation of two semiannual monitoring reports. The estimated price to implement Task 2 semiannual sampling, analyses and reporting is **$25,143.00.**
- Task 3 (Seawall Inspection 2023) - The Tetra Tech proposal price is based on time and materials and includes one on-site visual inspection of the seawall with photo-documentation, horizontal and elevation displacement survey (18 points) of the elevated section, and preparation of a letter report. The estimate price to implement the Task 3 seawall inspection is **$9,047.00.**

BUDGET SUMMARY

Task 1: Monitoring Event 1		$23,933.00
Task 2: Monitoring Event 2		$25,143.00
Task 3: Seawall Inspection 2023		$9,047.00
	TOTAL:	***$58,123.00***

EXHIBIT D - Project Team

The following Key Tetra Tech project team members will be directly involved in each sampling event, including conducting the monitoring, sampling, testing, and interpretation of results. Tetra Tech will use

Environmental Sampling Services to collect groundwater and surface water samples. Report preparation, data evaluations, interpretations, and drafting will be performed by Tetra Tech. The people responsible for management and implementation of the scope of work are described below. Patrick Wooliever will assist Mr. Velzy in coordinating field efforts and provide senior technical review.

Mike Velzy, P.E., *Project Manager*. Mr. Velzy is a California registered Professional Engineer (Civil), and is a Senior Project Manager with Tetra Tech in Oakland. Mr. Velzy will be the Manager and Technical Lead on the landfill site monitoring contract and will continue to be the point of contact for the City in all matters regarding the landfill. Mr. Velzy will assist in preparing all reports and work products. He will be one of the Responsible Professionals who will review, approve and stamp/sign all reports prior to submittal to the City (draft) and RWQCB (final).

Patrick Wooliever, P.E., *Senior Review* - Mr. Wooliever is a California registered Professional Engineer (Civil) who has recently been working with Mr. Velzy on a variety of tasks for Mussel Rock Landfill. He will work with the Mr. Velzy to coordinate field activities and provide senior level review to all submittals. Mr. Wooliever has excellent analytical and writing skills with extensive experience working on environmental compliance, and construction oversight projects that lessen client's impact on the environment, improve worker conditions and productivity, and reduce operating costs. He combines analytical rigor, experience, and technologies that are practical and sustainable to find cost efficient solutions for clients.

Anya Mikheicheva, *Staff Geologist* – Ms. Mikheicheva will assist Mr. Velzy in preparing the groundwater and leachate monitoring reports and the seawall inspection report. Ms. Mikheicheva has prepared several technical reports for soil and groundwater investigations since joining Tetra Tech in 2018, including previous Mussel Rock Landfill groundwater monitoring reports.

Winnie Kwong, *System Analyst-Database Management* - Ms. Kwong has 31 years of professional experience in the application of computer systems. Her specialties are applications programming, and data base management and development in Visual Studio, Crystal Reports, Oracle, SQL Server, Access, Visual FoxPro, and FoxPro for Windows and MS-DOS, dBase III. She has been responsible for developing and maintaining all contract-wide costing and budgeting spreadsheets, creating the project breakdown schedules for work assignments.

Subcontractors - Tetra Tech proposes to use the following qualified and experienced subcontractors:

- Enthalpy Analytical (Berkeley, CA) - A California certified analytical testing laboratory will perform the analytical testing on all water samples. Enthalpy Analytical has provided analytical testing services to this project since 2006. Water samples from the 5 monitoring wells and 5 outfalls will be analyzed for the constituents in accordance with Attachment A of Order R2-2015-0007 (Detection Monitoring Program). Additionally, seep water will be collected and analyzed per the Order if there is sufficient flow to collect a sample.
- Environmental Sampling Services (Martinez, CA) - Groundwater and surface water samples will be collected by Environmental Sampling Services, who has sampled groundwater and surface water at Mussel Rock Landfill for the past 12 years.
- F3 & Associates (Benicia, CA) – F3 & Associates provided land surveying services to Tetra Tech at the Mussel Rock Landfill for the past 4 years. They also performed the slope monitoring surveys.

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: **Authorize the City Manager to Execute a Professional Services Agreement for Project Management and Construction Support Services for Various Capital Projects**

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with AGS, Inc. of San Francisco, California, to provide project management and construction support services for the Civic Center North Rooftop HVAC System Replacement & Tenant (HR) Improvements Project, Serramonte Library Improvements Project, and Fire Station 94 Improvements Project.

Background

On November 22, 2021, the City Council approved the use of American Rescue Plan Act (ARPA) funds for HVAC Improvements at Civic Center North as part of the Public Health Infrastructure proposed to respond to COVID-19 concerns. Also, the design funds for tenant improvements to Civic Center North were previously approved to facilitate the relocation of the City's Human Resources Department.

On May 23, 2022, the City Council accepted and appropriated a $2,000,000 grant from the California State Library, which included $1,800,000 for the Serramonte Library.

On June 11, 2022, the City Council approved the Fiscal Year 2022-23 Capital Improvement Program which appropriated additional funds for Fire Station 94 improvements.

Discussion

The Public Works Engineering Division is seeking professional services of an outside consultant for the project management (conceptual design and outreach) and construction support services (inspection and materials testing) for the Civic Center North Rooftop HVAC System Replacement & Tenant (HR) Improvements Project, Serramonte Library Improvements Project, and Fire Station 94 Improvements Project. Due to the multifaceted needs of implementing complex facility improvement projects, the services of a firm with both project management and construction management experience with facility and HVAC projects is desired.

AGS, Inc. has sufficient staff and the qualifications needed for the project. Construction of the three projects is anticipated to commence in late 2023 and be completed in 2024 and 2025.

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

- Coordinate with city departments regarding plans for each facility

- Project scoping
- Compliance with funding requirements and deadlines
- Oversee and project manage the development of design plans, specifications, and construction cost estimates (PS&E), with said PS&E being developed by a consultant firm to be selected at a later date
- Bid construction and support
- Construction management services to interpret the contract documents and provide direction to the contractor on issues of a technical and non-technical nature
- Construction inspection services to perform observation, coordination and acceptance of testing as specified in the contract specifications
- Subconsultant management

The proposed professional services agreement does not include full design and development of plans, specifications, and estimates (PS&E) at this time. Once the conceptual design, if applicable, and outreach are complete, AGS would assist the City to procure design services for full PS&E development for each project, and would oversee additional consultants on the City's behalf.

Fiscal Impact

The professional services agreement provides for a not-to-exceed fee of $309,292.90. An additional $30,929.10 (10%) is needed for contingencies for a total amount not to exceed $340,222.00.

Sufficient funds are available in the previously approved and appropriated Fiscal Year 2021-22 General Capital Project Fund – Serramonte Library Elevator project account 31-313-911, Civic Center North HVAC project account 31-313-929, Civic Center North Tenant Improvement project account 31-313-909, and Fire Department Administration Breakroom Installation project account 31-313-539.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement for professional services with AGS, Inc. of San Francisco, California, to provide project management and construction support services for the Civic Center North Rooftop HVAC System Replacement & Tenant (HR) Improvements Project, Serramonte Library Improvements Project, and Fire Station 94 Improvements Project.

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

Respectfully submitted,

Kevin Fehr
City Engineer

Richard Chiu, Jr.
Director of Public Works

Attachment: Professional Services Agreement

AGREEMENT WITH AGS, INC.
FOR PROFESSIONAL SERVICES
FOR PROJECT MANAGEMENT AND CONSTRUCTION SUPPORT SERVICES FOR THE DALY CITY CAPITAL PROJECT SWARM
City of Daly City

This Agreement, made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and AGS, Inc., a California C-Corporation ("CONSULTANT"):

AGS, Inc.
5 Freelon St
San Francisco, CA 94107

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the professional services for project management and construction support services for the Daly City Capital Project Swarm.

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 AGS, Inc. dated March 3, 2022, Exhibit B to this Agreement, the Cost Proposal dated July 15, 2022, and Exhibit C to this Agreement, Scope of Services, each 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 the Effective Date and be completed within two (2) years.

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 and Exhibit C, CITY agrees to pay CONSULTANT, on a time and materials basis, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference. In no event shall CONSULTANT's total compensation under this Agreement exceed three hundred nine thousand two hundred ninety-two and 90/100 ($309,292.90).

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 – SB 1383 COMPLIANCE

To the extent applicable, CONSULTANT shall comply with the requirements set forth in SB 1383 and Public Contracts Code Section 22150 for the procurement of recycled paper products. To the extent that the fitness and quality are equal, CONSULTANT shall purchase recycled products, as defined in Public Contracts Code Section 12200 instead of nonrecycled products. Upon completion of the term of this Contract, CONSULTANT shall provide records to the CITY demonstrating compliance with this section, including copies of all invoices, receipts, or other proofs of purchase that detail the procurement of paper products.

SECTION 14 - 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 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, to the extent actually caused by 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 hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are 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 15 - 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) 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 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 16 - 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 17 - 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 18 - 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 19 – 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - NOTICES

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

To CITY: Kevin Fehr
Department of Public Works
333 90th Street
Daly City, CA 94015

To CONSULTANT: AGS, Inc.
Attn: Bahram Khamenehpour
5 Freelon St
San Francisco, CA 94107

SECTION 25 - 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 26 – 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 27 - 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.

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

CITY OF DALY CITY

_____
Shawnna Maltbie
City Manager

CONSULTANT

AGS, INC.

_____
Bahram Khamenehpour
President

APPROVED AS TO FORM

_____
Rose Zimmerman
City Attorney

Exhibit A

AGS

PROPOSAL FOR
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

PRESENTED TO

THE CITY OF DALY CITY

MARCH 3, 2022

On Cover:

AGS Construction Manager on a site walk.

AGS

Table of Contents

Section	Page
1. Cover letter	1
2. Acknowledgement of Addenda	1
3. Firm Profile and Project Team	2
4. Relevant Experience	33
5. Approach, Organization, and Local Presence	44
6. Additional Services	49
7. Exhibits, Schedules, Forms	50

1, 2 COVER LETTER, ACKNOWLEDGEMENT OF ADDENDA

On Reverse:

AGS performed Project Management Support Services for SFO Wayfinding Enhancement Project.

Pictured: Wayfinding being installed.

AGS

Mr. Kevin Fehr
City Engineer - Engineering Division, Public Works Department
City of Daly City
333 90th Street, 2nd Floor
Daly City, CA 94015

March 3, 2022

Subject: Proposal for Project and Construction Management Services, Daly City Capital Project Swarm Various Facility, Park, Library and Other Improvments

Dear Mr. Fehr,

Daly City's Public Works Department (PWD) is seeking a reliable, specialized support team for project and construction management of several capital projects. In addition to professional expertise, Daly City requires a team that is cost and schedule conscious, and will be readily **available** and **flexible** to respond to a variety of requests for these services on an as-needed basis. As the Prime consultant, AGS proposes to lead a **highly qualified team**, manage and execute this contract, and deliver exceptional project outcomes. AGS has a long successful history working with public agencies and understands that execution of tasks for multiple projects simultaneously requires proven contract management and responsiveness from a highly qualified team. Our proposed team is local, located within 10 miles of your offices, and specialized to meet all the tasks outlined in your scope of services. The team has an established history in project execution and realizes what is required to meet objectives of immediate tasks while supporting the PWD.

AGS' approach to staffing will ensure **responsive** and **dependable project delivery** for the Capital Project Swarm contract. In assembling our team, we have carefully identified PWD's objectives in Section C - Project Description and Section D - Scope of Services of the Request for Proposal (January 26, 2022) to implement and support the tasks foreseen under this contract. Each subconsultant and staff member was hand selected for their technical expertise, working history with both AGS and public agencies, and commitment to the Project and Construction Management needs of the City of Daly City.

Demonstrated Understanding of PWD Standards and Goals. Because AGS and our key team members have successfully worked together on similar projects, we have a thorough understanding of the PWD's design, construction, and communication standards. We will serve as an extension of the PWD staff. Our **in-depth knowledge** in these areas will **reduce time and costs** related to the successful delivery of the tasks and, ultimately, the delivery of the project construction. The potential savings mean more funding available to the City of Daly City for its vital capital improvement or maintenance projects.

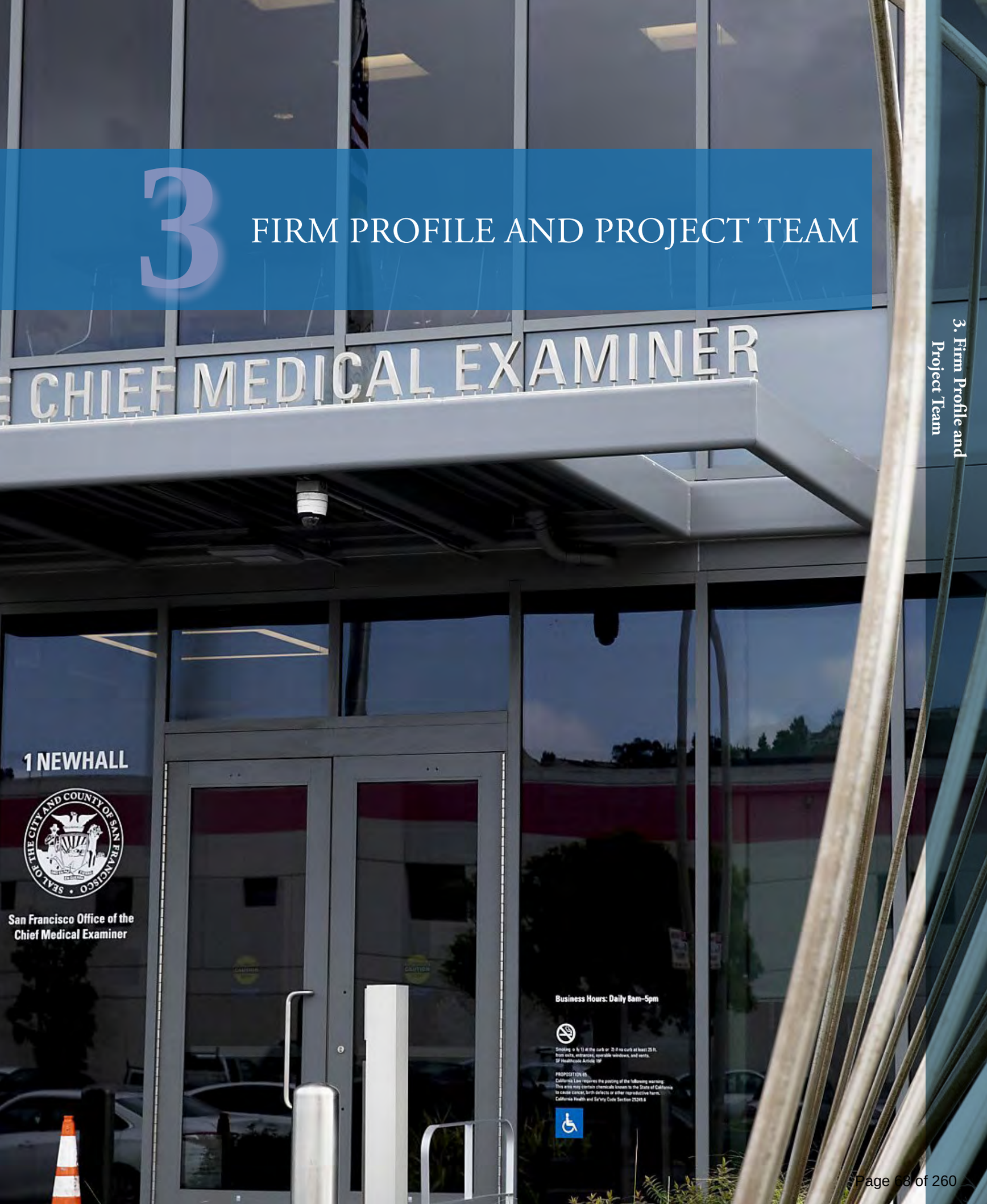
Acknowledgement of Prevailing Wage Requirement and Addenda. AGS acknowledges that our team shall comply with the State of California's Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state and local laws and ordinances applicable to work.

AGS appreciates this opportunity to submit our qualifications. Our contact person for this contract is myself, Bahram Khamenehpour. I can be contacted by any of the following methods: Telephone (415) 777-2166 x21 or email: Bahram.Khamenehpour@agsinc.com.

Very Truly Yours,

Bahram Khamenehpour, Ph.D., PE, GE
President

3 FIRM PROFILE AND PROJECT TEAM



On Reverse:

Office of the Medical Examiner
AGS performed professional services for remodeling and additions to the San Francisco Medical Examiner building for SFPW.

Pictured: Exterior of the building.

AGS

3. FIRM PROFILE AND PROJECT TEAM

A. EXPERTISE, EXPERIENCE, ABILITY TO PROVIDE THE SERVICES

PROVEN TEAM

AGS, founded in 1983, is a multidisciplinary engineering firm providing services in project management, construction management, project controls, civil/structural engineering, construction engineering and inspection, geoscience (geotechnical engineering, geology, and environmental engineering), and laboratory testing. We have thorough understanding of public works procedures and protocol from completing hundreds of tasks for SFPW.

As the Prime Consultant, AGS will lead a team of key personnel experienced in working on projects similar to the Capital Project Swarm. AGS has a deep bench of qualified resources in architecture, civil, structural, and geotechnical engineering – employing more than 28 professionals, many with advanced degrees and professional licenses in civil, structural, and geotechnical engineering, and a strong construction management support team familiar with working with City agencies.

The success of the AGS Team hinges on our ability to respond quickly, communicate clearly, and provide comprehensive Project Management and Construction Management Services to the City of Daly City. To make sure your Public Works Department receives high-quality support, we have formed a team who is local, brings substantial expertise and redundancy in every service category in the Scope of Services, and team members who have worked under similar as-needed contracts at SFPW, SFPUC, SFRP, SFO and other public agencies. This allows us to achieve greater consistency in what we deliver and efficiency in how we deliver it – providing you with better control of project success.

PRIME CONSULTANT

AGS

☑ 30+ Years PCCM Experience	☑ 38 Years in Business
☑ 28 Employees	☑ 37 Years of Public Works Projects

AGS, Inc. is a multidisciplinary architecture and engineering firm providing services in project controls and construction management, architecture, civil/structural engineering, and geoscience (geotechnical engineering, geology, and environmental engineering). AGS has excellent in-house support facilities including a state-of-the-art soil testing laboratory and extensive technological capabilities. The firm, based in San Francisco, provides a wide range of services to public agencies and private clients.

As the Prime Consultant, AGS will lead a team of key personnel experienced in working with the City of Daly City and other public agencies. AGS has a deep bench of qualified resources – employing more

than 28 professionals with advanced degrees and professional licenses in architecture, civil, structural, and geotechnical engineering, and a strong construction management support team.

AGS' adherence to quality assurance plans is key to our responsiveness and successful performance. Our clients speak best to the high quality of the services we have provided by repeatedly utilizing our services on multiple projects.

AGS' experience most relevant to the scope of services for the Capital Project Swarm contract includes smaller-scale projects such as Project Management for the California Theater in Pittsburg, several projects for the San Francisco Recreation and Parks Department under an As-Needed Construction Management Contract, as well as and ongoing work at SFO. We have also led PMSS teams as a JV partner for multiple ongoing and completed projects for Terminal 1 New Boarding Area B, the Wayfinding Enhancements Program, Gate Enhancements, and the recently completed Fire House No. 3 and Security Checkpoint Re-location. Since the 1980s, SFO has been a valued client of AGS, providing as-needed support services for ten (10) contracts including civil, geotechnical, environmental engineering, and construction management. AGS' relevant projects include:

- SFRP As-Needed Construction Management Services
- SFPW As-Needed Multi-Discipline CM Services
- City of Oakland On-Call CM Services
- SFPW SFFD Ambulance Deployment Facility at Fire Station 9
- SFPW Maxine Hall Health Center Seismic Retrofit
- SFPW San Francisco General Hospital Building 5 Retrofit
- SFPW Fire Station 5
- SFPW Rehabilitation and Detention Facility (RDF) Building Hall of Justice
- SFPW Remodeling and Additions to San Francisco Medical Examiner Building
- SFPW Palega Recreation Center
- SFPW Transbay Block 3 Parks and Alleys
- SFPW (formerly SFDPW) Seismic Assessment of City-Owned Buildings
- SFPW (formerly SFDPW) Chinese Recreation Center
- SFPW (formerly SFDPW) San Francisco Fire Department Station 29 Renovation
- SFPW (formerly SFDPW) Pier 22 ½ - Fire Station 49-Fire Boat Headquarters Seismic Upgrade
- SFPW (formerly SFDPW) Fire Station 40 Seismic Upgrade
- SFPW (formerly SFDPW) Fire Station 8 Rehabilitation
- SFPW (formerly SFDPW) Fire Station 8 Expansion and Seismic Upgrade
- SFPW (formerly SFDPW) San Francisco 95 Fire Cisterns
- SFPW (formerly SFDPW) Seismic Analysis of 55 San Francisco Fire Facilities
- SFO PMSS Fire House No. 3 (FH3) and South Field Checkpoint (SFCP) Relocation Project, San Francisco International Airport, CA
- SFO PMSS Activation Planning, Security Infrastructure Program, San Francisco International Airport, CA
- SFO As-Needed CM Support Services, San Francisco International Airport, CA
- Lawrence Livermore National Laboratory, Infrastructure and Special Equipment Technical Services

SUBCONSULTANT TEAM

YEI Engineers, Inc. (YEI) has been providing mechanical, electrical, and plumbing engineering services to both private and public sector clients since 1975. They employ 20 engineering professionals covering Mechanical, Electrical, and Plumbing services. YEI has completed projects for industrial, governmental, institutional, and commercial facilities for designs, feasibility studies, facility condition assessments, building code analysis, peer reviews, value engineering, seismic retrofits, and master planning of electrical and mechanical systems. YEI produces reports, plans, specifications, cost estimates, and complete construction documents for new and existing facilities. YEI also provide evaluation, analysis, design/build bridge documents, criteria and documentation for LEED certification.

YEI's selected experience relating to this contract includes:

- Lawrence Berkeley National Lab, Building 37 Cooling Tower Replacement, Berkeley, CA
- County of Santa Clara, Department of Taxation and Collections, San Jose, CA
- County of Santa Clara, Elmwood Correctional Facility HVAC Assessment, Milpitas, CA
- NAVFAC-SW, Travis Air Force Base Alert Force Complex Study, Fairfield, CA
- NAVFAC-SW, Travis Air Force Base HVAC Upgrade of 7 Buildings, Fairfield, CA

Address:	Contact:
7677 Oakport St., Suite 200 **Oakland, CA 94621**	**Patrick R. Mallillin, PE** **(510)957-1613 | pmallillin@yeiengineers.com**
☑ 46 Years in Business	☑ 20 Employees

MicroEstimating, Inc., founded in 2004 by Henry Tooryani, has been providing preconstruction services for more than 17 years to both public and private clients throughout California, with a team of professionals who each have a minimum of 30 years of experience. They have no "junior" staff. All team members are deeply experienced professionals, so client projects are never handed down to less experienced staff. Their reputation for realistic cost estimates, insightful value engineering, and thorough constructability reviews have resulted in most of their clients becoming repeat clients. MicroEstimating has performed services for many public agencies. MicroEstimating Inc. is a California corporation, and a certified SBE firm that has been financially stable since it incorporated in 2004. Microestimating specialize in Public Works, Transportation (Aviation/Highway/Rail), Infrastructure and Water Management, Research/Laboratory, Healthcare and Hospitals, Research & Pharmaceutical, K–12 Schools, and College and University projects of all sizes, including historic building renovations/reconstruction. Services encompass: Cost Estimating, Budget & Cost Control, Constructability Review/Value Engineering.

- Jerry Garcia Amphitheater improvement Project, San Francisco, CA
- Shoreview Park Improvements, San Francisco, San Francisco, CA
- San Francisco Fire Station #5
- Ambulance Deployment Facility, San Francisco, CA
- Fire Station #31, San Francisco, CA
- Fire Station #2, San Francisco, CA
- Child Support Services Building, San Francisco, CA
- Point Reyes Fire Station Remodel, Marin County, CA
- Development Center Rooftop HVAC Equipment Replacement, Fremont, CA

- Corte Madera Library Re-roofing & Life Safety Improvements, Corte Madera, CA

Address:	Contact:
850 South Van Ness Avenue, Suite #26, San Francisco, CA 94110-1928	**Henry Tooryani, Principal (415) 826-9626 | HTooryani@microestimating.com**
☑ 17+ Years in Business	☑ 2 Employees and 7 Consultants

RES ENGINEERS, INC. Since 1995, **RES Engineers, Inc. (LBE)** has provided quality special inspections and materials testing services. Started by Ross Esfandiari, RES mission statement has been "Provide the highest quality service in a time and cost effective manner." Over the last 26 years, that simple motto has seen RES grow to 32 employees, engineers and inspectors alike. And in those 26 years RES has worked on a variety of projects ranging from soft story retrofits to the Bay Bridge.

RES prides itself on providing quality special inspection and materials testing services to clients. RES has built a reputation for providing exceptional performance by delivering on time and on budget. The staff of RES works closely with the project team, owners, project managers and construction personnel to ensure that projects meet expectations. RES offers a rich portfolio of innovative, cost-effective testing and inspection services for all projects. The scope of RES' work ranges from new construction to renovation, rehabilitation, modernizations, seismic retrofit and upgrades of a broad range of projects.

RES Inspectors are local 3 Operating Engineers members. Thus all RES employees are paid per prevailing wage. RES believes in empowering their special inspectors to take ownership over their work. RES believes when our inspectors are heard and respected, their quality of work will be higher.

One unique attribute of RES is the close working relationship between the client and field personnel. This cooperation ensures a practical combination of a field engineering approach to all projects, and effective problem-solving with materials and construction issues.

RES and its senior special inspectors and laboratory personnel are accustomed to working with large and small-scale government funded projects. We treat our Owners, Clients and Construction crews with the same respect and flexibility no matter the project size. Our primary emphasis is total customer satisfaction, which is why nearly all of our clients have remained clients throughout our company history.

RES' selected experience relating to this contract includes:

- SFRP As-Needed Construction Management Services (2019 - Active)
- SFO Construction Management Services (2019- Active), San Francisco International Airport, CA
- SFO PMSS- Terminal 1, Boarding Area B, San Francisco International Airport, CA
- SFO PMSS- Boarding Area A Gate Enhancements, San Francisco International Airport, CA
- SFO Southfield Fire Station #3, San Francisco International Airport, CA
- SFPW As-Needed Special Inspection and Materials Testing Contract 2017-2022 and 2013-2017
- SFPW (formerly SFDPW) Public Health and Safety Bond As-Needed Special Inspection and Materials Testing Contract 2017-2023
- Port of San Francisco As-Needed Engineering and Professional Services Contract- GHD and COWI Team (2013-Active)
- SFPUC Southeast Community Center - 1550 Evans Street

Address:	Contact:
1250 Missouri Street, Suite 207 San Francisco, CA 94107	**Ross Esfandiari, M.S./P.E. (415)822-4625 x304 | Ross.E@resengineers.com**
☑ 26 Years in Business	☑ 32 Employees

PROJECT TEAM

KEY
- (AGS) AGS, INC.
- (MEI) MICROESTIMATING, INC.
- (RES) RES ENGINEERS
- (YEI) YEI ENGINEERS

Indicates Key Personnel, Resume Included

TECHNICAL ADVISORY / QAQC
Kenneth Litle, PE, PLS, LEED AP (AGS)

PRINCIPAL-IN-CHARGE
AND CONSTRUCTION MANAGER
Bahram Khamenehpour, PhD, GE (AGS)

LEAD PROJECT &
CONSTRUCTIONMANAGER
Felix Liu, LEED (AGS)

Task 1: General Project Management

PROJECT MANAGER
Felix Liu, LEED (AGS)

SCHEDULING OVERSIGHT
TIME IMPACT EVALUATIONS
David Rowe (MEI)

STAKEHOLDER ENGAGEMENT
Felix Liu, IEED (AGS)

COST ESTIMATING
Henry Tooryani, CPE, LEED AP (MEI)

PUBLIC OUTREACH
Lauren Mallas, AIA NCARB (AGS)

Task 2: Contract Administration, Public Bidding and Consultant Procurement
Task 4: Construction Management

CONSTRUCTION MANAGERS
Rand Coudray, PE (AGS)
James Herrenbruck (AGS)
Stefan Hoffmeister, PE (AGS)

PROJECT CONTROLS MANAGER
Meena Satyavolou (AGS)

DOCUMENT CONTROLS MANAGER
Anthony Simas (AGS)

TIME IMPACT DELAY ANALYST
Meena Satyavolou (AGS)
Anthony Simas (AGS)

INSPECTION / SPECIAL INSPECTION
OVERSIGHT
Ross Esfandiari, MS, PE (RES)
Joseph Farrow, PG (AGS)

COST ESTIMATING,
VALUE ENGINEERING
Henry Tooryani, CPE, LEED AP (MEI)

CHANGE ORDER NEGOTIATION
Anthony Simas (AGS)

HEALTH & SAFETY OVERSIGHT
Peter Jaramillo, CIH (AGS)

PUNCHLIST & CLOSEOUT CONTROLS
James Herrenbruck (AGS)
Anthony Simas (AGS)

Task 3: Design Support and Preparation of Certain Bidding Documents

DESIGN MANAGER
Kenneth Litle, PE, PLS, LEED AP (AGS)

MEP REVIEW
Patrick Mallillin, PE, LEED AP (YEI)

CIVIL REVIEW
Erik Scheller, PE, QSD (AGS)

GEOTECHNICAL REVIEW
Kamran Ghiassi, PhD, PE, GE (AGS)

STRUCTURAL REVIEW
Armin Masroor (AGS)

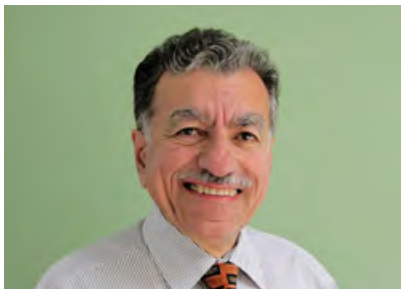
ENVIRONMENTAL REVIEW
Peter Jaramillo, CIH (AGS)

SUSTAINABILITY REVIEW
Brandon Yee, PE, LEED AP BD+C

C. PRIME CONSULTANT RESUMES

Bahram Khamenehpour PhD, PE, GE

Principal in Charge, Contract Manager



Firm: AGS, Inc.

Position with Firm:
Senior Principal Geotechnical Engineer

Years of Experience: 33

Education:
Ph.D., University of California, Berkeley, Geotechnical Engineering, 1983

M.S., University of Illinois, Urbana, Geotechnical Engineering, 1978

B.S., University of Tehran, Iran, Civil Engineering, 1977

Professional Registrations:
Registered Civil Engineer, State of CA, 1985, #39660
Registered Geotechnical Engineer, State of CA, 1988, #2104

Since joining AGS in 1983, Bahram Khamenehpour has directed and assisted multi-discipline engineering teams for repeat, as-needed contracts for many Bay Area agencies. A significant portion of his career has been dedicated to airport, port and federal projects. Bahram is an expert at managing as-needed contracts and complex teams with 30+ years of experience for the SFPW, San Francisco DBI, SFPUC, Port of Oakland, Port of San Francisco, and others. He enjoys an excellent track record of quickly responding to clients' needs, adhering to project schedules, and maintaining proper budget controls. His responsibilities have included managing multidisciplinary teams for many as-needed/on-call contracts for many prominent local public agencies.

RELEVANT EXPERIENCE

SFO PMSS Fire House No. 3 and South Field Checkpoint Relocation, San Francisco, CA. Principal-in-Charge. In preparation for the remodel of Terminal One, Fire House No. 3 and South Field Checkpoint were relocated. As a JV partner, AGS was responsible for establishing project controls, document controls, and design management and activation and commissioning of the project. AGS also prepared a geotechnical study report and developed geotechnical and seismic design criteria for the proposed Firehouse including field exploration, lab testing, geotechnical engineering analysis and report preparation. As part of the study, AGS performed extensive geologic and seismic hazard analysis for the proposed projects.

SFO, Project Management Support Services (PMSS) International Terminal - Phase 2, San Francisco International Airport, CA. Contract Manager. This project encompasses the renovation of the Departures and Arrivals Levels of the International Terminal to meet current forecasted international passenger growth and to increase revenue generating opportunities by enhancing the guest experience and optimizing operations. AGS provides daily coordination and oversight

Fire House No. 3 and South Field Checkpoint Relocation

of this Design-Build contract. The airport must remain operational during the course of the project.

SFO Terminal 1 Boarding Area B (BAB) Project, San Francisco International Airport, CA. Contract Manager. This Design-Build project added 25 new gates, passenger loading bridges, new concessions, a mezzanine with connections to the AirTrain, public transit and the Central Parking Garage, and new post-security corridors connecting to the International Terminal A and Boarding Area C. As a JV partner, AGS provided PMSS including the daily management, coordination and oversight of the Design-Build contract for the New Boarding Area B Project.

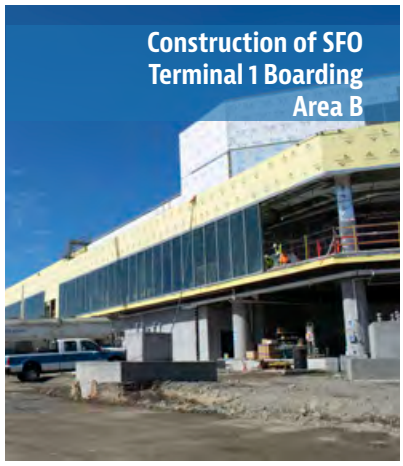
SFPW As-Needed Geotechnical Engineering Services (multiple contracts), San Francisco, CA. Senior Principal Geotechnical Engineer. AGS managed and completed over 100 tasks from four consecutive contracts from 2005 including the SFFD Ambulance Deployment Facility, SF General Hospital Building 5 Retrofit, Fire station 5, Fire Station 49-Fire Boat HQ, and Rehab and Detention Facility Building Hall of Justice.

San Francisco International Airport (SFO) As-Needed Professional Engineering Services Geotechnical Contract, San Francisco, CA. Geotechnical Project Manager. This contract required specialized geotechnical engineering services for foundation and geotechnical issues as requested for design and construction of various Airport structures at San Francisco International Airport, such as the Perimeter Dike Improvement Study, San Francisco Bay Trail Alignment Study, and Airport South Oxidation Pond Improvements Project.

Port of San Francisco As-Needed Engineering and Related Professional Services, San Francisco, CA. Senior Principal Geotechnical Engineer. For four consecutive contracts since 2006. AGS performed work across various disciplines – civil/structural, geotechnical, HazMat, etc. Some of the tasks include Pier 52/54 Boat Launch Ramp Geotechnical Study, Hyde Street Harbor Fuel Substructure Dock Geotechnical Engineering, and Wharf J9 Deck and Seawall Repair.

SFPW Mission Rock Development, San Francisco, CA. Principal-in-Charge. AGS provided inspection and testing of Lightweight Cellular Concrete (LCC) construction, reviewed the LCC construction plan and site improvements for seismic hazard mitigation, and manged inspection and provided quality assurance for LCC construction.

San Francisco Public Utilities Commission (SFPUC) As-Needed Geotechnical Engineering Services, San Francisco, CA. Contract Manager/Lead Engineer. AGS has been providing geotechnical services for the implementation and completion of various SFPUC projects at any stage, including initial planning, programming, design, construction and start-up. Services also include drilling, lab testing and other specialized services. Contract Order Services have included: Services during Construction of Sunol Valley WTP Plant Improvements; Millbrae Yard Improvements; Ashbury Heights Tank; Auxiliary Water Supply System [AWSS] Pump Station 2.


Construction of SFO Terminal 1 Boarding Area B

SFFD Ambulance Deployment Facility

Kenneth Litle PE, PLS, LEED AP

Technical Advisory/QAQC, Design Manager

Firm: AGS, Inc.

Position with Firm:
Senior Principal Civil Engineer

Years of Experience: 30+

Education:
BS, Civil Engineering, Colorado School of Mines, 1978

Professional Registrations:
Registered Civil Engineer, CA #39230

Professional Land Surveyor, CA #L8018

Registered Professional Engineer, HI #7874C

US Green Building Council LEED® Accredited Professional

Ken has over 40 years of extensive experience as a design engineer and project manager. He manages the design and review of all phases of municipal development and public works projects, oversees Quality Assurance/Quality Control procedures, monitors all project schedules and budgets. Ken also reviews technical papers and reports including utility studies, contract documents and specs, and documentation.

Ken is a LEED AP with extensive experience on LEED certified projects. He is also a Registered Land Surveyor with years of surveying and mapping experience including oversight of survey field crews and office personnel in preparation of topographic surveys, tentative maps, parcel maps, final subdivision maps, legal descriptions, and construction surveying.

RELEVANT EXPERIENCE

Pier 70 Crane Cove Park, San Francisco, CA. Sr. Principal Civil Engineer. Ken led civil engineering services for the Park Master Plan and subsequent Design Phases for Crane Cove Park at Pier 70, a 69-acre historic shipyard and brownfield site. These services included design of proposed site utilities, proposed storm drain system for the park, including a Stormwater Management Plan which was consistent with the San Francisco Stormwater Design Guidelines. Ken coordinated with the Landscape Architect and Geotechnical Engineer to assist in addressing grading, earthwork and contaminated soil remediation issues.

East Contra Costa County (eBART) Hillcrest Parking Lot project, Antioch Station, CA. Ken was Principal Civil Engineer for final plans, specifications and cost estimate for a 1,000 stall parking lot and 1,900-lf access road near Hillcrest Avenue in Antioch on a 16-acre site. The project included civil, landscape, structural and lighting services. The project incorporated sustainable practices including renewable energy

with a 1.96 MW carport photovoltaic system, LED lighting, storm water infiltration and detention, and drought-tolerant landscaping. The firm also coordinated with Caltrans regarding the interchange design, roadway alignment, permitting, and SWPPP.

San Francisco International Airport, Terminal 3 East Improvements, San Francisco, CA. Project Manager/Principal Civil Engineer. Ken was responsible for utility relocation, paving, grading, pavement marking, for 40,000 square feet of building addition and renovations at Terminal 3. Civil services included site investigation and drawing review; preparation of on-site grading and pavement plans; delineation of utility relocations, determination of site demolition plan, preparation of layout and paving plans, erosion control plans, and construction details; writing of specifications; and design services during construction. Pavement striping plans were prepared for aircraft movements and parking.

UC Hastings College of Law Building Replacement Project, San Francisco, CA. Sr. Principal Civil Engineer. Ken oversaw the civil engineering design scope of UC Hastings' new 57,500 GSF academic building including services from schematic design, design development, contract document peer review services, and construction administration services. AGS' site improvement plans included a site investigation of existing facilities (water, sewer, gas, electric and storm facilities), sidewalk improvement plan, utility plan, and stormwater control plan.

Treasure Island Infrastructure and Street Improvement Project, San Francisco, CA. Principal Civil Engineer. Ken led civil engineering design services for Phase 1 of the 465-acre brownfield redevelopment project. Ken's team was responsible for all civil infrastructure in the public ROW in a 5-block area, including streets, sidewalks, paving, grading, water, recycled water, sewer, storm drain, supplemental fire water system, sign and striping, details for stormwater management BMPs, and curb ramps. AGS was responsible for coordinating the work in the public right-of-way, between all consultants, including landscape, joint trench, shoreline improvements, geotechnical, and traffic engineering. AGS also provided design services during construction.

San Francisco International Airport, Terminal 1 Center Renovation Project, San Francisco, CA. Principal Civil Engineer. AGS' civil engineering team provided Early Construction Packages for site utilities and demolition, prepared Programming and Conceptual Design Documents and designed a full set of Construction Documents with demolition plans, site improvement plans, grading plans, utility plans and construction details. AGS performed construction support services and provided additional services for enabling projects for this project Airport-wide.

Felix Liu LEED AP

Lead Project/Construction Manager, Stakeholder Engagement

Firm: AGS, Inc.

Position with Firm:
Contracts/Change Control in Construction Mgmt Field

Years of Experience: 9

Education:
BS, Architectural Engineering, Cal Poly San Luis Obispo

Certificate Program in Construction Management, City College of San Francisco

Professional Registrations:
LEED AP

Technical Skills:
Revit / AutoCAD

RISA 2D/3D Suite

Adobe Creative Suite

MS Office Suite

Oracle Primavera P6

Felix Liu is an experienced engineer and project controls specialist with a wide range of technical capabilities. His experience include projects for public works, municipal transportation, and both public & private projects. He is familiar with local/state/federal codes and guidelines including ASCE, AISC, NDS, MSJC, IBC, CBC, ACI, and FEMA Guidelines. Additionally, he is experienced in seismic rehabilitations and design in steel, timber, masonry, and concrete.

RELEVANT EXPERIENCE

Terminal 1 Boarding Area B (BAB) Project, San Francisco International Airport, CA. Contracts / Change Control – Felix heads the Project Controls team within the PMSS (Project Management Support Services) team for SFO's New Boarding Area B project and was previously part of the SEP (Stakeholder Engagement Process) Team for the entire Terminal 1 program (Terminal 1 Center Renovation + Baggage Handling BHS, and the Programming of Terminal 1 North and South.)

SFDPW Stanyan and Balboa Streets Renovation, San Francisco, CA. Project Engineer. Coordinated with subcontractors and city officials to ensure timely completion of multiple complex and high priority public works projects. Scheduled and executed projects to ensure cost effectiveness and within budget. Managed and generated change orders, progress billings, work reports, and project documentation in accordance to project contract requirements.

SFO Terminal 3, San Francisco International Airport, CA. BIM Modeler. Addressed and resolved design conflicts through coordination modeling and direct dialogue with engineer/architect. Produced and maintained construction documents for pre- and ongoing construction. Analyzed and identified possible architectural and various design issues within the construction documents.

SFMTA Central Subway Chinatown Station, San Francisco, CA. BIM Coordinator. Resolved and mitigated field conflicts by providing support on design and technical issues within the BIM environment. Successfully implemented company and project standards to convey design intent on both 2D and 3D documentation. Consistently met project submission deadlines with speed and accuracy for pre-construction deliverables.

Construction of SFO Terminal 1 Boarding Area B

Meenakshi Satyavolu

Project Controls Mgr., Scheduling Oversight, Time Impact Analysis

Firm: AGS, Inc.

Position with Firm:
Project Controls Manager

Years of Experience: 16

Education:
MS, Civil and Environmental Engineering, Stanford University

B.Arch, Architecture, Anna University, Chennai, India

Professional Data:
OSHA Safety Training, 10-hour Construction Safety Training Program

Skills:
Autodesk Revit Suite & Navisworks
VICO Construction Suite
ADT
ArchiCAD
ARCH-T
3D Studio Max
4D CAD
Adobe Suite
Timberline
Primavera
MS Project
SureTrak

Meena Satyavolu is a project engineer with more than 16 years of experience in project controls and scheduling, civil engineering, environmental engineering, and architecture. Meena currently supports PMSS teams for the Wayfinding Enhancement Program and Gate Enhancements. She is an expert in Virtual Design & Construction, with a track record of nearly 40 VD&C projects performed in Northern California. She also has extensive international work experience in the Middle East and South Asia. Meena has served as a Project Engineer for public and private sector clients. She was Project Engineer for the $32M 800- car Music Concourse Parking Facility at Golden Gate Park. She developed bid packages, analyzed bids, interviewed bidders, and managed RFIs and submittals for the project. She managed and exceeded San Francisco Human Rights Commission minority participation requirements. Meena's skills include: Primavera, Autodesk Revit Suite, Autodesk Navisworks, VICO Construction Suite, ADT, ArchiCAD, ARCH-T, 3D Studio Max, 4D CAD, Photoshop, Adobe Suite, Timberline, MS Project, and SureTrak.

RELEVANT EXPERIENCE

SFO PMSS Wayfinding Enhancements Program, San Francisco International Airport, CA. Project Controls Manager. Meena managed and oversaw project controls on this $36M airport-wide improvement program which included project planning and scheduling, cost estimating and monitoring, and quality review. She oversaw and controlled project data on the Primavera Unifier tool while establishing baselines and updates to both the cost and schedule. Meena managed budgets, cash flows, funding requests, estimates, invoices, payments, change management and overall cost control. She supervised the maintenance of a register of potential cost risks as well as a register of actual and committed costs. She was responsible for aggregating schedules from the Design-Build Team, SFO, and Stakeholders to ensure that costs and schedules are aligned with the current project needs. Meena's orientation is to finding solutions.

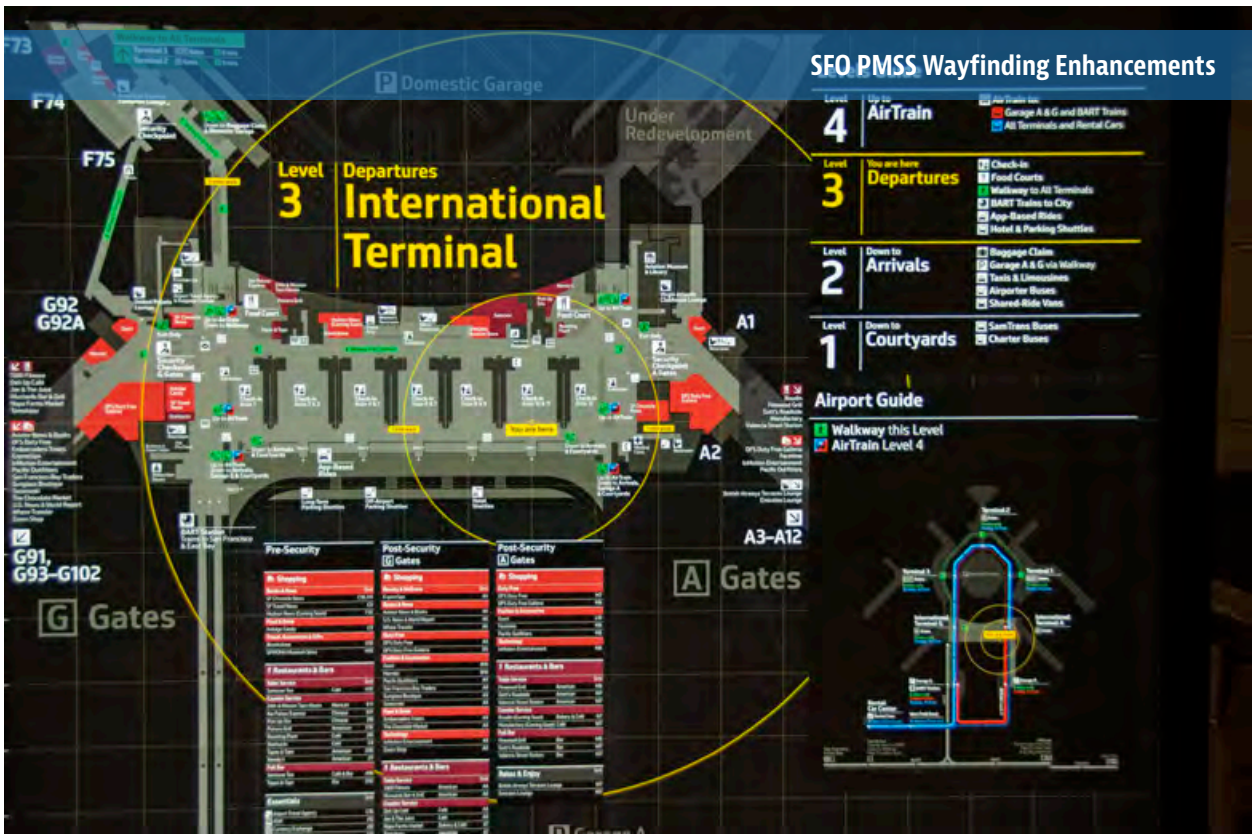
SFO PMSS Gate Enhancements Program, San Francisco International Airport, CA. Project Controls Manager. Meena produced and delivered Monthly Cost Control Reports to the integrated project team on $87M enhancements to 23 passenger boarding bridges. She supervised project controls personnel while providing proactive guidance to Project Managers to align project cost and schedule and to minimize disruption to airport operations and adjacent projects. She developed reporting tools to aid in effective decision making. She was responsible for forward-looking solutions for maintaining cost and schedule in a dynamic project environment. She managed project data on the Unifier tool while Establishing Baselines for this LEED Gold project.

SFO, Project Management Support Services (PMSS) International Terminal - Phase 2, San Francisco International Airport, CA. Project Controls Manager. Meena was responsible for leading all Phase 2 project controls; preparation of controls documents from General Contractor; preparation of monthly report and miscellaneous reporting; review of all Change Management (CM) and Reserve Allowance Utilization (RAU) for accuracy and feasibility; assistance with schedule evaluation; engaging independent estimator as needed; and attending/chairing meetings as needed and providing minutes.

SFO Project Management Support Services (PMSS) for Sanitary Waste Treatment Plant Improvements, San Francisco International Airport, CA. Project Controls Manager. Meena produced and delivered Monthly Cost Control Reports to the integrated project team on $30M enhancements to address immediate needs at the Mel Leong Treatment Plant to improve the treatment of sanitary waste. She supervised project management support services personnel while providing proactive guidance to Project Managers to manage project costs.

Estimator, Swinerton Builders, San Francisco, CA. Priced and negotiated subcontractor bids for corporate interior remodel proposals. Participated and represented company in pre-bid meetings conducted by corporate clients for future projects.

Virtual Design & Construction (VD&C) Lead, San Francisco Bay Area, CA. Led the VD&C efforts for N. California division. As part of the Green Team, evaluated and recommended implementation of new technologies. Presented applications of VD&C to prospective clients to improve construction efficiency. Managed and coordinated over 38 VD&C projects. Developed company-wide VD&C standards and Go/No-Go checklists. Created over 25 building models for use in proposals, operations, site logistics and city permitting. Provided training and webinars to introduce VD&C company-wide.



Jim Herrenbruck, LEED

Construction Manager, Punchlist and Closeout Controls

Firm: AGS, Inc.

Position with Firm:
CM and Inspection in CM

Years of Experience: 32

Education:
Design-Build Course, Graduate School of Design, Harvard University, MA

Design-Build, UC Berkeley Quarterly Training Programs, Advance Management Institute for Architecture and Engineering, CA

AA, Construction Management, San Francisco State University, CA

Professional Data:
LEED

Specification Writing Certification, Construction Specification Institute (CSI), 1989

OSHA 30-Hour Training

Jim Herrenbruck has 32 years of experience in program, project and construction management. His experience includes a wide range of projects for various agencies, including parks and recreation facilities, high-rise buildings, retail facilities, universities, seismic upgrades and historical renovations. He has expertise in a wide range of delivery methods, including design-build.

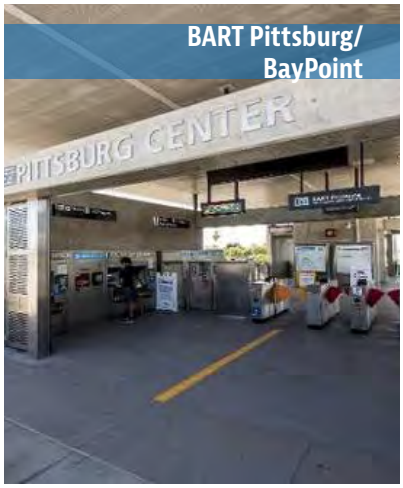
RELEVANT EXPERIENCE

SFO PMSS Superbay Hangar Fire Protection System, San Francisco International Airport, CA. Construction Manager. Jim managed the construction of a new fire protection system for the 300,000 SF Superbay Hangar currently occupied by United Airlines and American Airlines. The multi-phased project consists of updating the fire suppression system with a new hybrid high expansion foam and fire sprinkler system, approximately 5,000 sprinkler heads throughout the hangar including offices and other occupied spaces.

Port of San Francisco, Crane Cove Park at Pier 70, San Francisco, CA. Project Manager/Construction Manager. Over the past 18 months, liaison to Port, design management for AECOM's in-house engineers and architects, constructability reviews during DD's and CD phases of design; Reviewed all design consultants CD drawings and Division 02 Tech Specs; reviewed project estimator work for accuracy; assisted Port staff with bidding documents and Division 01. During Package 1 construction, assisted DPW, Contractor, Port and AECOM's CA staff and consultants.

Historic Renovations for National Park Service, San Francisco, CA. Project Manager. Project Manager on the renovation of the 1937 WPA-built Sala Burton Maritime Museum and Amphitheater Rehabilitation projects, a center piece of the San Francisco Maritime National Historical Park at Aquatic Park. Work for the museum included replacement of

Crane Cove Park at Pier 70



BART Pittsburg/ BayPoint

Dismantling of SS Wapama

the stainless steel windows and doors, new roof systems with tile finishes, and a retrofitted ADA compliant three-story elevator, all while the building was occupied. Work for the Amphitheater Rehabilitation consisted of upgrading the HVAC and electrical system; new skylights, new waterproofing, rebuild of concrete bleachers, fire suppressant systems with fire alarms, period landscaping and ADA compliance. Critical project points, beneficial, and final inspections. Verified that all closeout documents were in compliance with contract documents.

Alameda Housing Authority, Construction Management Services, Hayward, CA. Senior Construction Manager. Finalized bidding documents and provided support in contractor selection process. Served as On-site Construction Manager for the renovation of the 20,000-sq-ft building sitting on a two-acre lot. Work included updating HVAC system, fire alarm, electrical systems, controls, seismic retrofit, a new parking and extensive landscaping. Duties included document controls, review of submittals, RFIs, and RFPs, site monitoring, weekly meetings, negotiate/review monthly statement of values (SOV), and project close out. Project is to be certified LEED Silver.

Maritime National Historical Park, Dismantling of SS Wapama, San Francisco, CA. Project Manager. Scope of work consisted of the complete demolition of a 214-ft, 1915 wooden lumber schooner located on a barge at the Port of Richmond. Duties included daily document controls, review of submittals, analysis of the monthly schedule, negotiating SOV, monitoring remediation of hazardous material and safety as work was conducted over water, and reporting to RWQCB on a weekly basis. The ship is on the historic registry, and as such, required working with the Historic American Engineering Record (HAER), the federal government entity responsible for the pictorial documentation, including video and large format camera images, of the project for historical registry files.

San Francisco Recreation and Parks Department, Construction Management Services for 2012 Clean & Safe Neighborhood Parks Bond Program, CA. Deputy Project Manager. Led a team in conceptual estimating of 23 City parks by working with City staff and residents. Currently on call for future tasks.

BART North Concord & Pittsburg/BayPoint Stations Access Improvements, Northern California. Resident Engineer. Represented the District on all Contract related matters with the main responsibility of administering the Contract so that the completion thereof was to accomplish the project in the accordance with Contractual requirements. This included authority in certain monetary matters and authority in any matters concerning the Contractor work with regards to quality or materials furnished meeting the standards as specified. Scope of work was for the upgrading and conformance to current ADA codes for parking, path and wayfinding improvements, electrical upgrades such as improved station lighting for patrons and other electrical upgrades as needed. Writing and monitoring of Site Specific Work Plans and overseeing on-site inspectors.

Rand Coudray PE

Construction Manager

Firm: AGS, Inc.

Position with Firm:
Project Engineer

Years of Experience: 30+

Education:
M.S. Engineering, CSU, Sacramento

B.S. Civil Engineering U.C. Davis

B.A. Economics, U.C. Davis

Professional Registration:
Civil Engineer and Land Surveyor, California C27790

Rand Coudray has more than 30 years of experience working as an engineer and manager on planning, design and construction projects including roadway and streetscape improvements in San Francisco and across California. He has managed and led teams of architects, engineers, planners, and other specialists on transportation projects, water and wastewater facilities, prison and jail projects, health care facilities, and schools. Rand was the principal construction manager for more than 300 public infrastructure projects for the rebuild in New Orleans following Hurricane Katrina. His broad experience comes from working at all levels of the industry, as an owner, construction contractor, and engineering consultant. He has excellent communication skills and is well versed in all aspects of civil engineering design and construction.

RELEVANT EXPERIENCE

Runway Safety Areas Feasibility Study, Oakland International Airport, CA. A member of the engineering planning team for the Oakland Runway Safety Area Reconfiguration Study. Responsible for construction analysis and conceptual cost estimating for extending/expanding of FAA RSA program for the runways including expansion into San Francisco Bay- $70 million.

SFO Elevated Circulation Roads, US-101 Ramps to US-101 Connector, and Related Projects, San Francisco International Airport, CA. Rand served as the Deputy Project Manager, Acting Project Manager, and Chairman of the Peer Review program for the joint venture. The elevated and ground-level roadways serve as the main entrance roads to the Airport including access to the International Terminal Facilities complex. Rand worked closely with SFO's Bureau of Design & Construction Project Manager and developed and implemented a QA/QC/safety program for the project.

SFO Boarding Area "A" Building, Apron & Related Projects, San Francisco International Airport, CA. Project Executive responsible for overseeing the joint venture project which is providing project and construction management services- $120 million

SFO Boarding Area "A" Building, Apron & Related Projects

SFO Runway Reconfiguration Feasibility Study, San Francisco International Airport, CA. As one of the project engineers, Rand provided technical assistance to this project runway reconfiguration study to identify alternatives to abate noise, reduce delays, and accommodate larger aircraft. He also provided vital cost estimating services exploring the various possibilities for extending/expanding the runways at SFO, especially into the Bay itself. He estimated options included dredging, granular fill, rock fill, surcharge, wick drains, deep soil stabilization, and pile/bridge structures.

BART SFO Extension Construction Oversight Services, Design/Build Line, Track, and Systems Contract, San Francisco, CA. Project Cost Control and Claims Engineer for Construction Oversight of design-build team on $1.5 billion Project. Rand was responsible for change order management, cost estimating, change order negotiations, oversight of underground utilities, roadwork, and civil engineering work on track and at San Francisco. He also provided field coordination with Contractor for the SFO BART Station.

Sacramento International Airport Expansion. Project Administrator for $100 million Sacramento International Airport Expansion including new roadways and terminal. Coordinated the work of construction manager, designers, and contractors. Liaison with airport operations and maintenance staff. Project Administration was, in addition to regular duties.

Sacramento County Sunrise Avenue Overcrossing and Widening, Bradshaw Avenue Overcrossing and Widening, and Hazel Avenue Overcrossing - US Route 50, Sacramento County, CA. Principal Construction Engineer for Sacramento County for all transportation improvement projects from 1993-1997. Rand's responsibilities included coordination and review of roadway overcrossing designs with State and County transportation engineers, negotiations with Caltrans on delegation of authority and inspection, oversight of construction, management of field engineers and inspection staff, construction coordination meetings, review and critique of construction scheduling, claims review and resolution.

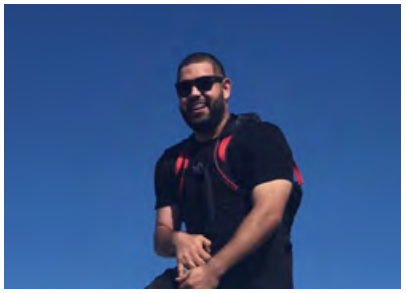
Federal Emergency Management Agency (FEMA) Public Assistance South Texas Hurricane Harvey Recovery Program, Corpus Cristi, TX. Resident Engineer. The Public Assistance Grant Program provided assistance to local, state, and tribal governments to allow communities to respond quickly for recovery from disasters or emergencies. FEMA provided supplemental Federal disaster grant assistance for debris removal, emergency protective measures, the repair, replacement, or restoration of disaster-damaged, and publicly owned facilities. Rand served as the Resident Engineer assisting local applicants through FEMA with rebuilding $1.4 billion in public facilities.

SFO Elevated Circulation Roads

BART SFO Extension

Anthony Simas

Document Controls Manager, Change Order Negotiation, Punchlist and Closeout Controls



Firm: AGS, Inc.

Position with Firm:
Assistant Project Controls Manager

Years of Experience: 7

Education:
Bachelor of Science, Legal Studies, California State University, East Bay (2015)

Software Skills:
Primavera

Bluebeam

Microsoft Office Products

Before joining AGS in 2020, Anthony's key project management experience included assignments for the San Francisco Public Utilities Commission and San Francisco International Airport where he became familiar with AGS. Anthony brings a hands-on and collaborative approach to construction management employing stakeholder engagement, strong consensus building, precision scheduling, and an infectious enthusiasm for innovation and fresh ideas.

RELEVANT EXPERIENCE

SFO Project Management Support Services (PMSS) International Terminal - Phase 2, San Francisco International Airport, CA. Assistant Project Controls Manager. AGS provided PMSS services for the arrivals and departures levels of the terminal. The arrivals level work included Boarding Area A (BAA) Federal Inspection Station (FIS) scope to support international arrivals at Boarding Area B (BAB). The departures level work included expansion of BAA & Boarding Area G (BAG) screening checkpoints, enabling work for duty-free concessions, holdroom improvements and BAG restroom expansion. Anthony was responsible for leading all Phase 2 project controls; preparation of controls documents from General Contractor; preparation of monthly report and miscellaneous reporting; review of all Change Management (CM) and Reserve Allowance Utilization (RAU) for accuracy and feasibility; assistance with schedule evaluation; engaging independent estimator as needed; and attending/chairing meetings as needed and providing minutes.

SFO Boarding Area A Gate Enhancements Project, San Francisco International Airport, CA. Project Manager. Project scope was for the replacement of all existing passenger boarding bridges with new bridges, revising the airfield geometry, installing new, advanced visual docking guidance systems and upgrades to related infrastructure. Anthony was responsible for the following:

SFO Boarding Area A Gate Enhancements

- Oversight and performance of project cost control duties for both the Design-Build Team and the SFO Project Management team (e.g., project cash flow, invoicing, contracts, funding requests, cost models, monthly financial reporting, Local Business Enterprise).
- Facilitation of the flow of information between the Airport and the Design-Build Team throughout the duration of project with an emphasis on communication during activation.
- Ensuring quality control of all permit packages, contractual documentation, drawings and submittals submitted by the contractor.
- Facilitating procurement of all trade work, core subcontractors and equipment.
- Leading activation and operational trials for all new equipment being provided to Airport Stakeholders.
- Communication of all construction activities and schedule changes to pertinent stakeholders via construction bulletins.
- Daily on site walks to ensure the project is on track with schedule, facilitate activation based on construction.
- Negotiating contract change orders and modifications to the project contract. Up keeping of maintenance and operations of gates that have been turned over to the Airport.
- Negotiating the Final Guaranteed Maximum Price (GMP) with the contractor to finalize the project's contract.

SFO - Taxi Lanes H&M Realignment Project, San Francisco International Airport, CA. Project Manager. This project to realign two taxi lanes to facilitate the construction of a new boarding area, Boarding Area B at SFO. This included updating underground utilities and coordination with airfield operations. Anthony was responsible for the following:

- Communication of all construction activities and schedule changes to the airport.
- Compiling construction demolition and debris reports for the City in an effort to be as green as possible, including calculation of all materials and categorized.
- Negotiating contract change orders and modifications to the project contract. Up keeping of maintenance and operations of the airfield once the taxi lanes were complete.
- Coordination and facilitation of meetings to regularly keep communication open between the builder and the Airport.
- Review submittals and RFIs that were submitted by the contractor and ensure quality control of all packages delivered
- Daily site visits to ensure the project remained on schedule and report to the Airport. Report any unforeseen conditions to the airport and any schedule impacts.

SFPUC, Northpoint Warehouse Records Project, San Francisco, CA. Project involved identification, inventory, cataloging and interpretation of contractual documentation, specifications, and as-built drawings to help current and pending litigation cases. Anthony's responsibilities included:

- Interpretation of contract documentation, project specifications, and as-built drawings from previous projects at the SFPUC that were relevant to current and pending litigation cases.
- Maintenance and inventory all relevant documentation and migrate the relevant documentation to SFPUC's electronic records management system.
- Inventory, cataloging, and retention processing of over 2,000 boxes of records and drawings stored at the SFPUC warehouse while disposal of records under SFPUC retention policy and schedule.

Joseph Farrow, PG

Inspection Oversight

Firm: AGS, Inc.

Position with Firm:
Senior Staff Geologist

Years of Experience: 17

Education:
MS, Applied Geosciences, San Francisco State University

BS, Earth Sciences, University of California, Santa Cruz

Professional Data:
Registered Geologist, State of California, 2006, #8277

OSHA 40-hour Health & Safety Training Certificate

Registered Nuclear Gauge Operation Certificate – CA

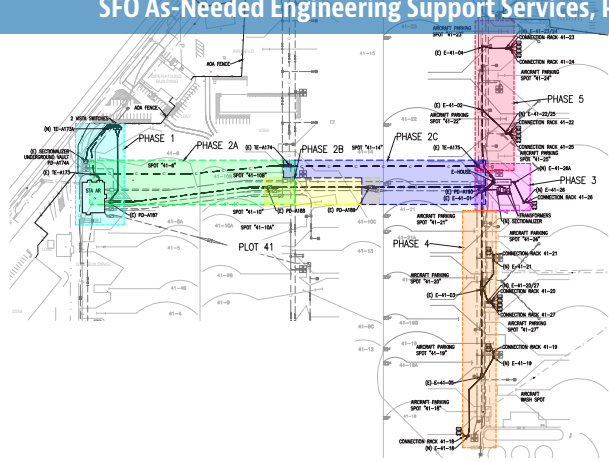
Joe has over 17 years of experience in engineering geology and environmental geology and performs a combination of functions. A licensed geologist, he has considerable project experience as a lead field investigator and author of Phase I and Phase II environmental site assessments for project sites throughout Northern California. Joe performs reconnaissance and site-specific subsurface investigations for the chemical characterization of soil, sediment, and groundwater/surface water. Joe also has extensive experience in the hydrogeological characterization of aquifers and groundwater monitoring. He has conducted many studies involving long-term groundwater monitoring and sampling of various sites in San Francisco. He has been responsible for oversight of removal of contaminated soil and sampling of remaining soil and groundwater.

RELEVANT EXPERIENCE

Port of Oakland/Oakland International Airport RSA Improvements, South Field, Oakland, CA. Senior Staff Geologist. As a major subconsultant, AGS performed various task orders for the final design and construction management of RSA improvements for Runways 11-29, 9R-27L, 9L-27R, and 15-33 as a continuation of the work AGS performed on the initial study. Joe performed field exploration and laboratory testing program at OIA's South Field.

SFO Terminal 1 Center, San Francisco, CA. Senior Staff Geologist. AGS is the geotechnical engineer on record for the T1C project and was retained to provide services during construction. Joe worked as the primary field investigator, exploring the subsurface in the design phase. During construction, Joe's scope of work included observation of the installation of hundreds of production piles as well as pilot test piles, load testing, dynamic testing, and coordination of inspection activities.

SFO As-Needed Engineering Support Services, Plot 40 Vale



SFO As-Needed Engineering Support Services, San Francisco, CA. Senior Staff Geologist/Inspector. AGS has provided engineering services on 18 CSOs for this contract including many CSOs requiring environmental site investigations at various locations including Plot 40 Vale and the Superbay Hangar Complex. Joe has provided various site reconnaissance, field exploration, laboratory testing, and inspection for various CSOs including the Plot 40 Vale and Superbay Hangar.

SFO Terminal 3 East Pile Driving, San Francisco, California. Field Inspector and Quality Assurance Inspector. Joe planned and performed the original field investigation, including drilling and logging of test borings to evaluate the subsurface conditions for the expansion of Terminal 3. He performed and helped manage the laboratory testing program. AGS' geotechnical study was used to develop pile design recommendations.

SFO West Cargo Facility Pile Driving Program, San Francisco, CA. Quality Insurance Inspector. Joe observed the indicator and production pile driving program completed by Stroer and Graff. Piles were typically precast 14-inch diameter driven piles. Work included review of the geotechnical study and foundation recommendations, development and implementation of the quality assurance and quality control plan for the piles, and construction documentation.

SFPW As-Needed Geotechnical Engineering Services, San Francisco, CA. Senior Staff Geologist/Inspector. Lead field investigator and project geologist for AGS services contract to provide assistance to city staff in completing field exploration programs, laboratory testing programs; construction support; providing recommendations for various types of geotechnical, geologic, environmental and hazardous waste investigation work. Joe has managed laboratory testing for task orders and has trained staff in the ASTM procedures for testing. Tests have included atterberg limits, sieve analyses, hydrometers, moisture, density and unconfined compressive strength testing.

SFPUC Bay Corridor Transmission & Distribution- Phase 3, San Francisco, CA. Senior Staff Geologist. As a subconsultant, AGS provided geotechnical, civil, structural, and environmental engineering services for Phase 3 (DB-130) of this multi-phase $35 Million Design-Build project. AGS' geotechnical work for the Bay Corridor Transmission & Distribution project involved conducting a geotechnical investigation, laboratory testing, and preparing a geotechnical study report, including conclusion and recommendations for the foundation design, according to SFPUC procedures, regulatory requirements, guidelines, and applicable codes. Geotechnical and geological engineering services were also provided during the construction of the substation.

SFO Terminal 3 East

SFO Superbay Hangar

C. SUBCONSULTANT RESUMES

Patrick Mallillin PE, LEED AP

MEP Review

Firm: YEI Engineers

Position with Firm: President/CEO

Years of Experience: 28

Education: BS Mechanical Engineering, UC Berkeley, 1993

Professional Registration: California / Mechanical PE # M30258

Certification: LEED AP

Professional Affiliations: US Green Building Council

Patrick Mallillin has 28 years of experience in Mechanical Engineering with emphasis on HVAC, plumbing, fire protection and industrial engineering. He has completed numerous projects for various laboratory research facilities, school districts, local, state, federal and municipality agencies including several technical studies, condition assessments, code/peer reviews and constructability reviews. He provides cost-effective and innovative solutions for his projects through his diverse experience and highly technical expertise in different subject matter of mechanical engineering. His broad knowledge of mechanical, plumbing, industrial, site infrastructure, and fire protection systems has given him opportunities to perform several value engineering sessions on large high value projects. He has completed LEED and CHPS projects and continues on providing energy efficiency and sustainable designs in all his projects. He has been a project manager and a principal of YEI Engineers for over 20 years and managed both electrical and mechanical staff. He is also the project manager for several prime contracts and managed multi-disciplined projects for the firm.

RELEVANT EXPERIENCE

County of Santa Clara, Department of Taxation and Collections, San Jose, CA. MEP Project Manager and Lead Mechanical Engineer. He conducted a building condition assessment and provided design guidance and managed the mechanical, electrical, plumbing, fire protection and fire alarm design team for the full renovation of a three story 22,103 sf building. He provided construction support services, attended meetings, and performed punch walks.

City of Oakland, Golden Gate Recreation Center, Oakland, CA. Principal-in-Charge and Lead Mechanical Engineer. YEI provided mechanical, plumbing, and fire protection design for the new 13,423 SF Golden Gate Recreation. The building consists of a multi-purpose gym, stage/activity room, teen lounge, computer room, commercial kitchen,

County of Santa Clara, Department of Taxation and Collections

restrooms, two multi-purpose rooms, a dedicated kiln room, lobby/gallery and an administration office/ reception. The building obtained a Gold LEED certification.

County of Santa Clara Gilroy and Downtown San Jose Valley Health Clinics Chilled Water Upgrade, San Jose & Gilroy, CA. Project Manager. Analyzed the deficiencies of the existing chilled water system due to short cycling issue, and provided recommendations to diagnose the chillers, replace the chilled water pumps, and reduce the capacity of the chillers by either changing the compressors or recommending replacing the chillers. The sequence of operation was modified to allow proper operation of the chilled water system and avoid the short cycling issues.

City of Berkeley, Live Oak Community Center Renovation, Berkeley, CA. Lead Mechanical Engineer. responsible for the mechanical, electrical, plumbing and fire protection engineering design services of a 13,000 sq. ft. building with gym, kitchen, classrooms, offices, and theater (theater not in scope). Renovated the entire building to become a care and shelter facility in times of emergencies. Redesigned the electrical service and distribution to accommodate for a building addition, electrification of kitchen and HVAC equipment, and provisions for a temporary generator. Replaced all of the gas-fired HVAC and kitchen equipment to electric. Provided a lighting design with LED fixtures and lighting controls to comply with latest California Title 24 and NFPA 101 Life Safety requirements.

City of Alameda Emergency Operations Center and Fire Station #3 , Alameda, CA. MEP Project Manager and Lead Mechanical Engineer. The new Emergency Operations Center (EOC) is approximately 4,500 sq. ft. two-story building with a command center in the second floor. The Fire Station #3 is approximately 9,600 sq. ft. two-story building consisting of an apparatus bay, dormitories, kitchen, exercise room, conference room, dayroom, shop, night watch and turnout room. YEI provided mechanical, electrical, plumbing, fire protection and fire alarm design services. The design implemented minimum Silver LEED requirements although the project was not a LEED project. Submitted Title 24 and complied with the 2013 California Green Building Standards Code to the project.

Lawrence Berkeley National Laboratory, Building 37 Cooling Tower Replacement Berkeley, CA. Project Manager/Lead Mechanical Engineer. He designed the replacement of two 1400-ton cooling towers, five tower water pumps with larger pumps for redundancy, replaced two Treated Water heat exchangers and four Low Conductivity Water heat exchangers, provided a new 416-ton heat exchanger, replaced a 300kW indoor generator, diesel storage tank, and provided a new Facility Monitoring and Control system sensors and equipment capable of interacting with existing Automated Logic Control system.

Lawrence Berkeley National Laboratory, Building 37 Cooling Tower Replacement

Brandon Yee PE, LEED AP BD+C

Sustainability Review

Firm: YEI Engineers

Position with Firm: Principal

Years of Experience: 17

Education: BS Electrical Engineering, San Francisco State University, 2004

Professional Registration: California / Electrical PE # E 14107

Certification: LEED AP BD+C

Professional Affiliations: US Green Building Council

Brandon Yee has over 17 years of engineering experience in electrical design, projects involving utility studies, waste water treatment plants, arc-flash studies, uninterruptible power supply (UPS), feasibility studies, His experience includes Power and Distribution system evaluation and design, drawings, specifications and estimates, electrical design of low and medium volt- age power, hazardous locations, controls, instrumentation for water treatment plants and pump stations, power distribution, equipment sizing, generator sizing, and rehabilitations of treatment plants, and pump station.

RELEVANT EXPERIENCE

City of Santa Clara, Citywide Emergency Generator Replacement Phase 1, Santa Clara, CA. Lead Electrical Engineer. Completed design and bid assistance for Citywide Generator Replacement Projects - Phase 1. The project consists replacement of 9 generator / ATS sets at nine different sites including fire stations, City Hall, Emergency Operation Center, corporate yard, radio station and two flood control pump stations. A great variety of design was developed for a great variety of local as built conditions to meet a great variety of client's needs.

Power Distribution Replacement for Civic Center 70 W. Hedding, San Jose, CA. Project Manager and Lead Electrical Engineer. Responsible for the full design of the high voltage power distribution system for the Civic Center. Responsible for supervising and coordinating with Engineering Staff and other disciplines, prepared the preliminary design submittal to provide a new 12kV outdoor main switchgear (using vacuum circuit breakers) and underground ductbank for connection to the Santa Clara County existing buildings (East and West Wing). He coordinated the design of the switchgear enclosure with the architect, landscape architect, structural engineer and civil engineer.

Power Distribution Replacement for Civic Center 70 W. Hedding

He was responsible for the design requiring disconnection of the existing 12kV feeder from the Sherriff building's main switchgear (with antiquated air magnetic circuit breakers) located about 3 blocks away and establishing new 12kV incoming service from PG&E. Design included identifying the 12kV point of connections with existing building's six 12kV480/277V Load centers. Tasks performed included field investigation, client and End-User coordination and data gathering. He was responsible for coordinating with PG&E (Power Provider) and getting the design permitted. He is currently providing construction support services for this project. He attends construction meetings, responds to request for information and reviews product submittals.

County of Santa Clara, Department of Taxation and Collections, San Jose, CA. Project Electrical Engineer. The existing Department of Tax and Collections Building was renovated to accommodate the new Tax and Collections tenants. The design consisted of upgrading the existing 208/120V, 1200A service to 208/120V, 1600A service. In addition, all other distribution equipment was replaced to support all new mechanical, lighting and communications equipment. All electrical lighting was replaced with LED type with spacing to accommodate the new layout. During construction, YEI provided additional support for communications and fire alarm as requested.

County of Santa Clara, Muriel Wright Renovation, San Jose, CA. Senior Electrical Engineer. He performed the initial site survey to verify existing conditions. The renovation consisted of multiple buildings that required new power distribution to support new HVAC and kitchen loads. New receptacles, LED lighting, and a fire alarm were provided to meet the client's new layout.

City of San Carlos Building Condition Assessment of 22 Buildings, San Carlos, CA. Electrical Engineer. The task was to perform condition assessment of the buildings' electrical, mechanical, plumbing, fire alarm and fire protection systems and provide recommendations for repair, replacement and upgrade of the systems. The work also included code compliance assessment. YEI performed several days of field observations, interviewed maintenance personnel and occupants, reviewed available record drawings and developed a comprehensive condition assessment report for all 22 buildings. The buildings consisted of five maintenance buildings (in the Corporation Yard), a Youth Center with a gymnasium and classrooms, two child care centers, City Hall/Police Department, Two Story Branch Library, Adult Community Center, two fire stations, City Museum, a Historical Adobe Building, a pump station, Park facility buildings and several Park restrooms and Snack Shack Buildings.

City of San Carlos, City Hall

Henry Tooryani CPE, LEED AP

Cost Estimator, Budget Oversight

Firm: MicroEstimating, Inc.

Position with Firm:
Founder / Principal

Years of Experience: 32

Education:
M.S. Management & Organizational Development, United States International University, San Diego

B.S. Civil Engineering, Polytechnic University, Tehran

Professional Registrations:
Contractor Licenses A & B, State of California (Lic. #858506)

Member and Certified Estimator (CPE), American Society of Professional Estimators

LEED Accredited Professional

Henry Tooryani, founder of MicroEstimating, is a construction and construction management professional with 30 years of experience encompassing planning, design, construction and design-build. His expertise is in preconstruction and construction management services, with a specialty in construction cost estimating. Henry has provided these services on high profile projects throughout the San Francisco Bay Area and California. His range of completed projects encompasses schools and universities, commercial facilities, residential complexes, research laboratories, hospitals, pharmaceutical facilities, and major public and civic facilities. In many ways his experience reflects the diversity of the Bay Area businesses and institutions. Client projects encompass seismic upgrades, historic renovations, tenant improvements and new construction.

While Henry has worked for some of the most respected large construction and construction management firms, he opened his own consulting practice to emphasize preconstruction services and to ensure that his clients receive the best value for their construction dollar. Henry and his associates provide value engineering and constructability reviews along with their increasingly sophisticated estimates to ensure that the project can be built for the client budget. Henry works very closely with major subcontractors as he prepares his estimate, soliciting their input as to the constructability of the plans and their projected cost for the work. When Henry produces an estimate, it is based upon solid information provided by the trades that will perform the work.

Henry shares his knowledge of the industry, teaching construction management and construction estimating courses at San Jose State University and the University of California, Berkeley. He also serves as a mentor for Stanford University's AEC Global Teamwork program, offered by the Civil and Environmental Engineering Department.

RELEVANT EXPERIENCE

Embarcadero Safe Navigation Center at Seawall Lot 330, San Francisco, CA

Serving the homeless population of San Francisco, this facility is located at Seawall Lot 330 which is an existing parking lot. The project scope of work includes but is not limited to the following major components:

- (3) Prefabricated Membrane Structures to be built on concrete foundation, slab on grade and misc. structural systems with mechanical and electrical components and devices.
- Modular Restrooms with built in with mechanical and electrical fixtures.
- Shipping Container Storage Units.

- Ancillary Site Improvements.
- Dormitory A with 5,717 square feet enclosure area.
- Dormitory B with 4,976 square feet enclosure area.
- Community Service 6,020 square feet.
- Restroom/Showers with 2,295 square feet.
- Container Storage areas with 1,444 and 480 square feet.
- Complete and comprehensive fire protection system, plumbing, heating, ventilation and cooling system as well as electrical, fire alarm, safety and communication system.
- Site Improvements and Site Furnishings Including but not limited to: Site Utilities, Site Electrical, Site Concrete Paving, Concrete Pads, Asphalt Paving, Fencing and Gates, Planters, Bike racks, Landscaping, Irrigation and Planting.

39 Neighborhood Fire Stations, San Francisco Public Works

Provided conceptual cost estimating services to support ESER 2020 Bond for a total of 39 major fire station projects throughout San Francisco requiring confirmation of both sq. ft. construction costs and total facility costs including the city's "soft costs" escalated out through Q4 of 2023 for both constrained and unconstrained sites.

New SFPUC Southeast Community Center, San Francisco, CA

Provided constructability review services as a consultant to Pankow Builders as part of a CM/GC project for a new community center consisting of 2 buildings with a breezeway between them, for a total of 45,000 sq. ft. Project includes lobby, child care, center, café, offices, multi-purpose space, classrooms, workshops and conference rooms.

Pier 70-Building 12, San Francisco, CA

Provided constructability review services to the GC on this pier 70 waterfront site project as part of a larger redevelopment plan. Original structure was built in 1941 and was used for cutting and forming steel plates for ship hulls. It is one of three historically significant buildings and is slated to become a beacon of the future Pier 70 redevelopment. It is anticipated that this building will be lifted 9' by a "lifting subcontractor". Space will include areas for manufacturing, retail, and event space for both public and private events. Steel and wood, 2-story building 250' wide and 60' tall. Ground floor is approximately 60,000 SF. Mold loft is approximately 60,000 SF. Irregular roof line with five raised, glazed monitors running the width of the building. Building will meet current life/safety codes and be ADA compliant. New ADA elevator will provide access to all levels. Project shall be designed for LEED Gold or better. 2019.

David Rowe

Scheduling Oversight Time Impact Evaluations

Firm: MicroEstimating, Inc.

Position with Firm:
Principal of Rowecon

Years of Experience: 18

Education:
Certificate of Project Management

Bachelor of Applied Science, Construction Management

Associate Diploma, Business Management

Advanced Certificate, Computer Aided Drafting

Professional Registrations:
Association of the Advancement of Cost Engineering International (AACEI)

Speaking Engagements:
Regular Guest Speaker, University of California, Berkeley Extension School of Construction Management

David has over fifteen years of construction scheduling and project management experience on projects ranging from 50K to in excess of $4.B. He has been involved in more than 90 projects providing schedule oversight for Owners and Construction Managers, Last Planner implementation, Reverse Phase (Pull Planning) facilitation and WWP/PPC for Integrated Project Teams, as well as schedule preparation, monitoring and control for General Contractors.

David specializes in:

- Schedule Oversight for Owner's Construction Managers
- Preconstruction Planning and Scheduling
- Schedule Preparation for General Contractors
- Schedule Evaluation and Monitoring
- Periodical Schedule Updating, Narration and Revisions
- Executive Presentations and Reporting
- Delay Analysis, Prep. of Requests for Extensions of Time
- Training and Teaching
- Lean Construction Services
- Development of Proposal or Presentation Schedules
- Project Reviews

David is also a regular guest lecturer at UC Berkeley Extension, Construction Management – Scheduling & Project Control. He is highly skilled in the use of all major scheduling packages including Primavera P6 and Primavera Project Planner (P3) and Suretrak, Microsoft Project, Fast Track, Phoenix and Microplanner X-pert.

RECENT AND CURRENT EXPERIENCE

- MTA Bay Area Regional Headquarters—San Francisco
- CalTrans San Francisco Oakland Bay Bridge Maintenance Facility
- San Francisco Airport—Terminal 2
- CCSF Jail #3 Replacement
- CCSF Laguna Honda Hospital Replacement
- CCSF San Francisco General Hosp. Replacement
- San Francisco Transbay Terminal
- UCSF Parnassus PSSRB Project & Multiple CM Projects
- UCSF Mission Bay Community Center, Parking Structure, and QB3 Building
- Kaiser Oakland Replacement Hospital Campus
- San Francisco Mission Bay Resident/Commercial Block 5, Block 11, Block 13

ADDITIONAL EXPERIENCE

Description	Location	Type
CalTrans SFOBB Maintenance Facility	Oakland, CA	Industrial/Public Works
MTA Bay Area Regional Head-quarters	San Francisco, CA	Commercial/Public Works
San Francisco Transbay Terminal	San Francisco, CA	Transport/Public Works
San Francisco Airport, Terminal 2	San Francisco, CA	Airport/Public Works
Stanford University McMurtry Building	Stanford, CA	Creative Arts/Intuitional
Stanford University Heating Hot Water Replac'mt	Stanford, CA	Infrastructure/Intuitional
Kaiser Oakland Replacement Hospital	Oakland, CA	Healthcare
Kaiser San Leandro Medical Center	San Leandro, CA	Healthcare
Kaiser Redwood City Medical Center	Redwood City, CA	Healthcare
Kaiser Vallejo Infill & Backfill Projects	Vallejo, CA	Healthcare
Mills Peninsula Hospital Re-placement & MOB	Burlingame, CA	Healthcare
Mission Bay Blocks 5, 11, and 13	San Francisco, CA	High Density Res/Mixed Use
2 New 30MW Data Centers	Confidential Location	Data Infrastructures/Tech
Palo Alto Library	Palo Alto, CA	Public Library/Public Works
Channing House Extension	Palo Alto, CA	Aged Care Facility
555 Mission Street.	San Francisco, CA	High Rise Commercial
San Francisco Jail #3 Replace-ment	San Francisco, CA	Correctional/Public Works

Ross Esfandiari MS, PE

Inspection Oversight

RES ENGINEERS, INC.

Firm: RES Engineers, Inc.

Position with Firm: President/Principal

Years of Experience: 43

Education:
M.S. Concrete Structures and Technology, Imperial College, University of London, England
- B.S. Civil, Structural, and Environmental Engineering, University of London, England

Registrations and Certifications:
- P.E. (Civil Engineer) State of California - No. 38098

- P.E. (Civil Engineer) State of Hawaii - No. 7378

- AWS Certified Welding Inspection (CWI #99100811)

- ACI Certified Concrete Inspector

- ICC Certified Master of Special Inspection,Multiple Categories

Forty years of structural engineering and leadership experience in design of new buildings and structures, assessment and rehabilitation of existing structures. Clients include both public agencies and private clients and projects include educational buildings, healthcare facilities, civic center, commercial, and high-end residential projects involving existing and new structures.

Additional engineering experience related to QA/QC Special Inspection and testing, involvement in the Testing and Inspection Industry, with an emphasis on structural investigation specifically focused on concrete, steel and masonry.

As the President, Owner and Principal Engineer of RES, Mr. Esfandiari is responsible for: project proposals, client needs, job delegation, execution and follow through, final completion of projects, and meeting of goals and deadlines. Ross is well known and respected throughout the industry. Typical projects include:

- Special inspection in accordance with Section 1705 of building code
- Evaluation of URM, historical or hazardous structures
- Building surveys to determine as-built conditions
- Investigation and leak studies
- Fire damage investigation and evaluation
- Quality control and inspection of structures
- Consulting on concrete materials, including marine structures
- Corrosion evaluation of reinforced and pre-stressed concrete structures
- Concrete material failure and repair recommendations
- Structural analysis and design, including plans and specifications
- Specializing in reinforced and pre-stressed concrete
- Expert witness testimony on material and testing related issues
- Curtain wall design and testing
- Research and product development

RELEVANT EXPERIENCE

SFO Boarding Area B, San Francisco, CA

A $500 million project for Construction of a Boarding Area B (B/A B) as part of SFO Terminal (T1) Redevelopment. Construction of 620,000sq ft. boarding area with 25 new gates.

- Responsible for: Implementation of special inspections and materials testing, engineers report review, project proposals and budget

management, client needs, job delegation, execution and follow through, final completion of projects.

- Ongoing inspection and testing

SFO South Field Checkpoint & Firehouse No. 3, San Francisco, CA

- A $20 million project for relocating the existing Fire House No. 3 (FH3) and South Field Checkpoint (SFCP) within the SFO South Field area. SOW included QA/QC testing and inspection of concrete placement, reinforcing steel inspection, excavation and soil compaction testing, structural steel and welding inspection.
- Responsible for: Implementation of special inspections and materials testing, engineers report review, project proposals and budget management, client needs, job delegation, execution and follow through, final completion of projects.

SF Department of Public Works – As-Needed Testing and Inspection Contract (2013-present). Multiple Locations, San Francisco, CA

- As-needed special inspections and testing to various projects with the DPW such as, Mission Dolores Park, Balboa Pool Park, SFPD Pistol Range, SFPD Northern Police Station, Glen Canyon Rec Center and various other DPW facilities.
- Responsible for: Implementation of special inspections and materials testing, engineers report review, project proposals and budget management, client needs, job delegation, execution and follow through, final completion of projects.

Port of San Francisco – As-Needed Testing and Inspection Contract (2012-present). Multiple Locations, San Francisco, CA

- As-needed special inspections and testing to various projects with the Port of San Francisco.
- Responsible for: Implementation of special inspections and materials testing, engineers report review, project proposals and budget management, client needs, job delegation, execution and follow through, final completion of projects.

SFO Firehouse No. 3

Balboa Pool & Park

D. KEY PERSONNEL COMMITMENT

AGS and our subconsultant team confirm that our key personnel are committed for the duration of this contract. In the event that we need to add or modify our team, we understand that we my not substitute personnel without written permission from the City of Daly City.

4 RELEVANT EXPERIENCE

On Reverse:

AGS performed Project Management Support Services for San Francisco International Airport Superbay Hangar.

Pictured: Construction of SFO Superbay Hangar.

AGS

A. SFO FIREHOUSE NO. 3 AND SOUTH FIELD CHECKPOINT RELOCATION PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)

SAN FRANCISCO INTERNATIONAL AIRPORT, CALIFORNIA

Description of Scope: SFO Airport Fire Station No. 3 is prominently located near the airport main entry and is the Fire Administration Headquarters for the airport. A large training room accessible from the public lobby can be utilized for community/ airport functions. A generous commercial-grade kitchen was designed to support multiple fire crews. All facilities satisfy current building codes, sustainability requirements, and SFO Airport Design Standards.

The facility consists of an 8,000 SF five-bay apparatus garage with four-fold electric doors and a 13,500 SF administration office/firefighter house. Construction included working adjacent to active taxiways within the South Field area. Natural ventilation was not an option as the building entry fronts US 101, and the apparatus bay doors open directly to the airfield. Complexities of the new location included adjacency to active taxiways and blast fences and a smaller footprint on which to build the new facility, therefore, two story construction was necessary. The South Field Checkpoint serves as an entry/ exit to and from the Airfield Operations Area mainly for ground service, cargo and construction traffic.

The Firehouse No. 3 Security Checkpoint includes new entry roads, security fencing, two guard booths, new Wallace Speed Gates, vehicle crash barriers, and paving to utilize the new entry. This Project utilized a Construction Manager/General Contractor (CM/GC) delivery method.

PROJECT METRICS

Square Footage	20,000 sq. ft
Construction Cost	Construction Cost: $32M
AGS Contract	$760,400
LEED Certification	LEED Gold
Dates	
September 2014 - June 2017	
Client / Owner's Representative	
Derrick Homer, Project Manager San Francisco Int'l Airport 780 S Airport Blvd San Francisco, CA 94128 (650) 821-7864 derrick.homer@flysfo.com	
Scott Stewart, Project Manager WSP AGS Joint Venture 425 Market St., 17th Floor San Francisco, CA 94105 (650) 821-5963 sterling.stewart@wsp.com	
Key Personnel	
Bahram Khamenehpour, PhD, PE, GE: Project Principal	
Kamran Ghiassi, PE, GE: Geotechnical Engineer	
Joe Farrow, PG: Inspector	

AGS Responsibility: As a JV Partner, AGS provided: Construction and Program Management, Office Engineering, Design Management, Geotechnical Engineering and Inspection throughout the pre-programming, activation and commissioning phases. The PMSS team provided: Project Controls and Reporting, Project Scheduling, Document Controls, Partnering, Structured Collaborative Process Coordination, Sustainability, and Risk Management.

A. CITY OF PITTSBURG CALIFORNIA THEATER

PITTSBURG, CALIFORNIA

Description of Scope: In 2020 the City of Pittsburg undertook renovations to the historic California Theater. AGS was commissioned to provide Construction Management services for the project through the Construction Phase.

The renovation scope of work encompassed the following: balcony seating for 150 seats, installation of a handicap lift to the balcony, lighting improvements, sound attenuation improvements, new flooring, railings, wall and trim finishes, painting, structural modifications for accessibility, and electrical work.

AGS Responsibility: The AGS Project Manager's responsibilities included coordination with the City of Pittsburg stakeholders and the Architect, coordination with the Design Team, assisting in the preparation of the bid documents, assisting with the review of bids, and providing Construction Management/Observation services during the Construction Phase of the project.

PROJECT METRICS

Square Footage	Unknown
Construction Cost	Construction Cost: $1.5 M
AGS Contract	$40,000
Dates	
January 2021 - December 2021	
Client / Owner's Representative	
Richard Abono, Director Public Works/ City Engineer City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 (925) 252-4930 rabono@pittsburgca.gov Jeff Edwards 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93103 (805) 697-1401 JEdwards@mnsengineers.com	
Key Personnel	
Jim Herrenbruck: Construction Manager	

A. CITY OF OAKLAND, ON-CALL CONSTRUCTION MANAGEMENT SERVICES

OAKLAND, CALIFORNIA

Description of Scope: In 2019, AGS entered into a 3-year contract with the City of Oakland for On-Call Constructon Management and Inspection Services for Citywide Capital Improvement Projects. The potential projects under this contract included: Pavement Reconstruction and Rehabilitation, Pedestrian and Bicycle Improvements, Retaining wall and slide repairs, Streetlight Pole Replacement, Traffic Signal Installation, Sewer Main Replacement and Rehabilitation, Sewer Force Main Replacement and Rehabilitation, Sewer Pump Station Rehabilitation and Replacement, Storm Drain Replacement and Rehabilitation, Streetscape Improvements, Landscape Architectural improvements, Architectural building construction, Bridge construction, and Creek restoration and improvement.

AGS Responsibility: To date, the firm has completed work on a one task order. This project required field inspection and special inspection services for various street resurfacing, sanitary sewer, sidewalk, curb ramp, traffic signal, street lighting, and other right-of-way improvements.

The AGS Construction Manager performed the following tasks:

- Field inspection to ensure conformance with approved contract plans and specifications
- Daily inspection report preparation
- Construction schedule review
- Submittal and RFI coordination
- Material Testing/Specialty Inspection coordination
- Project communications with City Staff
- Verifying quantities to confirm Contractor's invoiced quantities are accurate for payment to be issued by City Staff
- Resolution of resident concerns
- Utility Coordination

PROJECT METRICS

Square Footage	Multiple locations
Construction Cost	Construction Cost: Greater than $1.5M
AGS Contract	NTE $750,000
Dates	
March 2019 - March 2022	
Client / Owner's Representative	
Paul Tran, P.E. Civil Engineer City of Oakland Public Works Department 250 Frank Ogawa Plaza, 4th Floor Oakland, CA 94612 (510) 238-6493 ptran2@oaklandca.gov	
Randy Mach, P.E. Engineer, Oakland Public Works Department City of Oakland Public Works Department 250 Frank Ogawa Plaza, 4th Floor Oakland, CA 94612 (510) 238-7279 rmach@oaklandca.gov	
Key Personnel	
Jim Herrenbruck: Construction Manager	

A. SAN FRANCISCO RECREATION AND PARKS DEPARTMENT, GOLDEN GATE PARK TENNIS CENTER RENOVATION CONSTRUCTION MANAGEMENT SCHEDULE DELAY ANALYSIS 2020

SAN FRANCISCO, CALIFORNIA

Description of Scope: Under and As-Needed Construction Management Contract with the San Francisco Parks and Recreation Department, AGS has performed services for ten task orders ranging from special inspection to cost estimating in many of the City's open spaces and facilities. As the prime firm, AGS is managing the contract. In 2020, the firm was asked to conduct schedule delay analysis for the renovation project at the Golden Gate Park Tennis Center.

AGS Responsibility: The AGS provided construction scheduling analysis for the Golden Gate Park Tennis Center project in Golden Gate Park. The Scope of Services included:

- Reviewing the contractor provided CPM schedule for reason, reasonableness, scope responsible for project delay.
- Reviewing the schedule history to verify that the schedule accurately reflected sequencing and implementation assumptions.
- Verifying that the schedule accurately reflected the sequencing and implementation assumptions.
- Verifying that the schedule reflected the man-hour quantities identified in the cost estimate.
- Verifying that the construction performance period was realistic.

PROJECT METRICS

Square Footage	7,800 square foot clubhouse, 17 tennis courts
Construction Cost	Construction Cost: $27M
AGS Contract	$20,000

Dates

December 2020 - January 2021

Client / Owner's Representative

Phil Ginsburg, General Manager SF Recreation and Parks Department
501 Stanyan St.
San Francisco, CA 94117
(415) 831-2700
philginsburg@sfrecpark.org

Recreation and Parks Department
501 Stanyan St.
San Francisco, CA 94117
(415) 919-7498
kelli.rudnick@sfgov.org

Key Personnel

Bahram Khamenehpour: Senior Engineer

Jim Herrenbruck: Construction Manager

A. AND B. SFO INTERNATIONAL TERMINAL - PHASE 2, PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)

SAN FRANCISCO INTERNATIONAL AIRPORT, CA

Description of Scope: This project encompasses the renovation of the Departures and Arrivals Levels to meet current forecasted international passenger growth and to increase revenue generating opportunities. In response to COVID-19, a significant portion of the project has been temporarily postponed. The project currently includes:

- Providing new, phased consolidated secondary screening (formerly immigration), and converting the existing immigration area into office space and other airport required functions.
- Shortening and reconfiguring the baggage recheck counters.
- Providing new exit lane technology.
- Upgrading airport services to support passenger hospitality and processing.
- The arrivals level work includes Federal Inspection Services improvements to support international arrivals at Boarding Area B and the conversion of the Claim Unit from domestic to international.
- The departures level work includes expansion of Boarding Area screening checkpoints, enabling work for duty-free concessions, holdroom improvements, and restroom expansion.
- The project site is located within the U.S. Customs and Border Protection Inspection Service area, and therefore must remain fully operational during the course of the project.

AGS Responsibility: AGS was awarded the prime contract for Project Management Support Services in June of 2020. Our services will extend through all phases of the project: Pre-Programming Phase, Programming Phase, Design Phase, Construction Phase, Activation Phase, and Closeout Phase. AGS provides daily coordination and oversight of the Design-Build contract for the International Terminal Phase 2. In conformance with SFO requirements, AGS utilizes Unifier© software as the Project Construction Controls System for this Contract. Our team provides weekly and monthly project Progress Reports, related to both Schedule and Budget.

Project Control services during the Design and Construction phases: The AGS Project Manager is on-site daily, responding to unforeseen issues which arise in the field and which are critically tied to the project scheduling. These issues are reported immediately to the Construction Contractor and reviewed with AGS' project Scheduler, to ascertain if there is any potential impact on the project timetable, and if so, what adjustments can be made.

PROJECT METRICS

Square Footage	1.8 Million sq. ft
Construction Cost	Construction Cost: Est. $87M
AGS Contract	$1.2M to date
LEED Certification	LEED Gold

Dates

June 2020 - Ongoing

Client / Owner's Representative

Derrick Homer
Project Manager
San Francisco Int'l Airport
780 S Airport Blvd
San Francisco, CA 94128
(650) 821-7864
derrick.homer@flysfo.com

Rick Thall
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San Francisco, CA 94128
(650) 821-7878
rick.thall@flysfo.com

Key Personnel

Bahram Khamenehpour: PIC
Meenakshi Satyavolu: Project Controls Manager
Anthony Simas: Assistant Project Controls Manager

A. AND B. SFO HARVEY MILK TERMINAL 1 BOARDING AREA B PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)

SAN FRANCISCO INTERNATIONAL AIRPORT, CA

Description of Scope: The project provided a new concourse with circulation space for access to 24 aircraft gates with holding rooms for domestic and international flights, new passenger loading bridges, a baggage handling system, and concession areas. The design incorporated next-generation building systems, anticipated forecasted leaps in traffic, aviation trends and presaged the potential effects of rising sea levels. Framed by high ceilings and abundant natural light, the generous central concourse featured a new arrangement of intuitive wayfinding, advanced acoustics, controllable LED fixtures, art galleries, integrated technology, comfortable furnishings and food halls.

AGS Responsibility: As Joint venture partner, AGS provided PMSS including the daily management, coordination and oversight of the Design-Build contract for the New Boarding Area B Project. In conformance with SFO requirements, AGS utilized Unifier© software as the Project Construction Controls System for this Contract. It is a powerful cloud-based project management system which allowed our team's project control experts to optimize time gathering project information. The AGS team has experience building, managing and administering the Unifier system and is able to provide any training needed. Our team acted as Program Controls Manager, providing on-going integrated project control and reporting while maintaining efficiency.

AGS utilized BlueBeam© software with great effectiveness, gathering comments in a "live environment" which allowed both Stakeholders and AGS Team members to review the latest documents at any point during the project. Our team is proficient in navigating Stakeholders through the project using the BlueBeam CAD Revu© product, which also allows real-time capture of comments on documents.

PROJECT METRICS

Square Footage	500,000 sq. ft
Construction Cost	Design-Build GMP: $785,000,000
AGS Contract	$8,085,000
LEED Certification	LEED Platinum

Dates

January 2015 - May 2022

Client / Owner's Representative

Kristin Allen, Project Manager
San Francisco Int'l Airport
780 S Airport Blvd
San Francisco, CA 94128
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Ryan Louie, Project Manager
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Key Personnel

Felix Liu: Project Controls

Lauren Mallas: Senior Architect

B. SFO SUPERBAY HANGAR FIRE PROTECTION SYSTEM REPLACEMENT

SAN FRANCISCO INTERNATIONAL AIRPORT, CA

Description of Scope: AGS provided Project Management Support Services for the SFO Superbay Hangar, a 300,000 SF Superbay Hangar occupied by United Airlines and American Airlines. Built in 1969, the hangar served as a space to perform critical aircraft and safety maintenance checks. The project scope included replacement of the existing fire suppression systems and installation of new utility infrastructure throughout the East Field, with the goal of continued and fully functional maintenance space for tenants throughout the construction phase. The multi-phased project consisted of updating the fire suppression system with a new hybrid high expansion foam and fire sprinkler system, approximately 5,000 sprinkler heads throughout the hangar including offices and other occupied spaces. The foam system had 48 foam generators that suppress any fuel-fed fires designed to stop fires from the bottom up. The wet sprinkler system was approximately 120 feet from the finished floor. Additionally, necessary upgrades and replacement of all utilities related to the system to support the project and surrounding area were constructed including a new pump house with fire pump equipment; new generators; two new fire water supply tanks; and new industrial waste system and tank were built.

AGS Responsibility: AGS provided Project Management Support Services for the Superbay Hangar. The firm's scope encompassed overall project and construction management expertise and oversight, as well as geotechnical support services and field inspection services for the project.

Project and Stakeholder Coordination. As one of only four hangars in the US that can accommodate 747 aircrafts, the project team took a highly coordinated approach that allowed the tenants to continue to use the Superbay Hangar during renovation and expedited the fire suppression update. Airplane maintenance work occurred at night with construction work completed during the day. Coordination meetings were held daily to discuss the day's plans to ensure the construction team space was cleared and out of the way for airport staff.

PROJECT METRICS

Square Footage	300,000 sq. ft
Construction Cost	Construction Cost: $25M
AGS Contract	$946,000

Dates

June 2018 - February 2021

Client / Owner's Representative

Jenna Castro, Assistant Engineer
San Francisco Int'l Airport
780 S Airport Blvd
San Francisco, CA 94128
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Jim Chiu, Program Director
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Key Personnel

Bahram Khamenehpour - Principal in Charge

Jim Herrenbruck - Construction Manager

Joe Farrow - Project Geologist

A. AND B. SFO BOARDING AREA A GATE ENHANCEMENTS, PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)

SAN FRANCISCO INTERNATIONAL AIRPORT, CA

Description of Scope: The Boarding Area A Gate Enhance Project included re- configuration and replacement of 23 Passenger Boarding Bridges (PBBs) at Gates A1 through A15 to accommodate larger aircraft and increase gate flexibility. Gate A6 was retrofitted to allow for a triple gate operation required to serve oversized A380 aircraft. Additional work included creating a 5,000 square foot bus annex, replacing the central pre-conditioned air handling units, adjusting gate geometry, modifying fuel pits, and implementing an aircraft advanced visual display guidance system. The project was further expanded to include Engine Start Pad work, Taxiway Lighting, the creation of four Remote Overnight Spots, and a Guard Station booth.

AGS Responsibility: As Joint-Venture partner, AGS led this project, having charge of both Construction Management and Project Controls. AGS' project manager was on-site daily, being the primary Project Manager responsible for overseeing the team operations which included: Project and Construction Management, Stakeholder Engagement and Partnering, Resolution of Technical Discrepancies, Project Controls and Reporting, Schedule Control and Cost Estimating. The AGS team maintained a high level of communication with stakeholders, airport personnel, and adjacent project teams in order to successfully complete the project with minimal impact to aircraft and passenger operations.

PROJECT METRICS

Square Footage	1,800,000 sq. ft.
Construction Cost	Construction Cost: $104M
AGS Contract	$1,509,700
LEED Cert.	LEED Gold

Dates

November 2016 - December 2020

Client / Owner's Representative

Ryan Kuss
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Chris McManus
Airport Project Manager
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Key Personnel

Bahram Khamenehpour: JV Executive
Meenakshi Satyavolu: Cost Estimator
Anthony Simas: Doc Cont'ls, Inspection

C. EXPERIENCE ADMINISTERING LOCAL GOVERNMENT PUBLIC WORKS PROJECTS

Our vision for delivering the projects in the Capital Project Swarm is to provide a well-rounded, experienced team with an innovative approach for alternative delivery methods and partnering. We will establish and maintain a strong and effective communication network between the PWD and the AGS Team. We envision weekly Architect-Owner-Contractor (AOC) meetings to keep all parties engaged and informed. We would anticipate reporting weekly on the essential project parameters including: budgeting and cost estimating, scheduling, design issues, document control issues, construction progress and so forth. The team will start out quite lean, but will gradually increase in size during construction, then will begin to decrease as construction and closeout finish. Stakeholder Engagement and Partnering efforts will be essential as the projects move forward, and these meetings will be integrated into the weekly schedules. Our Project and Construction Management team will track all activities on a cloud-based system; will prepare and distribute meeting notes and correspondence; will organize and store project documentation and correspondence; will be responsive to unforeseen conditions; and will endeavor to assist the PWD in whatever way possible in order to achieve an outstanding project result. We will remain flexible and open-minded to change, which is an essential part of all public work.

Summary of Project Management Processes and Duties

- Expediting the flow of information between the City of Daly City and the Design Team and the Construction Contractor Team (or the Design/Build team if appropriate); Communicating potential issues to the appropriate groups.
- Performing daily on-site walks to ensure the project is on schedule, the Construction Documents are being followed, and work is being completed in a safe and timely manner, with minimal impacts to existing tenants and user groups.
- Coordinating closures related to work in high security areas.
- Participating in regularly scheduled commissioning meetings with Daly City stakeholders and the contractor to address upcoming commissioning activities, and updates on new systems and equipment.
- Enforcing safety, health and wellness requirements for facilities being opened to the Occupants and the public.
- Facilitating training for new systems and new equipment provided by the contractor: coordinating training sessions with the contractors and stakeholders.
- Overseeing the commissioning of systems and equipment being turned over prior to operational trials.
- Leading activation and operational trials for equipment provided to Daly City Stakeholders.
- Participating in punch list walks upon activation to ensure quality control of equipment and facilities; Tracking the punch list to assure items are being completed in a timely manner.

Summary of Project Controls Processes and Duties

- Compiling cashflow reports for the City of Daly City Management Team; analyze and incorporate the Design Team and Construction Team cashflow into project cash flow.
- Analyzing baseline, actuals, and forecasts to determine progress of construction and identify potential schedule impacts.
- Reviewing and approving monthly Design Team and Construction Contractor Project invoicing.
- Negotiating Change Orders and Modifications to the project contract.

SFPW, As-Needed Construction Management Services. AGS was a JV Partner for the contract.

- Inputting Monthly Financial, Construction and Schedule Reports to a Project Management Control System such as Unifier© or other Daly City approved control software.

AGS has been in business in San Francisco for more than thirty-five years, serving public sector clients including, among others, the City of Oakland, BART, San Francisco Public Utilities Commission, San Francisco Public Works, San Francisco Rec and Park, MUNI and SF County Transportation Authority, and the Port of SF.

Our personnel are highly experienced in working on complex projects which require expertise in issues of security, integration of special building, communication systems, and life safety systems. One of the projects we have featured in this proposal is the SFO Firehouse which was completed in 2018. That project was constructed straddling the edge of the secure airfield and a non-secure public street and we understand the intricacies of maintaining security at the highest level. We have also developed specialized knowledge relating to Sustainability, as all SFO projects are now designed to achieve LEED Gold Certification.

AGS provides Commissioning Agent services, overseeing design, installation and activation testing of critical building systems during the period of project completion. We have established specialties in both Activation and Simulation: We assist with the actual activation and commissioning of building systems at project close-out. Moreover, we have assisted SFO in staging Simulations prior to go-live.

D. RESOLVING ISSUES, KEY TAKEAWAYS, LESSONS LEARNED

AGS has been providing Project and Construction Management Services for more than 30 years for clients such as the San Francisco Parks and Recreation, San Francisco Department of Public Works, San Francisco International Airport, City of Oakland, Lawrence Livermore Laboratory and others. We draw from this past experience to inform our work on current and future projects. Below are some strategies that we employ to resolve issues, avoid conflicts and make our Project and Construction Management projects run smoothly.

Resolution of conflicts due to technical problems. For the resolution of most Technical Discrepancies during construction, a Request for Information (RFI) is usually an effective way to clarify differences in understanding during project operations. However, a Technical Deficiency which leads to a major

dispute often cannot be resolved with an RFI, because it may result in an alteration of the means, methods, environment, duration, or the conditions of the construction process. Moreover, it will likely impact both the project budget and schedule. In our experience, technical deficiencies can be resolved by collaboration between project personnel who have the appropriate expertise.

Partnering Strategies. Drawing from positive experiences on past projects and best practices from the International Partnering Institute (IPI), the AGS Team will participate in a Structured Collaborative Partnering Program to cultivate a collective culture based on trust, mutual respect and accountability. The Partnering Program will be key to delivering exceptional project outcomes by addressing inevitable project challenges through open dialog, creative problem solving, and conflict resolution.

Meetings and Special Events. Owner-Architect-Contractor (OAC) Meetings provide Partnering Moments for the Team to check progress on Project goals. Project Walkthroughs and Celebrations can demonstrate tangible progress for Team members, promoting enduring energy and enthusiasm for the project.

Project Control Software. AGS suggests the use of Unifier© as a Project Construction Controls System (PCCS) for this Contract. It is a powerful cloud-based project management system which allows our team's project control experts to spend less time gathering project information and provide additional value on projects by providing Projects Controls and integration services. The AGS team has experience building, managing and administering the Unifier system and will provide any training needed.

Document Control Software. AGS has utilized BlueBeam© with great effectiveness in our work on Terminal 1 Boarding Area G Gate Enhancements project, gathering comments in a "live environment" which allows Stakeholders to see the latest models and zoom in on areas of interview.

Traditional & Alternative Project Delivery Methods. AGS has a successful history with both Traditional and Alternative Project Methods. When our firm was started in the 1980s, Public Projects were entirely Design-Bid-Build. However, over the past forty years we have had the opportunity to work on many projects being delivered with Alternative Delivery Methods. For the past thirty years AGS has provided PMSS to the SF International Airport. SFO utilizes a Progressive Design-Build delivery method wherein the Architect/ Contractor team is selected on the basis of merit and the subcontractors are selected by public bidding.

Fire Station No. 5 in San Francisco (RES Engineers, Inc. project).

5 APPROACH, ORGANIZATION AND LOCAL PRESENCE

On Reverse:

AGS Performed Project Management Support Services for San Francisco International Airport Terminal 1 Boarding Area B.

Pictured: SFO Terminal 1 Boarding Area B, San Francisco, CA.

AGS

5.APPROACH, ORGANIZATION, AND LOCAL PRESENCE

A. APPROACH AND ORGANIZATION

AGS understands and offers The City of Daly City's Public Works Department (PWD) a proven approach to the successful delivery of as-needed contracts. AGS may be asked to perform the work as an extension of PWD staff. We understand that your needs can vary, change, and grow. Our approach includes providing the resources to meet those changing needs so that PWD can quickly and effectively meet its obligations.

AGS understands that the team may be required to perform project controls including project scheduling, cost estimating and costructabilty review, project management, construction management and inspection and other services, partnering, public and community relations, and dispute resolution, and multidisciplinary engineering studies, design, technical advice, and construction administration of projects of varying sizes and scopes. AGS understands that our services will be required for buildings and various types of facilities within PWD operations. Our approach includes compliance with any sustainability requirements. We will confirm the contractor team strategy for preferred options and interface regularly with key stakeholders that are involved in the LEED certification process to confirm compliance.

Our team is organized based on the tasks that you have outlined under section D Scope of Services in the RFP. The organization chart can be found in Section 3 Firm Profile and Project Team on page 6.

MANAGEMENT APPROACH

Our approach begins with our Management Team who will hold monthly meetings with the Lead Project Manager and senior staff members working on the contract to ensure that we move projects forward in a timely manner, make sure the projects are on budget, and that we meet goals.

Our Lead Project Manager, Felix Liu, will be responsible for scoping, budgeting, and scheduling all projects as they are requested by PWD. Our Lead Project Manager will draw upon his expertise in organizing and managing teams of wide-ranging specialists on multidisciplinary projects to successfully complete the projects and tasks at hand.

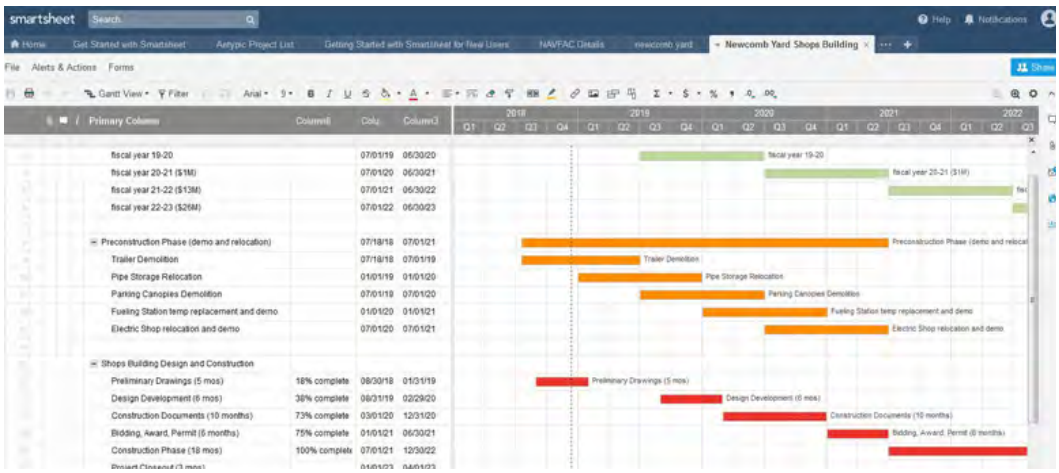
Team members such as Bahram Khamenehpour will be instrumental in our efforts to meet the PWD's expectations. The AGS Team will use our administrative staff's firsthand experience supporting public works contracts to ensure all deadlines and protocols are being met throughout the life of the contract.

We will also incorporate process improvements and lessons-learned from past and similar as-needed contracts to continue our track record of on-time and on-budget, high-quality project delivery. Specifically, we will:

- Serve as an extension of PWD's staff and focus on PWD's interests and needs.

- Focus on key project risks and utilize personnel who have matching experience and expertise to the work to be done on the specific project.
- Provide regular and timely project and budget updates to avoid any surprises.
- Ensure timely decisions are made to keep projects on track.

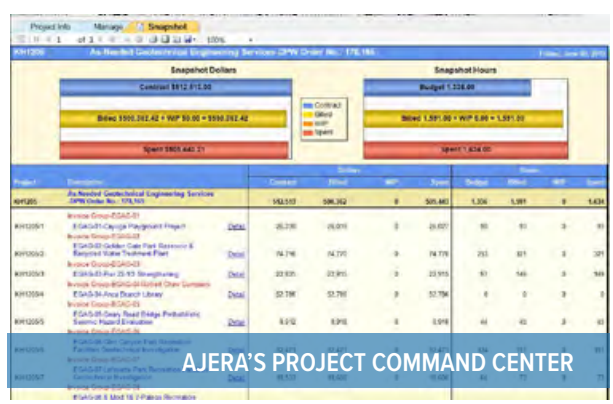
PROJECT MANAGEMENT, COST, SCHEDULE, AND QUALITY CONTROL PROCEDURES



AGS understands the crucial nature of cost and schedule maintenance and will combine staff resources with technology to be cost and schedule conscious, and produce quantifiable metrics. For a multi-year program such as this, we propose using cost and schedule tracking technology. Our accounting system, effectively used on all of our City as-needed contracts is setup to track prime and subconsultant efforts, individual contractor budget status, and expedite requests for information by PWD Contracts regarding invoice issues.

COST AND SCHEDULE CONTROL AND REPORTING

To enable immediate and accurate cost and schedule reporting, data from individual schedule and milestones with AGS' project management and accounting software, Ajera by Deltek, produces tailored, up-to-date reports of weekly project costs and earned-value for projects under this contract. Shown in photos at right.



AJERA'S PROJECT COMMAND CENTER

In the event we forecast a potential variance or additional services, the Project Manager will alert staff and Construction Managers immediately, and will offer an estimate to complete the services or resolution to prevent the variance from occurring. A monthly Project Status Report for every project will include monthly and rolled-up information, percent-complete efforts, percent-spent budgets, complete accounting of additional services, QA/QC log, and decision log.

AGS will carefully review the project scope, assess the potential for unforeseen conditions, and then recommended appropriate cost and schedule contingencies to cover possible changes. If needed, we will track the contingency allowances separately so that

they can be classified as surplus funds if they are not used and reallocated upon task closure with PWD review and approval.

TRACKING DELIVERY AND PERFORMANCE ADMINISTRATION

The AGS Team will also employ systems to track progress on deliverables and weekly costs. Our tracking procedure is built-in to our Project Management Plan and is outlined below:

Step 1 – A project kickoff meeting with key staff.

Step 2 – Once we are awarded a project, but before project execution, the Project Manager prepares a Project Memo which is an internal document that outlines the project team, work plan, requirements, constraints, schedule and budget along with the QC plan. Our QA/QC Managers will review the Project Memo to ensure that it meets company requirements and conforms to our contractual requirements. It may be revised as necessary and distributed to the project team to communicate updates.

Step 3 – Milestones within each project will be developed for review of draft and final products. They will distinguish peer reviews from the subsequent QA/QC review of a work product. The peer review focuses on fulfillment of goals and objectives, technical validity, completeness, and accuracy as required in each individual scope of work.

Step 4 – QA/QC review comes prior to established deliverable milestones to the PWD. The QA confirms that QC process occurs as directed in the Project Startup Memo. The QC review focuses on continued development of field and laboratory data, engineering principles and design, typographical errors, format consistencies, quality of textual narratives, and their consistency with data tables, figures, and plates. A QA/QC checklist and signoff sheet will be posted electronically for reviewers to check off and associate comment sheets for each deliverable. Additionally, QC and peer reviews will be tracked and reported in monthly status/ invoices and reports.

B. INTERFACING WITH CITY STAFF

We strongly believe that effective communication will be the cornerstone to developing a partnership with the PWD and achieving program goals. A comprehensive communication protocol is essential for a successful project, task assignment and execution. This would include routine internal and external meetings, clear and concise project status reports, and two-way communication. The AGS Team will hold regular project status meetings to discuss the progress and issues associated with active task assignments, to identify upcoming needs, and examine opportunities to optimize work scopes and schedules.

Project status meetings would generally be conducted monthly at a more frequent interval if project or program issues warrant. Felix Liu, our Lead Project Manager, will be the primary contact with the PWD and other City staff. He will foster a "team approach" between AGS, the PWD, and other involved parties by maintaining open and direct communications and ensuring that all parties' efforts are directed towards the common goals.

Felix Liu will also encourage direct communication with the AGS Team key project staff for easy and direct access to task-specific information, to discuss project issues, and provide emergency responses. He will:

- Lead program status meetings and distribute meeting agendas, minutes, etc.
- Communicate with PWD staff regarding scope and schedule changes.
- Lead incident and emergency responses.
- Proactively foster dialogue with involved stake-holders.

AGS has previously been involved in Partnering sessions and our aim will be to exceed all Partnering goals. We strive to maintain an atmosphere of fun and enjoyment among our design team. We wish to extend

that same atmosphere to the PWD Team and all involved stakeholders. Striving to be completely open and forthright about all design and construction issues, which arise in order to expedite, in unison with the PWD team, the best possible solutions regarding function, economy and speed.

C. ADVOCACY/COORDINATION/STAKEHOLDER ENGAGEMENT

Here is a list of how the AGS team approaches overcoming differing opinions amongst project stakeholders and methods that our team will employ to advocate for the progression of projects to stay on schedule while addressing concerns raised by City stakeholders:

- When initially working with stakeholders, AGS makes the effort to reach out personally on the phone and not by email. We listen and make that personal connection, understand how that person likes to communicate and work, and try to recognize their needs and issues.
- Be cognizant of their time. In most cases, the time the stakeholders need to invest in the project, takes them away from their regular duties. We ensure meetings are well prepared and start and finish on time. Don't revisit closed topics.
- Don't have "meetings," have productive "workshops." And don't outnumber the stakeholders. If they are intimidated or there are too many non-stakeholders in the room talking, the workshop is not about them. An intimate sharing of information is more productive than a cold formal meeting– keep the table small.
- Keep the stakeholders informed – don't treat them like mushrooms locked in a dark room!

For the resolution of most Technical Discrepancies during construction, a Request for Information (RFI) is usually an effective way to clarify differences in understanding during project operations. By utilizing RFIs, most unclarified issues are resolved on site before they develop as a technical dispute.

However, a Technical Deficiency which leads to a major dispute often cannot be resolved with an RFI, because it may result in an alteration of the means, methods, environment, duration, or the conditions of the construction process. Moreover, it will likely impact both the project budget and schedule.

In our experience, technical deficiencies can be resolved by collaboration between project personnel who have the appropriate expertise. AGS Construction Managers are licensed Architects and Engineers who have broad experience in all aspects of project construction in addition to design and documentation. The AGS Construction Management team has a proven record of joining forces with numerous Design/Build teams in order to devise solutions to Technical Deficiencies in a manner which minimizes impact on Schedule and Budget.

COST/SCHEDULE VARIANCES

Managing scope changes is recognizing the change in conditions and understanding the processes and procedures for documenting and approving the out of-scope services. The AGS team assures that the original scope for any task is very clearly defined and documented prior to work commencing. Tracking the scope is part of our team's quality assurance / quality control process. Diligent tracking provides early identification of potential scope changes resulting in proactive management of the schedule and cost.

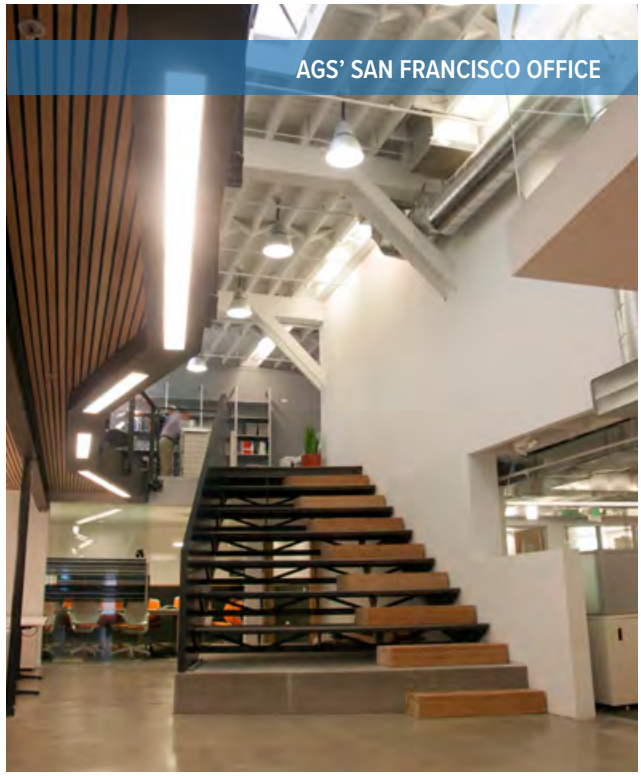
Potential scope changes will be reported to the Construction Manager in a timely manner with potential solutions for schedule and/or cost recovery or summary of additional needed services. SFPW has approval authority over all aspects of the technical scope of work and the AGS Team understands that authorization is needed before scope changes can be implemented. The AGS Team will ensure clear lines of communication exist between all parties.

AGS Lead Project and Construction Manager Felix Liu and Lead Scheduler, Meena Satyavolu, will work with our Lead Cost Estimator, Henry Tooryani, to identify exceedances of "trigger levels" in cost and schedule, and will alert both the Project & Construction Manager, in writing, if the trigger levels are ex-

ceeded. In the event of unexpected cost and schedule creep, we will alert SFPW of the irregularity, discuss schedule delays due to costs or scope growth and offer a resolution.

D. ESTABLISHED OFFICE IN SURROUNDING AREA

AGS, Inc.'s headquarter office, where the work will be performed, is in San Francisco. We are located within 10 miles of the City of Daly City's Public Works Department offices which allows us to be on-site for projects and meetings easily. The success of the AGS Team hinges on our ability to respond quickly, communicate clearly, and provide comprehensive Project Management and Construction Management Services to the the PWD. To make sure the City of Daly City receives high-quality support, we have formed a team who is local, brings substantial expertise and redundancy in every service category in the Scope of Services, and team members who have worked under similar contracts. This allows us to achieve greater consistency in what we deliver and efficiency in how we deliver it – providing you with better control of every project's success.



AGS' SAN FRANCISCO OFFICE

6 ADDITIONAL SERVICES

On Reverse:

Pictured: AGS staff working together on the SFPUC Southeast Outfall Islais Creek Crossing Replacement project, San Francisco, CA.

AGS

6. ADDITIONAL SERVICES

A. PROPOSED SCOPE OF SERVICES, CONSULTANT CAPABILITIES

The AGS team will be responsible for the proposed scope of services as defined in the RFP. With construction management professionals, civil, structural and geotechnical engineers, geologists, architects, and environmental engineers under one roof, we will ensure seamless coordination of our disciplines and efficient communication, providing savings of both time and budget. AGS has engaged a robust subconsultant team, hand-selected based on their past partnerships with our firm, plus experience working with public agencies on similar projects. As the prime firm for this contract, AGS pledges to use the key subcontractors listed for their specified disciplines, unless otherwise approved or requested.

Our team will provide:

Task 1 – General Project Management

Task 2 – Contract Administration, Public Bidding and Consultant Procurement

Task 3 – Design Support and Preparation of Certain Bidding Documents

Task 4 – Construction Management

B. ADDITIONAL OPTIONAL SERVICES

AGS does not propose any additional optional services at this time. However, we have a deep bench of proven subconsultants with whom we have strong working relationships. We can pull from our pool of subconsultants should this contract require additional services such as Sustainability, Structural Engineering, Landscape Architecture, and many others.

7 EXHIBITS, SCHEDULES, FORMS

On Reverse:

Pictured: Site work during Remodeling and Additions to the Medical Examiner Building, San Francisco, CA.

AGS provided Geotechnical Engineering services on the project.

AGS

7. EXHIBITS, SCHEDULES, FORMS

Not applicable - AGS has no Lobbying Activities to report.

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)

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

13. Form of Payment (check all that apply):

- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)

- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

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

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

City of Daly City
Capital Project Swarm
Various Facility, Park, Library and Other Improvements

January 2022

APPENDIX C - PROJECT ELEMENTS, REQUIRED SCOPE, AND FIRM'S PROPOSED INVOLVEMENT

Firm Name: AGS, Inc.

Make Selections Here

Phase / Firm's Program Manager's Responsibility / PROJECT — Project Element (if applicable)	Conceptual: Coordinate and/or hire/manage consultant	Outreach: Coordinate and/or hire/manage consultant	Design: PS&E Needed: Hire/manage design consultant	Design: "In-house": Self-perform	Advertise and Award: Self-perform	Construction Management: CM Firm Needed: Hire/manage CM consultant		Construction Management: "In-house": Self-perform	Projects Proposed: Is the Firm Proposing on This Project or This Element of the Project? (All "Other" selections shall be explained on an additional page in the proposal)	CM In-house: Are You Providing Qualificiations to, and proposing to Self-perform CM "In-house"?
MARGATE PARK IMPROVEMENTS	Required	Required	Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
SERRAMONTE LIBRARY IMPROVEMENTS										
HVAC & Built-up-roof Replacement			Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
ADA Upgrades, Elevator, & Energy Efficiency			Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
CITY HALL HVAC REPLACEMENT & CIVIC CENTER GENERATOR REPLACEMENT										
HVAC Replacement	Required		Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
Civic Center Generator Replacement	Required		Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
CIVIC CENTER NORTH HVAC ROOFTOP UNIT REPLACEMENT & CIVIC CENTER NORTH TENANT (HR) IMPROVEMENTS										
HVAC Rooftop Unit Replacement and Controls Upgrade				Required	Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
Tenant (Human Resources) Improvements	Required		Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
FIRE STATION 94 HVAC UPGRADE, BREAKROOM INSTALLATION, SLEEPING QUARTERS UPGRADE, & TRANING CENTER REMODEL										
HVAC Upgrade			Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
Breakroom Installation, Sleeping Quarters Upgrade, & Training Center Remodel	Required		Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
DOELGER ART CENTER HVAC & ROOF REPLACEMENT										
			Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
WAR MEMORIAL HVAC REPLACEMENT										
				Required	Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No
BAYSHORE EMERGENCY GENERATOR REPLACEMENT										
			Required		Required	Approach TBD	OR	Approach TBD	Yes / No / Other	Yes / No

Page 1 of 3

EXCEPTIONS

AGS, Inc. has reviewed the Sample Professional Services Agreement - Appendix A provided in the RFQ. We suggest the following modifications in red below.

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, to the extent actually caused by 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 are arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

AGS

AGS

5 FREELON STREET, SAN FRANCISCO, CA 94107
415 777 2166 | AGSINC.COM

Exhibit B

Daly City Capital Project Swarm Fee Estimate Spreadsheet 7.15.2022																
Project	Presumed Project Cost	Presumed Construction Cost	Conceptual		Design hire/ manage		Design: self perform		Advertise/ Award		Construction Management			Cost Control/ Micro	HVAC YEI	Total
			hrs/wk	est hrs	hrs/wk	est hrs	hrs/wk	est hrs	hrs/wk	est hrs	hrs/wk	est hrs	est total hours	est hrs	est hrs	
1. Serramonte Library	$2,600,000	$1,800,000														
HVAC	$800,000				4	32			6	24	7.5	80	136	28	66	
Other	$1,800,000					32				24		265	321			
2. Civ Ctr N HVAC & Tenant Improvements	$1,700,000	$1,200,000														
HVAC	$400,000								6	24	7.5	60	84	19	80	
Other	$1,300,000		8	96	4	32				24		163	315			
3. Fire Station 94 Improvements	$1,400,000	$950,000														
HVAC	$300,000				4	32			6	24	6.5	32	88	15	30	
Remodel	$1,100,000		8	96		32				24		157	309			
Total Estimated Hours													1253	62	176	
sub: Micro Fee @ $155/hr														$9,610		$9,610
sub: YEI Fee @ $263/hr															$46,288	$46,288
5% sub markup														$480.50	$2,314.40	$2,794.90
AGS Fee @ $200/hr													$250,600			$250,600
Total Estimated Fee																**$309,292.90**

Exhibit C
Scope of Services

1. Exhibit A includes information on eight projects as the City's original Request for Proposals identified up to eight projects. The Consultant shall perform work on the following three projects.

Name: Serramonte Library Improvements
Type: Library – HVAC, Roof, ADA, Elevator, Energy Efficiency
Construction Cost: $1,800,000
Total Budget: $2,600,000 ($800,000 HVAC & Roof; $1,800,000 Others)
Funding Sources: American Rescue Plan Act, State of California, Local
Description: Remove and replace four (4) natural gas fueled electric powered HVAC packaged rooftop package units and associated air ducting and replace associated built-up roofing. Install a new elevator and implement ADA improvements throughout the facility. Upgrade obsolete and inefficient lighting system throughout first and second floor of the facility, to include new energy efficient lighting, lighting controls, and T-Bar ceiling. Inter-departmental coordination is needed as part of the design process.

Name: Civic Center North HVAC System Rooftop Unit Replacement & Civic Center North Tenant (HR) Improvements
Type: City Facility – HVAC and Remodel
Construction Cost: $1,200,000
Total Budget: $1,700,000 ($400,000 HVAC; $1,300,000 Remodel)
Funding Sources: American Rescue Plan Act, Local
Description: HVAC units are at the end of their useful life. The HVAC work will increase HVAC reliability for tenants and community partners using the building, and provide ventilation and air circulation improvements. HVAC controls for the building will also be upgraded. The ground floor contains an unimproved tenant space that will be remodeled for City use. This work will construct tenant improvements to convert the unfinished portions of the first floor of Civic Center North into an office space for City use by the Human Resources Department. The project will include creation of an entryway, up to four offices, a conference room, a training room, restroom facilities, a kitchen area, and filing and copy areas. Inter-departmental coordination is needed as part of the design process.

Name: Fire Station 94 Improvements
Type: City Facility – HVAC and Remodel

Construction Cost: $950,000
Total Budget: $1,400,000 ($300,000 HVAC; $1,100,000 Remodel)
Funding Sources: Local
Description: Installation of a new HVAC system at Fire Department Administration Facilities at Fire Station 94. Installation of the HVAC system will comply with current building codes, Title 24, provide cooling operations, and provide increased energy efficiency. Remodel work includes a new training center, break room, ADA upgrades to restrooms, a new sleeping quarters, and other improvements. Inter-departmental coordination is needed as part of the design process.

2. Furthermore, the Consultant shall perform the scope of services as identified in the City's Request for Proposals, including but not limited to the following which is supplemental to Exhibit A.

TASK 1 General Project Management

Work on General Project Management reflects the effort, advocacy, coordination, problem-solving, creativity, and planning required to take a capital project from concept through construction. The Consultant will have to properly scope the capital project and receive buy-in from stakeholders prior to proceeding to the next phase.

General Project Management includes, but is not limited to:

- Coordination
- Solicitation of input from stakeholders
- Project scoping
- Preparation of planning-level cost estimates
- Advocacy
- Setting and following project schedules

Compliance with funding requirements and deadlines

- Conceptual planning
- Identifying and recommending cost savings to City staff
- Conducting and coordinating public outreach
- Prepare informative updates on project statuses and progress
- Coordinate across multiple projects, consultants, contractors and other contracts; minimize and resolve conflicts to facilitate project progress
- Manage consultant and construction contract scope and budgets
- Generally ensuring that projects stay on schedule, within approved budget, and identifying critical paths, and achieving the City's goals with regards to capital project implementation

TASK 2 Contract Administration, Public Bidding and Consultant Management

Work on Contract Administration involves the procurement and management of consultant and construction contracts on behalf of the City in accordance with City procedures and California Public Contract Code. It is anticipated that Contract Administration will occur on most phases of projects in the Capital Project Swarm. For example, the Consultant may procure and manage Consultant A for design of Project A, and may procured and manage Consultant B for construction management of Project A, and may facilitate the advertisement and award of a construction contract to Contractor C for the same Project A.

Contract Administration includes, but is not limited to:

- Generally, manage the procurement process for consultants
- Generally, manage the public bidding process for construction contracts
- Generally, administer consultant contracts and manage consultants
- Stimulate bid and proposal interest from consultants and contractors
- Develop Requests for Proposals to procure consultant contracts for conceptual, outreach, design, construction, and construction management services
- Review and coordinate the review and procurement of consultant services contracts on behalf of the City
- Comply with City procedures, ordinances, and funding requirements and deadlines
- Conduct pre-bid and pre-construction meetings
- Coordinate advertisement, bidding, and award of public works construction contracts
- Evaluate bonds, insurance, and bid documents
- Prepare staff reports for City Council award of consultant and construction contracts
- Coordination contract document execution and contract/construction implementation
- Review and make recommendations on contract amendment or scope increase requests from consultants. In particular determine if the requests are legitimate
- Produce weekly management report summary defining the progress of the work. Produce a more detailed monthly report of the same items
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation, and make recommendation for payment to the City
- Monitor the contract schedule provided by the consultant

TASK 3 Design Support and Preparation of Certain Bidding Documents

Work on Design Support and Preparation of Certain Bidding Documents describes additional services that the Consultant will provide during the design phase of

projects. These services are on top of the typical Contract Administration services expected during a design phase in order to indicate the additional involvement and expertise required of the Consultant.

Design Support and Preparation of Certain Bidding Documents includes, but is not limited to:

 Provide experienced feedback on design documents and PS&E to ensure a timely, technically sound, cost-effective manner of project implementation
 Facilitate the City's review of design documents and PS&E
 Ensure design consultants are adequately addressing any PS&E comments in a cost-effective
and efficient manner prior to circulation to City staff
 Coordinate consultant activities and work with City staff to provide existing as-builts, survey information, utility maps, or other applicable information for
consultant or the Consultant's (AGS's) use
 Ensure contract documents provide sufficient notice and coordination with building occupants and tenants to minimize disruption to City operations as directed by the City
 For projects on City building facilities, facilitate building permit review and issuance for PS&E and contractor shop drawings as applicable by the City's building department
 Prepare bidding documents to procure contractors for various HVAC, Generator, and Roofing elements of work for certain projects. These projects or elements of projects are identified for "in-house design" by the Consultant because they will require public bidding, but these scopes of work will not necessarily require full PS&E designed by mechanical engineers. Instead, RFPs with sufficiently detailed scope will be prepared by the Consultant for public bidding by qualified contractors

TASK 4 Construction Management

Construction Management of the projects in the Capital Project Swarm is a key need for these projects and is a primary driver for the City's issuance of this RFP. The City is expecting the Consultant to provide experience and knowledge that will ensure the timely, cost-effective, safe, high-quality delivery of capital projects.

Construction Management includes, but is not limited to:

 Work with the City, designer(s), contractor(s), and other stakeholders to clearly define roles and responsibilities during construction and develop a construction management plan
 Coordinate the work of the contractor without interfering in the progress of the

project, and making them a part of the project team
 Chair and conduct meetings with City, designer(s) and contractor(s), and produce minutes from each meeting. Ensure that the project is on schedule and if not, develop recovery plans with the contractor
 Establish notification procedures for any shutdowns of utilities for the progress of the work
 Coordinate the testing and inspection of the project and review test reports and make recommendations as necessary
 Coordinate the activities of the multiple contracts within and between projects to ensure that they are not interfering with each other
 Produce monthly cost reports to monitor the current and project final costs of the project
 Provide administrative assistance to manage the filing systems, meeting minutes and the office
 Develop and maintain correspondence logs
 Review and make recommendations on change order requests from the contractors. In particular determine if the requests are legitimate
 Review any City or design team document changes and prepare cost estimates for each
 Maintain a change order log reflecting potential change orders, the status of each change order and the total cost of known or anticipated changes
 Develop and maintain submittal and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate
 Develop and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design teams
 Produce weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Produce a more detailed monthly report of the same items
 Review the contractor's monthly payment requests for completeness and accuracy including ensuring that proper certified payroll documentation and lien releases are in order and make recommendation for payment to the City
 Monitor the construction schedule provided by the contractor
 Provide progress photos and video taping of the project on a regular basis
 Review any potential claims. If any are received, review them and make recommendations
 Conduct field inspection to evaluate work in progress to confirm that it conforms to the contract documents. The City seeks generalist inspection skills related to building systems such as mechanical, electrical, plumbing and telecommunications. For park, library, and fire station projects, experience with the same is desired
 Schedule building department, Department of Water and Wastewater Resources, and all other required special inspections
 Coordinate with the Public Works Department's maintenance division and provide

sufficient advanced notice of any disturbances to building occupants or tenants
 Work with all local and government agencies to keep them informed of the progress of the project. Meet with them as required
 Monitor the contractor's safety program
 Prepare in conjunction with the design team and City all punch-lists. Monitor the completion of the punch-lists by the contractor
 Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties
 Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project
 Prepare a final close out report with recommendation as to final payment, notice of completion, and file system for retrieval of closeout documentation
 Coordinate with the City's building department to obtain any required certificates of occupancy
 Assist with commissioning project facilities and owner training

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Adopt A Resolution Authorizing the Purchase, Installation, and Construction of an Outdoor Fitness Court at Westlake Park

Recommended Action

Staff recommends the City Council:

1. Authorize the City Manager to execute a purchase agreement with National Fitness Campaign LP for the purchase of an outdoor fitness court, in the amount of $142,350.00; and

2. Authorize the City Manager to execute all necessary contracts to complete the project.

Discussion

On March 14, 2022, City Council adopted Resolution No. 22-38, which allowed Daly City to accept two $30,000 grants (for a total of $60,000) from the National Fitness Campaign for two fitness courts. The adoption of Resolution No. 22-38 completed milestone one of National Fitness Campaign's 2022 funding cycle grant program requirements securing the grants. The next step, if approved tonight will complete milestone two, allowing staff to proceed with procuring the fitness courts and flooring, and onboarding contractors needed to complete the project.

The new outdoor fitness court at Westlake Park provides an opportunity to enhance the quality of life in Daly City by providing more opportunities for the community to exercise and recreate. Once installed, the court will support the Recreation Division's robust Active Adult & Senior Services programming at Doelger Senior Center. The courts will provide free fitness to the community, while also providing opportunities for the Recreation Division to teach classes within the court. Additionally, this project will bring to life aspects of the City's Parks Master Plan that includes a vision to ensure Daly City has an accessible, equitable, and sustainable system of parks that maximizes the recreational opportunities available to all of the City's residents, workers, and visitors.

The City's adoption of the FY2023 Comprehensive Annual Capital Budget included an appropriation of $335,000 for the Outdoor Fitness Court at Westlake Park.

The outdoor fitness court must be acquired from the National Fitness Campaign LP. No other vendor, distributor, or organization sells this system. The official installation partner of National Fitness Campaign LP is Engineered Installation Solutions LLC. Engineered Installation Solutions LLC will complete the installation of the compatible fitness flooring and the assembly and installation of the fitness court equipment.

Fiscal Impact

The total estimated construction cost for this project is $335,000, which includes $142,350 for the purchase of the outdoor fitness court, $27,000 for installation of the compatible fitness flooring and outdoor fitness court, and $165,650 for site preparation, miscellaneous improvements, and a fifteen percent (15%) contingency.

Sufficient funding for this project was approved in the FY2023 Comprehensive Annual Capital Budget, account number 31-317-881, Outdoor Fitness Court at Westlake Park.

Summary/Conclusion

Staff recommends the City Council:

1. Authorize the City Manager to execute a purchase agreement with National Fitness Campaign LP for the purchase of an outdoor fitness court, in the amount of $142,350.00; and

2. Authorize the City Manager to execute all necessary contracts to complete the project.

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

Respectfully submitted,

Jeffery Fornesi
Asst. to the Director of Public Works

Richard Chiu, Jr.
Director of Public Works

Attachment: National Fitness Campaign LP Quote

National Fitness Campaign LP
For all questions regarding this quote, contact: info@nfchq.com

Created Date	6/21/2022
Expiration Date	8/1/2022
Quote Number	00000285

QUOTE

Bill To Name	Daly City, CA (Westlake Park)
Bill To	333 90th Street Daly City, CA 94015

Description	Quantity	Total Price
Fitness Court® and National Campaign Resources	1.00	$138,000.00
Freight, Packing and Insurance for shipment	1.00	$4,350.00

Tax %	0.0000%
Grand Total	$142,350.00

Terms

1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties
2. TAX EXEMPTION
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.
3. GRANT DISBURSEMENT
Partner has elected to receive NFC $30,000 grants as direct disbursements in the form of checks. Upon receipt of Grant Checks, Partner shall promptly remit payment for remaining funding noted herein. Issuance of a PO shall confirm compliance with these terms, and upon issuance of PO, NFC shall release grant checks.

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Adopt A Resolution Authorizing the Purchase, Installation, and Construction of an Outdoor Fitness Court at Lincoln Park

Recommended Action

Staff recommends the City Council:

1. Authorize the City Manager to execute a purchase agreement with National Fitness Campaign LP for the purchase of an outdoor fitness court, in the amount of $142,350.00; and

2. Authorize the City Manager to execute all necessary contracts to complete the project.

Discussion

On March 14, 2022, City Council adopted Resolution No. 22-38, which allowed Daly City to accept two $30,000 grants (for a total of $60,000) from the National Fitness Campaign for two fitness courts. The adoption of Resolution No. 22-38 completed milestone one of National Fitness Campaign's 2022 funding cycle grant program requirements securing the grants. The next step, if approved tonight will complete milestone two, allowing staff to proceed with procuring the fitness courts and flooring, and onboarding contractors needed to complete the project.

The new outdoor fitness court at Lincoln Park provides an opportunity to enhance the quality of life in Daly City by providing more opportunities for the community to exercise and recreate. Once installed, the court will support the Recreation Division's robust Active Adult & Senior Services programming at Lincoln Park Community Center. The courts will provide free fitness to the community, while also providing opportunities for the Recreation Division to teach classes within the court. Additionally, this project will bring to life aspects of the City's Parks Master Plan that includes a vision to ensure Daly City has an accessible, equitable, and sustainable system of parks that maximizes the recreational opportunities available to all of the City's residents, workers, and visitors.

The City's adoption of the FY2023 Comprehensive Annual Capital Budget included an appropriation of $335,000 for the Outdoor Fitness Court at Lincoln Park.

The outdoor fitness court must be acquired from the National Fitness Campaign LP. No other vendor, distributor, or organization sells this system. The official installation partner of National Fitness Campaign LP is Engineered Installation Solutions LLC. Engineered Installation Solutions LLC will complete the installation of the compatible fitness flooring and the assembly and installation of the fitness court equipment.

Fiscal Impact

The total estimated construction cost for this project is $335,000, which includes $142,350 for the purchase of the outdoor fitness court, $27,000 for installation of the compatible fitness flooring and

outdoor fitness court, and $165,650 for site preparation, miscellaneous improvements, and a fifteen percent (15%) contingency.

Sufficient funding for this project was approved in the FY2023 Comprehensive Annual Capital Budget, account number 31-317-880, Outdoor Fitness Court at Lincoln Park.

Summary/Conclusion

Staff recommends the City Council:

1. Authorize the City Manager to execute a purchase agreement with National Fitness Campaign LP for the purchase of an outdoor fitness court, in the amount of $142,350.00; and

2. Authorize the City Manager to execute all necessary contracts to complete the project.

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

Respectfully submitted,

Jeffery Fornesi
Asst. to the Director of Public Works

Richard Chiu, Jr.
Director of Public Works

Attachment: National Fitness Campaign LP Quote

National Fitness Campaign LP
For all questions regarding this quote, contact: info@nfchq.com

Created Date	6/21/2022
Expiration Date	8/1/2022
Quote Number	00000284

QUOTE

Bill To Name	Daly City, CA (Lincoln Park)
Bill To	333 90th Street Daly City, CA 94015

Description	Quantity	Total Price
Fitness Court® and National Campaign Resources	1.00	$138,000.00
Local Artist Collection - Premium Full Wrap Vinyl Mural with Custom Artwork & Artist's Bio	1.00	$0.00
Freight, Packing and Insurance for shipment	1.00	$4,350.00

Tax %	0.0000%
Grand Total	$142,350.00

Terms

1. PAYMENT TERMS
Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties
2. TAX EXEMPTION
This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.
3. GRANT DISBURSEMENT
Partner has elected to receive NFC $30,000 grants as direct disbursements in the form of checks. Upon receipt of Grant Checks, Partner shall promptly remit payment for remaining funding noted herein. Issuance of a PO shall confirm compliance with these terms, and upon issuance of PO, NFC shall release grant checks.

City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Public Hearing – Abatement Lien at 499 Santa Barbara Avenue (APN 003-121-010)

Recommended Action

Adopt a resolution authorizing the placement of an abatement lien recorded on the property located at 499 Santa Barbara Avenue, Daly City, to be collected as special assessment by the San Mateo County Recorder-Assessor Office.

Background/Discussion

This case involves a code enforcement action at the property located 499 Santa Barbara Avenue (APN 003-121-010). On September 21, 2021, the City obtained a Preliminary Injunction from the San Mateo Cunty Court to abate the public nuisance located at this property. Pursuant to the court injunction, the City entered the property to abate a public nuisance of trash and debris. Staff obtained the services of Peninsula Hauling & Demolition and BK Demolition in order to remove all existing debris in the front and rear of the dwelling on the exterior of the housing approximately 180 yard area. Due to the severity of the public nuisance, City staff and contractors performed several clean ups at the site pursuant to the Court Order to abate the public nuisance.

On February 15, 2022, the City sent the Property Owner a cost recovery bill in the amount of $30,987.30, with a detailed invoice of staff time and reimbursement for the services of Peninsula Hauling Services. (See attached) As of to date, the Property Owner has failed to submit any payment to the City. In accordance with Daly City Municipal Code Section 8.15.450 and Government Code Section 38773.5, the City is authorized to seek recovery of costs by special assessment lien to be placed on the Property.

Proper notice of the Public Hearing was published by the City Clerk. A Notice of Intent to Lien Real Property was mailed to the Property Owner. As of to date, the Property Owner has not contacted the Finance Department or the City Attorney's Office in an effort to remit payment.

Summary/Conclusion

Staff recommends that the City Council conduct a public hearing and adopt a Resolution authorizing the recordation of an abatement lien on the property located at 499 Santa Barbara to recover costs. Such abatement lien to be collected by the San Mateo County Recorder-Assessor's Office as a special assessment in the same manner as the property tax rolls.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Tatum Mothershead
ECD Director

CITY OF DALY CITY

333-90TH STREET
DALY CITY, CA. 94015-1895
(650) 991-8144
AR@DALYCITY.ORG

Invoice Number: AR255248

Your account is due and payable in full upon receipt of this invoice. Any amount over 60 days old will be sent to collection if payment is not received within 15 days from date of the Final Notice.

Billing Date: 02/15/2022
Account Number: MIS7281AR
Amount Due: $30,987.30

MOGANNAM, AMIR
499 SANTA BARBARA AVE
DALY CITY, CA 94014

Pay by check or online www.dalycity.org/ar

Trans Date	Description	Quantity	Unit Price	Amount
	499 SANTA BARBARA CLEAN UP	1.00	0.00	0.00
	CODE ENFORCEMENT OFFICER	1.00	0.00	0.00
	9/21/21-2/8/22 28HRS @ $176/HR	1.00	4,048.00	4,048.00
	PD LIEUTENANT	1.00	0.00	0.00
	9/21-11/21 10HRS @ $201.13/HR	1.00	2,011.30	2,011.30
	PD CAPTAIN	1.00	0.00	0.00
	12/21-2/22 7 HRS @ $304/HR	1.00	2,128.00	2,128.00
	PENINSULA HAULING INV #7072	1.00	8,900.00	8,900.00
	PENINSULA HAULING INV #7073	1.00	8,900.00	8,900.00
	BK DEMOLITION LLC INV #682	1.00	5,000.00	5,000.00
			Total Due	$30,987.30

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please write account number on checks.

A late payment penalty of 1.5% per month is due on unpaid balances 31 days from billing.

Reference:
MOGANNAM, AMIR
499 SANTA BARBARA AVE
DALY CITY, CA 94014

Invoice Number: AR255248
Account Number: MIS7281AR
Invoice Date: 02/15/2022
Due Date:

Total Amount Due: $30,987.30

Total Payment: $ _____

Make checks payable and remit to:

City of Daly City
Accounts Receivable
333 90th St
Daly City, CA 94015

Reimbursement for 499 Santa Barbara Clean Up

Bill to: Mogannam, Amir PEID: MIS7281AR

Regarding Address: 499 Santa Barbara Ave
Daly City, CA 94015

Mailing Address: 3392 Fleetwood Dr
San Bruno, CA 94066

Reimbursement for Employee Time:

Employee	Dates	Price per Hour	Total
Code Enforecement Officer	Sep 21-Febraury 8, 2022	28Hr @ $176 per hour	$ 4,048.00
Police Lieutenant	Sept 21-November 2021	10hrs @ $201.13 per hour	$ 2,011.30
Police Captain	Decr 2021-Feb 8, 2022	7hrs @ $304 per hour	$ 2,128.00

Reimbursement for Hauling Services :

Vendor	Invoive Number	Date	Amount
Peninsula Hauling	INV 7072	9/18/2021	$ 8,900.00
Peninsula Hauling	INV 7073	9/18/2021	$ 8,900.00
BK Demolition, LLC	682	2/4/2022	$ 5,000.00
		Total to Bill	$30,987.30

Account: 01-300-341-3796

*Please send copy of invoices and time breakdown with invoice

San Mateo County - Property Assessment

Summary of Property Details

APN: 003121010

Owner 1: MOGANNAM AMIR

Owner 2:

Care Of:

Owner Address: 3392 FLEETWOOD DR
SAN BRUNO
CA, 94066-

Situs Address: 499 SANTA BARBARA AVE
DALY CITY

District: 5

Legal Description: LOT 4 BLOCK 3 OCEAN VIEW HMSTD RSM D/30 CITY OF DALY CITY

Neighborhood: 005

Property Use Details

C / I Misc. (79)

Land Area (sq ft): 4730

Year Built: 0

Gross Bldg Area (sq ft): 2553

Current Jurisdictions

Supervisorial: 5

Congressional: 14

Assembly: 19

Senatorial: 11

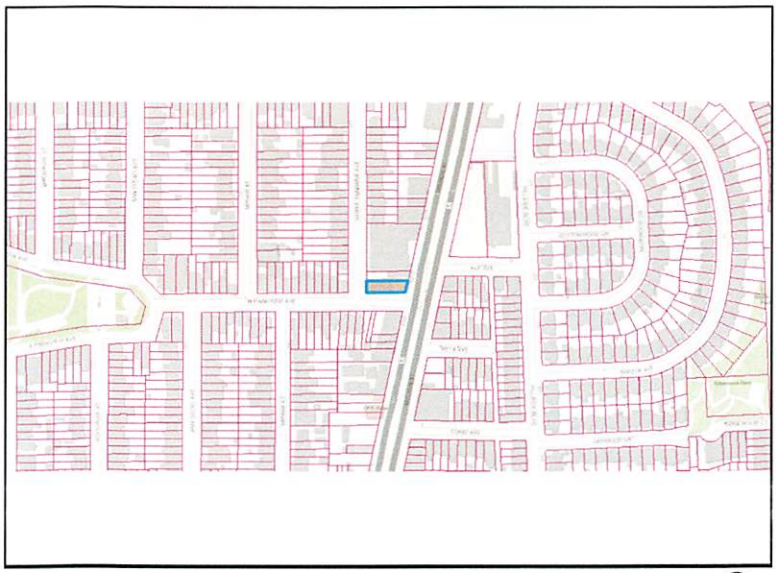
Election Precinct: 56057

City Name: DALY CITY (Incorporated Area)

Zip Code: 94014

Mitigation Fee Area: None Assigned

Planning Zone: NO DATA ASSIGNED



Selected parcel highlighted

MOGANNAM, AMIR

DALY CITY CODE ENOFORCEMENT CLEAN UP

ACCT CODE: 01-300-341-3796

DATE OF EVENT	TYPE OF EVENT	Code Enforcement Officer $176.00	PD Lieutenant $201.13	PD Captain $304.00	TOTAL
18-Sep-21	First Clean Up	10.00	10.00		
	HOURS	10.00	10.00	-	20.00
	AMOUNT DUE	$ 1,760.00	$ 2,011.30	$ -	3,771.30
31-Oct-21	Weekly Follow Ups	1.00	-	-	
	HOURS -	1.00			1.00
	AMOUNT DUE	$ 176.00			176.00
30-Nov-21	Weekly Follow Ups	$ 1.00	$ -	$ -	
	HOURS -	1.00			1.00
	AMOUNT DUE	$176.00			$176.00
31-Dec-21	Weekly Follow Ups	1.00	-	-	
	HOURS -	1.00			1.00
	AMOUNT DUE	$ 176.00			176.00
31-Jan-21	Weekly Follow Ups	5.00	-	-	
	HOURS -	5.00			5.00
	AMOUNT DUE	$ 880.00			880.00
4-Feb-21	Second Clean Up	7.00		7.00	
	Follow Ups thru 2/8	3.00	-	-	
	HOURS -	10.00	-	7.00	17.00
	AMOUNT DUE	$ 1,760.00	$ -	$ 2,128.00	3,888.00
	TOTAL HOURS	28.00	10.00	7.00	45.00
	TOTAL AMOUNT DUE	4,048.00	2,011.30	2,128.00	8,187.30

TOTAL AMOUNT DUE 8,187.30

→ 54718

Peninsula Hauling & Demolition Inc
LIC. # 988312
839 Cherry Ln
San Carlos, CA 94070 US
info@peninsulahauling.com
www.peninsulahhauling.com

SEP 20 2021

BILL TO
City of Daly City
333 90th Street
Daly City, CA 94015

SHIP TO
City of Daly City
499 Santa Barbara Avenue
Daly City, CA 94014

Final Payment Request 7073

DATE 09/18/2021

DUE DATE 09/18/2021

SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP
Email	GC	RC	PHD

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Peninsula Hauling & Demolition is pleased to provide the following scope of work.	1	8,900.00	8,900.00
		Remove all existing debris in the front and rear of dwelling on exterior of house approximately 180 yards as specified per code enforcement Dept at $1,200 per 16 yard truck. Excluding any paints or tires. Once hauling has been completed area will be broom swept Price includes cost of labor and fees. Cost: $17,800.00 Note: Price is based on machinery been used to off haul debris.			
		Final 50% Payment are due in full upon completion of work			

PO Number	Partial	Final
20722	✓	
Account Code: 01-300-341-4220 $8,900.00		
Description: Hauling service for 499 Santa Barbara		
Approval To Pay:	Date: 9/21/21	

TOTAL DUE **$8,900.00**

→ 54718

Peninsula Hauling & Demolition Inc
LIC. # 988312
839 Cherry Ln
San Carlos, CA 94070 US
(650) 596-8105
info@peninsulahauling.com
www.peninsulahhauling.com

SEP 28 2021
EDIT DEPT

BILL TO	SHIP TO
City of Daly City	City of Daly City
333 90th Street	499 Santa Barbara Avenue
Daly City, CA 94015	Daly City, CA 94014

SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP
Email	GC	RC	PHD

Sales	Peninsula Hauling & Demolition is pleased to provide the following scope of work.	1	8,900.00	8,900.00
	Remove all existing debris in the front and rear of dwelling on exterior of house approximately 180 yards as specified per code enforcement Dept at $1,200 per 16 yard truck. Excluding any paints or tires. Once hauling has been completed area will be broom swept Price includes cost of labor and fees. Cost: $17,800.00 Note: Price is based on machinery been used to off haul debris.			
	First 50% Payment are due in full upon completion of work			

PO Number 20722	Partial	Final ✓
Account Code 01-300-341-4220 $8,900.00		
Description Hauling service @ 499 Santa Barbara		
Approval To Pay	Date	

BK DEMOLITION

BK Demolition, LLC

2289 Ridgemere Circle, Roseville, CA 95747
916-955-6604 | contact@bkdemolition.com | www.bkdemolition.com

RECIPIENT:

Everett James
499 Santa Barbara Avenue
Daly City, California 94014

Invoice #682	
Issued	02/04/2022
Due	02/04/2022
Total	**$5,000.00**
Account Balance	$5,000.00

For Services Completed

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Hauling services	Hauling items from back yard	1	$5,000.00	$5,000.00

Total	**$5,000.00**
Account balance	**$5,000.00**

Thank you for your business. Please contact us with any questions regarding this invoice.

CITY OF DALY CITY

DEPARTMENT OF FINANCE
333-90TH STREET
DALY CITY, CA 94015-1895

PURCHASE ORDER

No. 20722

ALL INVOICES AND PACKAGES MUST SHOW THIS NUMBER.

DATE OF ORDER	REQUIRED DELIVERY DATE	TERMS	F.O.B.	VENDOR REFERENCE
09/21/21				54718

NAME AND ADDRESS OF VENDOR
PENINSULA HAULING & DEMOLITION INC
839 CHERRY LANE
SAN CARLOS, CA 94070

SHIP TO:
NOT APPLICABLE

ITEM	QTY	DESCRIPTION	TAX	UNIT PRICE	EXTENSION
1	1	Hauling services for 499 Santa Barbara	0.00	17,800.00	17,800.00
				PO TOTAL	17,800.00

(Note: The spaces below are for City use, only.)

DATE	REMARKS	AMOUNT	BALANCE
9/21/21	INVOICE # 7073	$8,900.00	$8,900.00

I certify Materials/Services described above were received.
Approval To Pay Date

PAYMENT MADE ONLY ON COMPLIANCE WITH SHIPPING INSTRUCTIONS AND ITEM DESCRIPTIONS ABOVE, INSTRUCTIONS BELOW.

1. ADDRESS INVOICES AND ALL CORRESPONDENCE TO: DEPARTMENT OF FINANCE, 333 - 90TH STREET, DALY CITY, CA. 94015-1895
2. ALL SHIPMENTS MUST BE PREPAID.
3. EACH PURCHASE ORDER MUST BE BILLED ON A SEPARATE INVOICE.
4. THE CITY IS EXEMPT FROM FEDERAL EXCISE TAX. EXCISE EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.
5. IF YOU ARE A NON-CALIFORNIA VENDOR WITH A STATE OF CALIFORNIA SALES TAX PERMIT, ADD CALIFORNIA SALES TAX AND SHOW CALIFORNIA PERMIT NUMBER ON INVOICE.

CITY MANAGER	PURCHASING AGENT	REQUISITION NUMBER	DEPARTMENT
Shawnna Maltbie		R14106	ECD

CALL (650) 991-8041
FOR INQUIRIES REGARDING THIS ORDER

ACCOUNT CODES	AMOUNT/PCT
01300341 4220	17,800.00

CITY OF DALY CITY

DEPARTMENT OF FINANCE
333-90TH STREET
DALY CITY, CA 94015-1895

PURCHASE ORDER

No. 20722

ALL INVOICES AND PACKAGES MUST SHOW THIS NUMBER.

DATE OF ORDER	REQUIRED DELIVERY DATE	TERMS	F.O.B.	VENDOR REFERENCE
09/21/21				54718

NAME AND ADDRESS OF VENDOR
PENINSULA HAULING & DEMOLITION INC
839 CHERRY LANE
SAN CARLOS, CA 94070

SHIP TO:
NOT APPLICABLE

ITEM	QTY	DESCRIPTION	TAX	UNIT PRICE	EXTENSION
1	1	Hauling services for 499 Santa Barbara	0.00	17,800.00	17,800.0
				PO TOTAL	17,800.00

(Note: The spaces below are for City use, only.)

DATE	REMARKS	AMOUNT	BALANCE
9/21/21	INVOICE # 7073	$8,900.00	$8,900.00
10/7/21	INVOICE # 7072	$8,900.00	Ø

I certify Materials/Services described above were received.
Approval To Pay Date

PAYMENT MADE ONLY ON COMPLIANCE WITH SHIPPING INSTRUCTIONS AND ITEM DESCRIPTIONS ABOVE, INSTRUCTIONS BELOW.

1. ADDRESS INVOICES AND ALL CORRESPONDENCE TO: DEPARTMENT OF FINANCE, 333 - 90TH STREET, DALY CITY, CA. 94015-1895
2. ALL SHIPMENTS MUST BE PREPAID.
3. EACH PURCHASE ORDER MUST BE BILLED ON A SEPARATE INVOICE.
4. THE CITY IS EXEMPT FROM FEDERAL EXCISE TAX. EXCISE EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.
5. IF YOU ARE A NON-CALIFORNIA VENDOR WITH A STATE OF CALIFORNIA SALES TAX PERMIT, ADD CALIFORNIA SALES TAX AND SHOW CALIFORNIA PERMIT NUMBER ON INVOICE.

CITY MANAGER	PURCHASING AGENT	REQUISITION NUMBER	DEPARTMENT
Shawnna Maltbie		R14106	ECD

CALL (650) 991-8041
FOR INQUIRIES REGARDING THIS ORDER

ACCOUNT CODES	AMOUNT/PCT
01300341 4220	17,800.00

Peninsula Hauling & Demolition
839 Cherry Lane
San Carlos, CA 94070
Phone: 650-596-8105
Fax: 650-596-8847
Lic.# 988312

Estimate #7507
Sent on 08/16/2021
Service Address 499 Santa Barbara Avenue
Daly City, CA 94014

City of Daly City
333 90th Street
Daly City, CA 94015

PRODUCT / SERVICE	DESCRIPTION
Estimate Greeting	Peninsula Hauling & Demolition is pleased to provide the following estimate for the above referenced service address based on site walk - through and description of the following scope of work:
Scope of work	Remove all existing debris in the front and rear of dwelling on exterior of house approximately 180 yards as specified per code enforcement Dept at $1,200 per 16 yard truck. Excluding any paints or tires. Once hauling has been completed area will be broom swept Bid includes cost of labor and fees. Cost: $17,800.00 Note: Price is based on machinery been used to off haul debris. Note: Contract is based on scope of work being completed in one phase. If contract is split into phase's additional fees will apply.
Estimated Terms	PHD may have to cross side walks and curbs with heavy equipment to perform work. PHD will use its best effort to minimize damage to these areas and will not be held responsible for any damages sustained to these areas. PHD will not be held responsible for any damages done to unmarked utilities. This contract is based on PHD standard insurance coverage any additional umbrella coverage will be provided at an additional cost to the GC/ homeowner. PHD will not be providing wavers of subrogation for any project. *Only work stipulated in the above scope of work paragraph will be valid anything else will be considered a change order. Subcontractor is performing and accepting this job as a non union subcontractor. Note:*** PHD will need to remove necessary fencing in order to gain access for machinery needed. PHD will not assume the responsibility for reinstalling any fencing.*** Price is based on Peninsula Hauling & Demo using Zanker Road for debris disposal and Stevens Creek for concrete disposal. If contractor has any special requests on a disposal site, contract price will be revised based on disposal site distance from job site and prices. Subcontractor shall not be responsible for any delays beyond subcontractor reasonable control. Limitations of liability. Owner and contractor agrees to release, indemnify,defend and hold PHD, it's agents, independent contractors and employees (Hereinafter referred to collectively as PHD) harmless from any and all liability or claim , which is not created wholly by PHD's negligence or willful misconduct. In the event that an action is brought to enforce the terms of this contract the prevailing party shall be entitled to his responsible fees and costs. In the event of an inconsistency between the contractors sub contractor and this document and the terms of this document shall prevail.
Exclusions	Winterization Testing, handling and removal of any hazardous, contaminated and or asbestos containing material. Concrete Removal Paint Soils Engineer Tree Removal Tree protection Tree permits & fees Remove all existing trees less than 8 inches in diameter.

Peninsula Hauling & Demolition
839 Cherry Lane
San Carlos, CA 94070
Phone: 650-596-8105
Fax: 650-596-8847
Lic.# 988312

Estimate #7507
Sent on 08/16/2021
Service Address 499 Santa Barbara Avenue
Daly City, CA 94014

City of Daly City
333 90th Street
Daly City, CA 94015

PRODUCT / SERVICE	DESCRIPTION
Payment Terms	Payment due upon completion of work Customer initial_____ Date_____ PHD Sales Rep._____ Date_____ No retention is to be held. 3% Service fee for any credit card transactions. 3% late fee per month will be applied up to a total of 36% per year on all invoices not paid on the terms of this contract. This quote is per our discussion. Please sign and return as an acceptance. Thank you for considering Peninsula Hauling & Demolition Inc. for your construction needs.

Signature (customer)_____ Date_____
Print Name (Customer)_____

Signature (PHD Representative)_____ Date_____

Signature (PHD Sales Representative)_____ Date_____

Peninsula Hauling and Demolition Inc. is a state Certified lead Abatement Company, that will test and remove any existing lead paint

Total $17,800.00

09/16/2021 Tatum Nethershead
Date Client Signature

Maybelline Sharpe

From: Tatum Mothershead
Sent: Thursday, September 16, 2021 11:52 AM
To: Maybelline Sharpe
Cc: Everett James
Subject: RE: [EXTERNAL] Quote from Peninsula Hauling & Demolition - 09/16/2021 - 499 Santa Barbara

Yes, please proceed. It is to remove all the junk and debris for 499 Santa Barbara.

From: Maybelline Sharpe <msharpe@dalycity.org>
Sent: Thursday, September 16, 2021 11:37 AM
To: Tatum Mothershead <tmothershead@dalycity.org>
Cc: Everett James <ejames@dalycity.org>
Subject: RE: [EXTERNAL] Quote from Peninsula Hauling & Demolition - 09/16/2021 - 499 Santa Barbara

Anything over $6,000 will need a PO.

Do you want me to go ahead and enter a P.O.? I'll do it today if okay.

Please advise.

Is this for Santa Barbara? I'll need to put a description on the PO.

Thank you,

PEID # 54718

PO Number	Partial	Final
Account Code 01-300-341-4220		
Description		
Approval To Pay	Date	

Maybelline Sharpe
Administrative Assistant
Economic and Community Development Department
Ext. 8510

From: Tatum Mothershead <tmothershead@dalycity.org>
Sent: Thursday, September 16, 2021 11:19 AM
To: Maybelline Sharpe <msharpe@dalycity.org>
Cc: Everett James <ejames@dalycity.org>
Subject: FW: [EXTERNAL] Quote from Peninsula Hauling & Demolition - 09/16/2021 - 499 Santa Barbara

Will this need a PO? The estimate is $17,800, but it will only be a one time bill. The work will be this Saturday so we should set it up pretty quick.

From: Everett James <ejames@dalycity.org>
Sent: Thursday, September 16, 2021 10:29 AM

To: Tatum Mothershead <tmothershead@dalycity.org>
Subject: FW: [EXTERNAL] Quote from Peninsula Hauling & Demolition - 09/16/2021 - 499 Santa Barbara

Good Morning,

Attached is the latest version of the contract provided by Peninsula Hauling and Demolition for your approval & signature.

Everett

From: Peninsula Hauling & Demolition <notification@getjobber.com>
Sent: Thursday, September 16, 2021 8:43 AM
To: Everett James <ejames@dalycity.org>
Subject: [EXTERNAL] Quote from Peninsula Hauling & Demolition - 09/16/2021

CAUTION: EXTERNAL SENDER. Verify before you respond, click links or open attachments. Questions? Contact ISD.

Peninsula
Hauling - Demo &
Deconstruction

Estimate

Good Morning Everett, City of Daly City,

Please find attached proposal as requested.

If you have any questions or concerns regarding this estimate, please don't hesitate to call or email us

We appreciate the opportunity to provide you with our services and look forward to speaking with you s

Peninsula Hauling and Demolition is fully Insured and licensed. Below is PHD Credentials:

License # 988312

Workers Compensation # 46-486438-01-02

Commercial General Liability # DAN1000461

Automobile Liability #MXA80328127

Other services we offer:

Grading Excavation

Sewer capping

Tree protection/Tree Removal

Construction Fencing

Tracking control (Trucking)

Temp. Water Spiket

Erosion Control

Construction Clean up

Concrete Washes

Gratefully,

Peninsula Hauling & Demolition

650.596.8105

info@peninsulahauling.com

View Estimate

Button not working? Copy and paste this link to your browser address bar: https://clienthub.getjobber.com/client_hubs/3b9858bf-2180-41
1563774aef3e/quotes/12725090.html?auth_token=eyJhbGciOiJIUzI1NiJ9.eyJidW5rZXJfdXNlcl9pZCI6MjIxNTEzNTIsImRlbGVnYXRlIjpn
gZk_o&comm_channel=email&comm_type=quote_sent&utm_content=in_email_cta&utm_medium=email&utm_source=sendgrid

Peninsula Hauling & Demolition
6505968105
Lidiasalinas@peninsulahauling.com
839 Cherry Lane
San Carlos, CA 94070
Phone: 650-596-8105
Fax: 650-596-8847
Lic.# 988312

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City Council Meeting Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Designation of Voting Delegate and Alternate for League of California Cities Annual Business Meeting

Recommended Action

It is recommended that the City Council select and designate a voting delegate and alternate(s) to cast ballots on behalf of the City of Daly City at the League of California Cities Annual Business Meeting to be held at the conclusion of the League Annual Conference in Long Beach on September 7-9, 2022.

Background/Discussion

The League of California Cities Annual Conference is scheduled for September 7-9, 2022 in Long Beach. Each year, at the League of California Cities Annual Business Meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve this role.

The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference if scheduling precludes such participation, but they must be registered for the Annual Business Meeting on Friday, September 9.

The Annual Conference Voting Procedures are outlined in the attached document. These procedures detail how the official voting delegate may transfer the City's voting card to the alternate(s), if required. The deadline to submit the names of the voting delegate and alternate(s) for the City of Daly City to the League of California Cities is Friday, September 2, 2022.

Summary/Conclusion

The League of California Cities Annual Conference is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting on Friday, September 9. To participate as an official voting member of the League at the Annual Business Meeting, the City of Daly City must designate a voting delegate, and up to two alternates, to officially cast ballots on resolutions that may be considered at the Business Meeting, which establish League policy.

It is recommended that the City Council select and designate a voting delegate and up to two alternates to participate in the League of California Cities Annual Business Meeting on Friday, September 9, 2022.

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

Respectfully submitted,

Shawnna Maltbie
City Manager

Attachment

LEAGUE OF
CALIFORNIA
CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

LEAGUE OF
CALIFORNIA
CITIES

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF
CALIFORNIA
CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

City Council Meeting Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: **Variance VARC-6-22-15750 — Parking Variance to Allow Retail/Residential Expansion at 6157 Mission Street**

Recommended Action

Approve Variance subject to the Findings and Conditions as outlined herein.

Planning Commission Discussion

On July 5, 2022, the Planning Commission voted 4-0 (Commissioners Satorre absent) to recommend the City Council approve Variance VARC-6-22-15750. The Planning Commission had no significant comments on the proposal and no members of the public offered any comments.

Background

The applicant, Eduardo Umadhay, is requesting approval of a parking variance to allow the proposed expansion of an existing ground-floor retail/residential space at 6157 Mission Street, mid-block between Crocker Avenue and Evergreen Avenue (see Attachment A – Site Location).

The project site contains an existing three-story mixed-use building that includes a 1,071 square foot grocery store (Morazan Grocery) and two apartments. The apartment on of the second floor is 735 square feet. The apartment of the third floor is 780 square feet. Under the proposal, the applicant would construct a three-story addition consisting of a 122 square foot storage/garage area on the ground floor and the addition of a 505 square foot family room to each of the two apartments on the second and third floors (see Attachment B – Project Plans). The resulting square feet at the first floor would be 1,193 square feet and both apartments would remain two-bedroom.

Although the project is technically not adding any square feet that would require additional parking, a Variance is required because the applicant is proposing structural changes to a building that is non-conforming to the City's parking requirement, which in this case is eight parking spaces. The Redevelopment Agency previously had the authority to grant parking waivers or reductions on a case-by-case basis for properties within the Mission Street-Junipero Serra Redevelopment Area. However, since the Redevelopment Agency was eliminated by the State, a parking waiver or reduction could no longer be granted and a Variance is required to allow the requested expansion.

Variance

Daly City Municipal Code (DCMC) 17.46 Variances and California Government Code (CGC) Section 65906 govern the processing and review of the variance requests. The CGC 65906.5 also allows parking variances under specific circumstances when there are transit and public parking opportunities for commercial development.

Parking Variance California Government Code Section 65906.5:

> *"Notwithstanding section 65906, a variance may be granted from the parking requirements of a zoning ordinance in order that some or all of the required parking spaces be located offsite, including locations in other local jurisdictions, or that in-lieu fees or facilities be provided instead of the required parking spaces, if both the following conditions are met: (a) The variance will be an incentive to, and a benefit for, the nonresidential development; and (b) The variance will facilitate access to the nonresidential development by patrons of public transit facilities, particularly guideway facilities."*

There are ample public parking opportunities within 500 feet from the project site. There are 31 angled metered street parking spaces in the 6200 block of Mission Street (see Attachment C – Public Parking and Transit Vicinity Map). Furthermore, there are nearby MUNI and SamTrans public transportation hubs on Mission Street, across the street and within 1,000 feet from the project, respectively. The Daly BART station is within one-half mile of the project. Public transit riders will have ease of access to the proposed expanded commercial space. Due to the availability of parking opportunities and nearby public transit to serve the project site, staff feels that granting of the variance would be an incentive to the commercial development.

The Zoning Ordinance requires the application for a variance to be presented to the Planning Commission for recommendation to the City Council. The City Council may then approve or deny the variance request. DCMC 17.46.050 requires that the following findings (in italics) be made by the Planning Commission and City Council:

> *A. That because of exceptional conditions applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zoning district classification.*

There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide little or no on-site parking. As discussed, neither the proposed expansion of the retail space or construction of rooms for apartments add to the building's parking requirement. Rather, the Variance is required because the applicant is proposing structural alterations to a non-conforming building. Furthermore, an existing pedestrian crosswalk makes providing any parking on the subject property impossible.

As identified in the project plans, providing additional parking is not possible because the site is already completely covered by the existing building, in a similar fashion to other properties within the vicinity and zoning district. The City Council should note that there are two three-story buildings adjacent to the subject building at 6151 and 6155 Mission Street and these two buildings both provide some parking spaces for residential apartments at their second and third floors. However, these buildings are slightly larger than the proposed expansion would leave the subject building.

To allow the proposed construction, the City Council must determine that the issuance of the Variance places the subject building in parity with other buildings within the C-1 Light Commercial zoning district.

> *B. That the variance authorized does not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and under identical zoning district classification.*

Because the proposed building would provide less overall mass than adjacent buildings at 6151 and 6155 Mission Street, staff believes that there is a valid argument that a strict application of the parking regulations would deprive the subject property of the same privileges enjoyed by other properties within the vicinity in the same zoning district. Furthermore, many other properties with similar constraints within the vicinity of the project site were granted parking waivers by the Redevelopment Agency in the past. However, due to the State elimination of redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance is requested to allow the proposed building addition.

> *C. That in the coastal zone the variance authorized is consistent with the policies, maps and public access component of the local coastal plan.*

The project site is not within the coastal zone.

Environmental Assessment

The Planning Commission has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that the project, as conditioned, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.

Findings

As conditioned, the proposed Variance VARC-6-22-15750 complies with Title 17 (Zoning) of the Daly City Municipal Code. Approval of the proposed Variance would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing or working in the neighborhood. The proposed use will not be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the city. Staff recommends that the City Council adopt the following findings:

1. In accordance with Title 17 of the Daly City Municipal Code, as well as applicable State zoning enabling legislation, the City Council conducted a public hearing on July 25, 2022. Legal public notice of said hearing was provided by newspaper publication on Thursday, July 14, 2022, posting and via first class mailing to property owners within 300 feet of the site.

2. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined the project is exempt from the

California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061 – Review for Exemption. There is no potential for environmental impacts caused by the project.

3. The proposed project is consistent with Zoning Regulations Chapter 17.46, Variances, and State Government Code 65906.5 in that the proposed use with the applicable parking variance granted, will provide an incentive to the commercial development.

4. There are similar uses operating on properties both immediately adjacent to and within the vicinity of the project site along the Mission Street frontage that provide little or no on-site parking. The proposed expansion of the retail and residential uses would not increase the building's parking requirement. Also, additional parking is unavailable because the site is already completely covered by the existing building, in a similar fashion to other properties within the vicinity and zoning district and an existing crosswalk located in front of the subject property makes providing any parking on the subject property impossible. The issuance of the variance would therefore effectively place the subject building in parity with other buildings within the C-1 Light Commercial zoning district.

5. The subject property is not being granted a special privilege in that other properties within the vicinity of the subject property under identical zoning of C-1 have commercial and residential uses where similar site limitations exist and where no or reduced on-site parking is available due substantial building lot coverage and where public parking and transit proximity provides the parking opportunities to serve the uses in accordance with Daly City Zoning Regulations and State Law.

6. Other properties within the vicinity and with constraints similar to those of the project site were granted parking waivers by the Redevelopment Agency in the past. Due to the State eliminating redevelopment agencies, the same opportunity could not be afforded to the subject property. As a result, a variance is necessary to allow the proposed addition to the building.

Conditions of Approval

The following conditions of approval shall apply to the use for the entirety of its existence.

A. PLANNING DIVISION

1. A sign permit shall be required for the signage prior to installation. Review and approval by the Planning Division prior to sign permit issuance is required.

2. Variance is applicable to approved floor plan as attached and changes require additional Planning review and/or City Council review or both.

3. The Variance shall be valid for a period of one year from the date of City Council approval. The approval shall terminate if a Building Permit has not been obtained and construction commenced within one-year of City Council approval of the project.

B. ENGINEERING DIVISION

4. An encroachment permit shall be required to be issued by the Public Works Department for all work proposed within the public right-of-way.

5. All plans submitted for review shall conform to the "City of Daly City General Conditions of Approval: Use Permits, Variances, Design Reviews, Planned Developments, and Subdivision" dated 1999.

C. FIRE DEPARTMENT

6. Fire sprinkler system required for building per City Ordinance. Install per NFPA . Submit under separate fire permit. System shall be centrally monitored if over 20 sprinkler heads.

7. Obtain water flow information.

8. Fire alarm system required under separate fire permit and plan check. Install per NFPA 72.

9. Fire alarm system shall be monitored per CFC.

10. Clearly visible address identification required.

11. Doors shall be easily openable in one motion without special knowledge, key or effort per CBC.

12. Use of thumb operated deadbolts prohibited unless integrated with latch.

D. DEPARTMENT OF WATER AND WASTE WATER RESOURCES

13. Sewer -
Corrections to the sewer lateral required as a result of this project shall be completed prior to connection of the new private infrastructure.

14. Water -
Corrections to the water service required as a result of this project shall be completed prior to connection of the new private infrastructure.

15. Lateral strengthening -
Basement walls will require lateral force strengthening. front portion of the building is a wea k story.

<u>Recommendations</u>

The Planning Commission recommends that the City Council take the following actions:

1. Adopt the Findings as outlined herein;

2. Affirm the Environmental Assessment;
3. Approve Variance VARC-6-22-15750, subject to the Findings and Conditions outlined herein.

Respectfully submitted,

Michael Van Lonkhuysen
Planning Manager

Tatum Mothershead
Director of Economic and Community Development

Attachments
Attachment A – Location Map
Attachment B – Project Plans
Attachment C – Public Parking and Transit Vicinity Map

SITE LOCATION (RED AREA)

GENERAL NOTES

1 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES, LAWS, ORDINANCES AND REGULATIONS.

2 - CONTRACTOR IS DIRECTED TO VISIT SITE AND FULLY COGNIZANT OF ALL CONDITIONS. ASCERTAIN AND CHECK CONDITIONS WITH THE DRAWINGS AND EXISTING DRAWINGS AND AND DETERMINE THE MEANS BY WHICH WORK WILL BE PERFORMED.

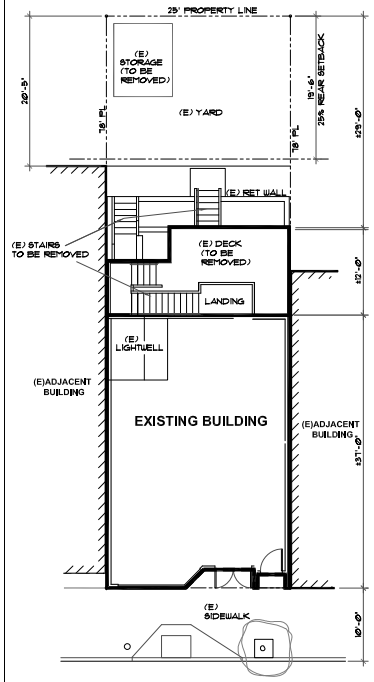
2 - NOTIFY OWNER OR OWNER'S REPRESENTATIVE IMMEDIATELY IF DISCREPANCY BETWEEN THE DRAWINGS AND THE ACTUAL SITE CONDITIONS OCCURS.

3 - RESTORE ALL THE DAMAGE AND LEAVE PREMISES IN CLEAN CONDITION WHEN FINAL FINISHED WORK.

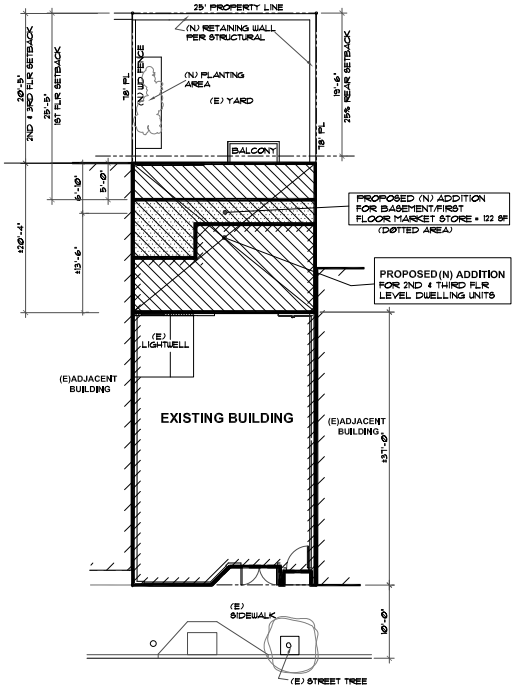
4 - THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS FOR DIMENSIONS. ALL DIMENSIONS NOTES ARE CONSIDERED FROM FACE OF STUD FRAMING MEMBER UNLESS OTHERWISE NOTED. DIMENSIONS ARE TO TOP OF PLATE OR TOP OF SUBFLOOR OR TOP OF CONCRETE IN SECTIONS OR ELEVATIONS UNLESS OTHERWISE NOTED.

5 - THE CONTRACTOR IS RESPONSIBLE FOR CHECKING CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS FOR ACCURACY AND CONFIRMING THAT THE WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ANY QUESTIONS REGARDING THESE OR ANY OTHER COORDINATION THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE OWNER OR DESIGNER BEFORE PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.

6 - THE CONTRACTOR SHALL DISPOSE OF ALL DEBRIS AND'S SURPLUS MATERIAL FROM THE SITE IN A LEGAL MANNER. THE CONTRACTOR SHALL MAINTAIN ALL PARTS OF THE PROJECT IN A CLEAN AND ORDERLY CONDITION DURING CONSTRUCTION. THE CONTRACTOR SHALL PROTECT THE BUILDING AND GROUND FROM ANY DAMAGE THAT MAY OCCUR FROM THE WORK ON THIS PROJECT, AND SHALL REPAIR ALL DAMAGE TO THE SATISFACTION OF THE OWNER.
RESTORE ALL THE DAMAGE AND LEAVE PREMISES IN CLEAN CONDITION WHEN FINAL FINISHED WORK.



2 (E) SITE PLAN
SCALE 1/8" = 1' - 0"



1 (N) SITE PLAN
SCALE 1/8" = 1' - 0"

PROJECT INFORMATION

PROPERTY OWNER:
JEPTE ZULETA RUIZ
11 REGENT ST
SAN FRANCISCO, CA 94112
PROJECT SPONSOR
c/o MIGUEL BONILLA
(415) 936-0349

ARCHITECT:
ARVIND S. IYER, AIA
I & A ARCHITECTS, INC.
A. S. IYER BUILDING
855 SANSOME STREET, SUITE 100
SAN FRANCISCO, CA 94111
M: 415 828 4937
F: 415 362 4937
iyer@iyerarch.com
www.iyerarch.com

T-24 REPORT:
MICHAEL KUNZ, CEPE
ENERGY PERFORMANCE SERVICES
3339 PLACER STREET, 1950
REDDING, CA 96001
(888) 828-9488

BUILDING DESIGNER:
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3090 VICENTE ST, SUITE 201
SAN FRANCISCO, CA 94116
TEL # (415) 516-9165
edumadhay651@aol.com

STRUCTURAL ENGINEERING
RODRIGO SANTOS
RS ENGINEERING SF
119 CHATTANOOGA ST.
SAN FRANCISCO, CA 94114
(415) 601-0641

SCOPE OF WORK

HORIZONTAL & VERTICAL ADDITION TO THE BACK OF THE BUILDING

a.) 1ST FLOOR BASEMENT - ADDED FLOOR AREA TO COMMERCIAL SPACE (STORE) OF THE STORAGE AREA. PROVIDE NEW STEEL BEAM FOR THE WIDENING OF OPENING PER STRUCTURAL. NEW CONCRETE RETAINING WALL AT RIGHT SIDE AND REAR PROPERTY LINE. (NO RETAINING WALL AT THE LEFT SIDE PRPERTY LINE IS REQUIRED)

b.) 2ND & 3RD UPPER FLOORS -ADDED FLOOR AREA (FAMILY ROOM) TO DWELLING UNITS, TYPICAL

BUILDING & SITE DATA

ADDRESS	— 6157, 6159, 6161 MISSION ST (6157 for 1st Floor Produce Market / Store) (6159 for 2nd Floor Dwelling Unit) (6161 for 3rd Floor Dwelling Unit)	
ASSESSOR'S PARCEL #	— AP# 006-444-060	
ZONING DISTRICT	—	
OCCUPANCY	— M (PRODUCE MARKET/ STORE) (1st FLOOR LEVEL)	(EXISTING & PROPOSED)
	— R-3 (DWELLING UNITS) (2nd & 3rd FLOOR LEVEL)	
CONSTRUCTION TYPE	— V-B (ALL LEVELS)	(EXISTING & PROPOSED)
STORIES	— 3 STORY	(EXISTING & PROPOSED)

EXISTING FLOOR AREA
(APROXIMATE)

1ST FLOOR (MARKET STORE) (INCLUDING RESTROOM & STORAGE AREA)	1,071 SF
2ND FLOOR (DWELLING UNIT 1)	735 SF
COMMON STAIRWAY/VESTIBULE	149 SF
3RD FLOOR (DWELLING UNIT 2)	780 SF
COMMON STAIRWAY	71 SF

NEW ADDITION

1ST FLOOR (MARKET STORE)	122 SF
2ND FLOOR (DWELLING UNIT 1)	505 SF
3RD FLOOR (DWELLING UNIT 2)	505 SF

PROPOSED (E) + (N) TOTALS

1ST FLOOR (MARKET STORE)	= 1,071+122	— 1,193 SF	< 1,200 SF
2ND FLOOR (DWELLING UNIT 1)	= 735+ 505	— 1,240 SF	
3RD FLOOR (DWELLING UNIT 2)	= 780+ 505	— 1,285 SF	

CODES

ALL NEW WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE NATIONAL & LOCAL CODES AND ORDINANCES

CALIFORNIA BUILDING CODE (CBC 2019)
CALIFORNIA ELECTRICAL CODE (CEC 2019)
CALIFORNIA PLUMBING CODE (CPC 2019)
CALIFORNIA MECHANICAL CODE (CMC 2019)
CALIFORNIA ENERGY CODE (CEnC 2019)
GREEN BUILDING STANDARDS CODE 2019
DALY CITY MUNICIPAL CODE AMENDMENTS (DCMC) TITLE 15.08

DRAWING INDEX

A1 — (E) & (N) SITE PLAN, BUILDING DATA
A2.1 — (E) & (N) 1ST FLOOR PLAN
A2.2 — (E) & (N) 2ND FLOOR PLAN
A2.3 — (E) & (N) 3RD FLOOR PLAN
A2.4 — (E) & (N) ROOF PLAN
A3.1 — (E) & (N) BLDG SECTIONS, REAR ELEVATIONS
A3.2 — (E) & (N) ELEVATIONS
A3.3 — (E) & (N) ELEVATIONS
A4.1 — DETAILS
A5.1 — RESTROOM DETAILS
E1.1 — ELECTRICAL
N1.1 — NOTES, DETAILS
EX — EXITING DIAGRAM & ANALYSIS
T24.1 — TITLE 24 ANALYSIS
T24.2 — TITLE 24 ANALYSIS
T24.3 — TITLE 24 ANALYSIS
GBM.1 — CALGREEN CHECKLIST (RESIDENTIAL)
GBM.2 — CALGREEN CHECKLIST (NON-RESIDENTIAL)
BMP — BEST MANAGEMENT CONST'N PRACTICES
S1.0 — TITLE SHEET
S1.1A — TYPICAL WOOD DETAILS
S1.1B — TYPICAL WOOD DETAILS
S1.3A — TYPICAL CONCRETE DETAILS
S2 — 1ST FLR FRAMING PLAN
2ND FLR FRAMING PLAN
S3 — THIRD FLR FRAMING PLAN
ROOF FRAMING PLAN
S4 — FOUNDATION DETAILS
S5 — FOUNDATION DETAILS
— STRUCTURAL DETAILS
S6 — STRUCTURAL DETAILS

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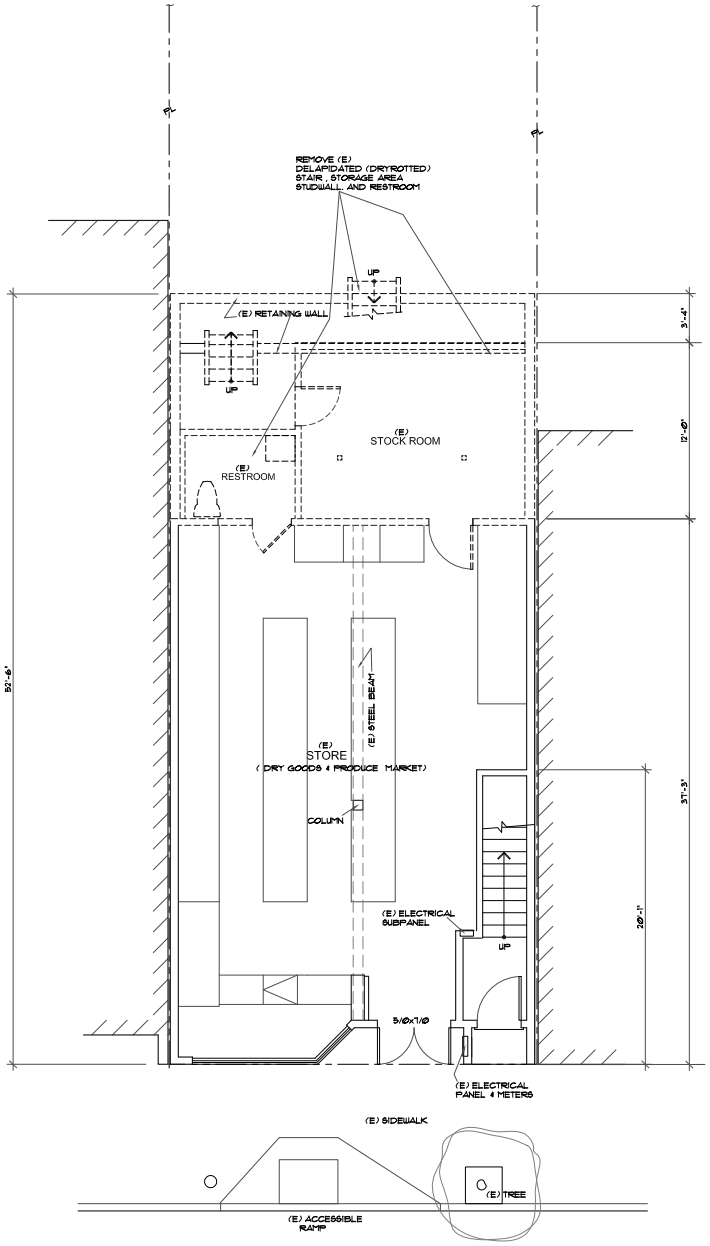
edumadhay651@aol.com

ADDITION
6157, 6159, 6161 MISSION ST
DALY CITY, CA 94014
AP # 004-060-080
OWNER :

SITE PLAN
BUILDING DATA

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
A1
OF SHEET



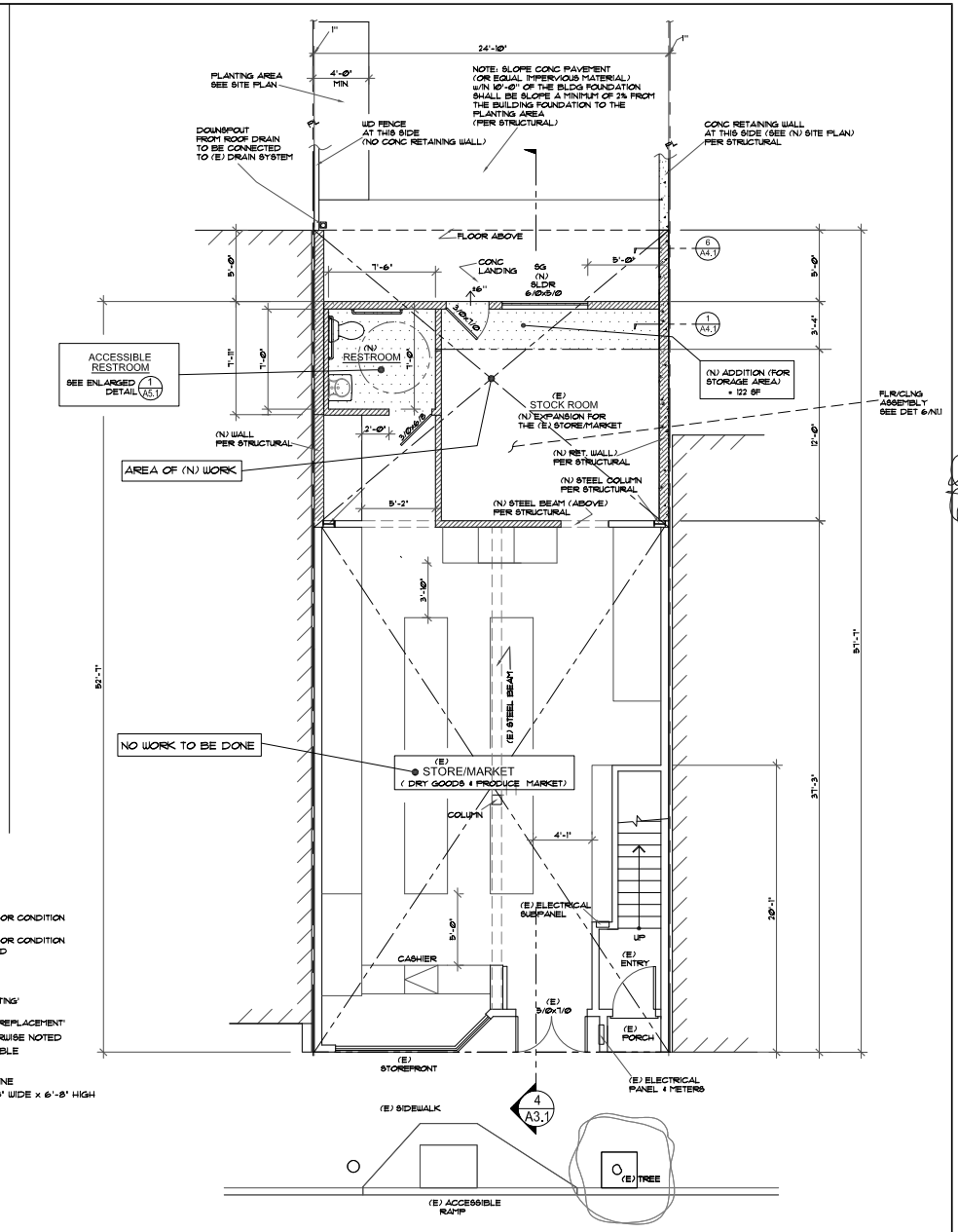
6157 MISSION STREET
(DRY GOODS & PRODUCE MARKET)

2 (E) FIRST FLOOR PLAN

SCALE 1/4" = 1' - 0"

LEGEND

———	EXISTING WALL OR CONDITION TO REMAIN
- - - -	EXISTING WALL OR CONDITION TO BE REMOVED
//////	NEW STUDWALL
(E)	DENOTES 'EXISTING'
(N)	DENOTES 'NEW'
(R)	DENOTES NEW 'REPLACEMENT'
UON	UNLESS OTHERWISE NOTED
N/A	NOT APPLICABLE
DN	DOWN
PL	PROPERTY LINE
2/8x6/8	DENOTES 2'-8" WIDE x 6'-8" HIGH



6157 MISSION STREET
(DRY GOODS & PRODUCE MARKET)

1 (N) FIRST FLOOR PLAN

SCALE 1/4" = 1' - 0"

REVISIONS	BY

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edumadhay651@aol.com

ADDITION
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AP # 004-060-080

OWNER :

(E) & (N) FIRST FLOOR PLAN

DATE 8-13-21
SCALE AS NOTED
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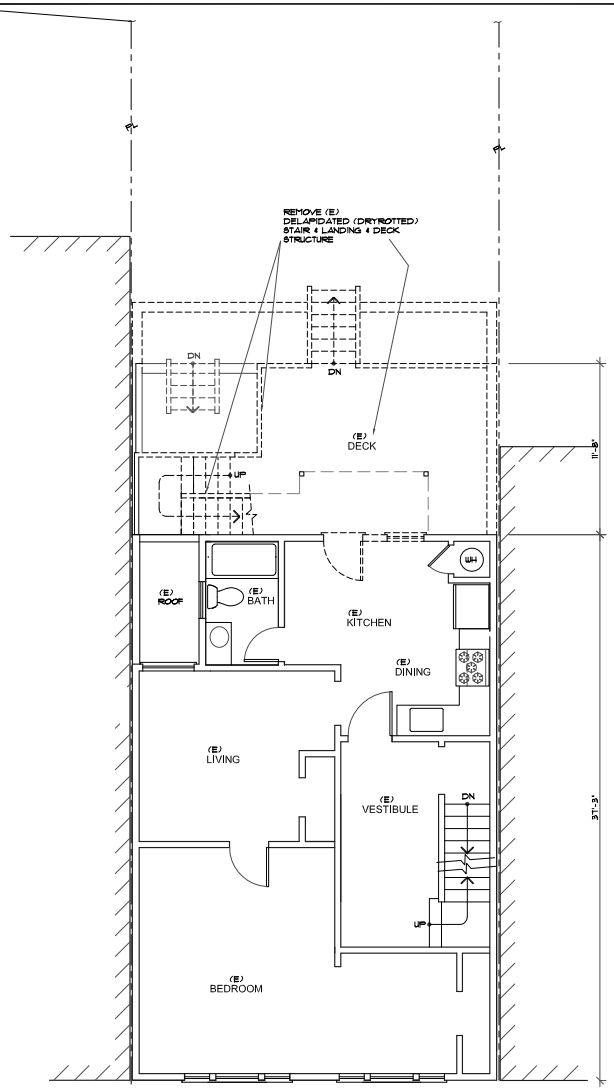

6159 MISSION STREET
(UNIT 1 APARTMENT UNIT)

2 (E) SECOND FLOOR PLAN

SCALE 1/4"= 1' - 0"

LEGEND

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- - - - -	EXISTING WALL OR CONDITION TO BE REMOVED
//////	NEW STUDWALL
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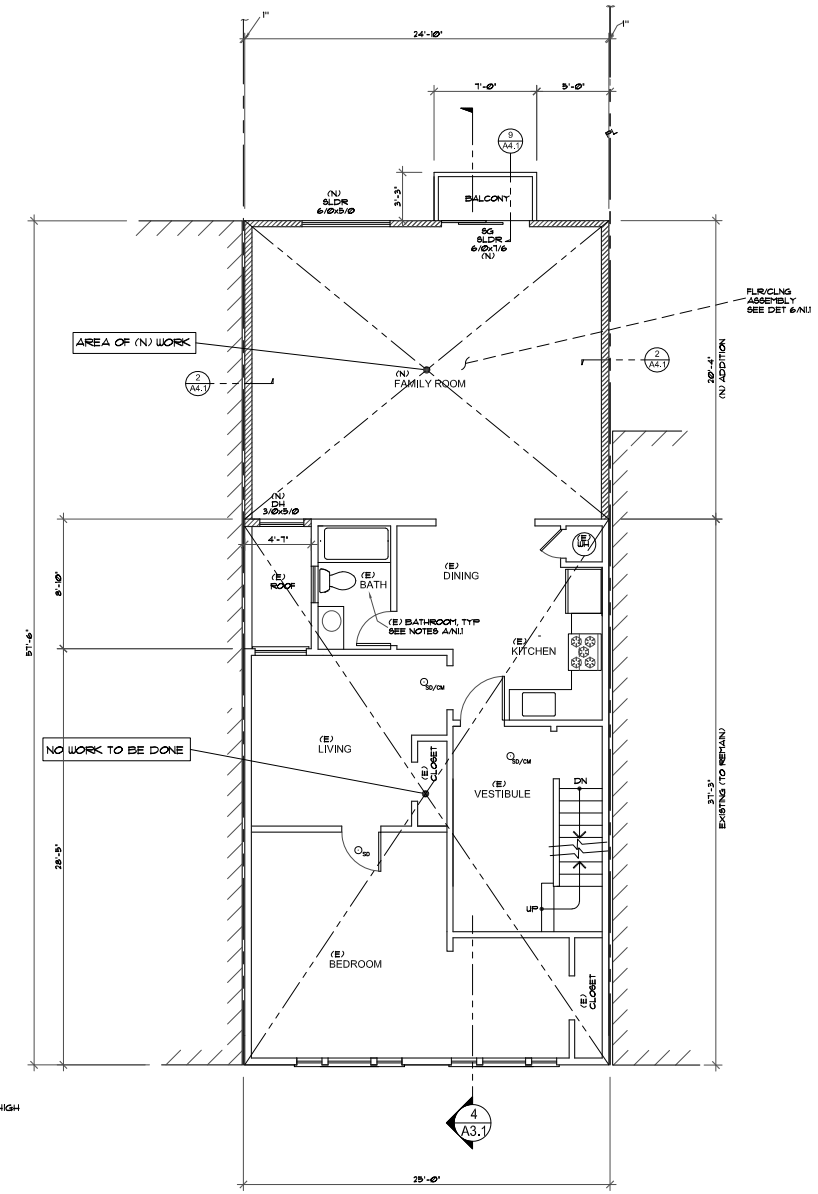

6159 MISSION STREET
(UNIT 1 APARTMENT UNIT)

1 (N) SECOND FLOOR PLAN

SCALE 1/4"= 1' - 0"

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AP # 004-060-080

OWNER :

(E) & (N) 2ND FLOOR PLAN

DATE	8-13-21
SCALE	AS NOTED
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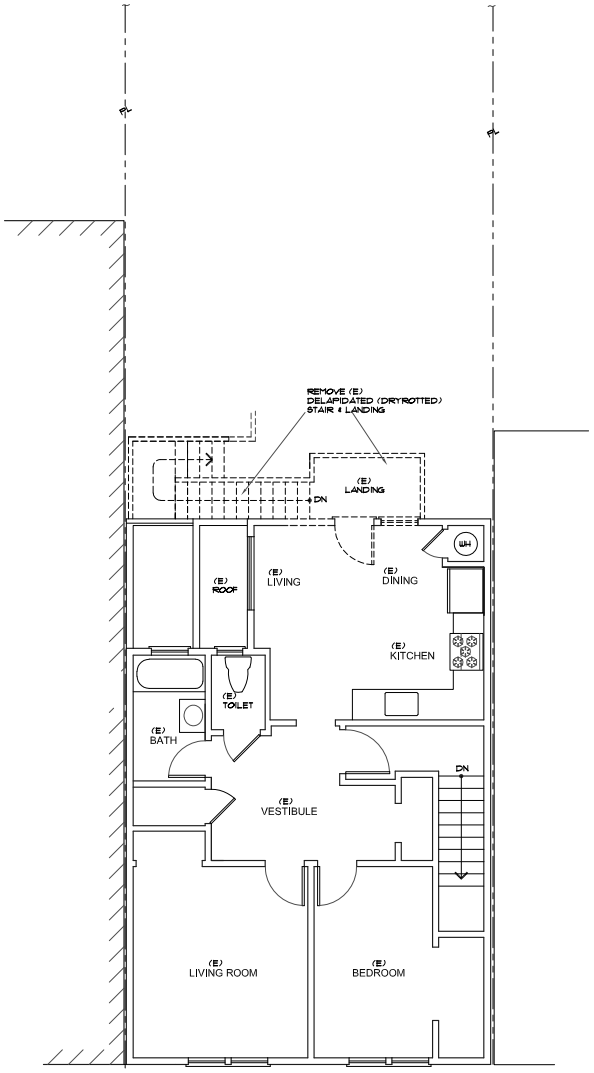
OF	SHEET



6161 MISSION STREET
(UNIT 2 APARTMENT UNIT)

2 (E) THIRD FLOOR PLAN

SCALE 1/4" = 1' - 0"

LEGEND

- EXISTING WALL OR CONDITION TO REMAIN
- EXISTING WALL OR CONDITION TO BE REMOVED
- NEW STUDWALL

(E) — DENOTES 'EXISTING'
(N) — DENOTES 'NEW'
(R) — DENOTES NEW 'REPLACEMENT'
UON — UNLESS OTHERWISE NOTED
N/A — NOT APPLICABLE
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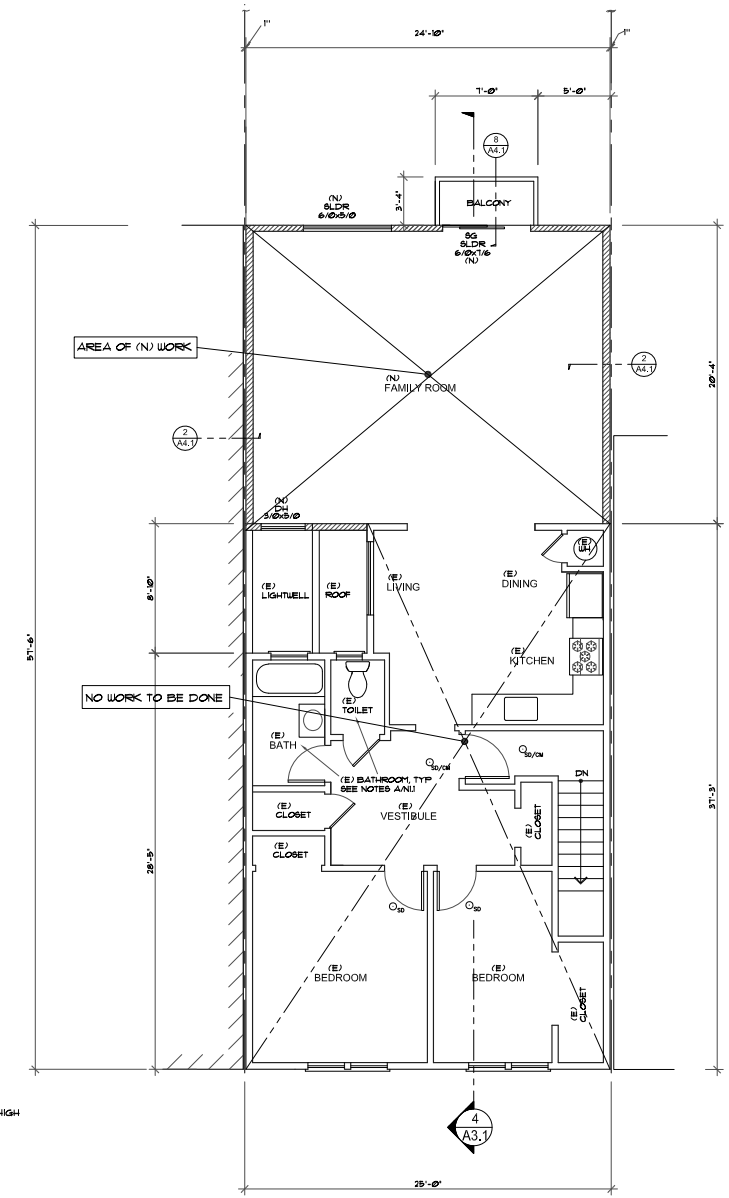

6161 MISSION STREET
(UNIT 2 APARTMENT UNIT)

1 (N) THIRD FLOOR PLAN

SCALE 1/4" = 1' - 0"

REVISIONS	BY

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DALY CITY, CA 94014
AP # 004-060-080

OWNER :

(E) & (N) 3RD FLOOR PLAN

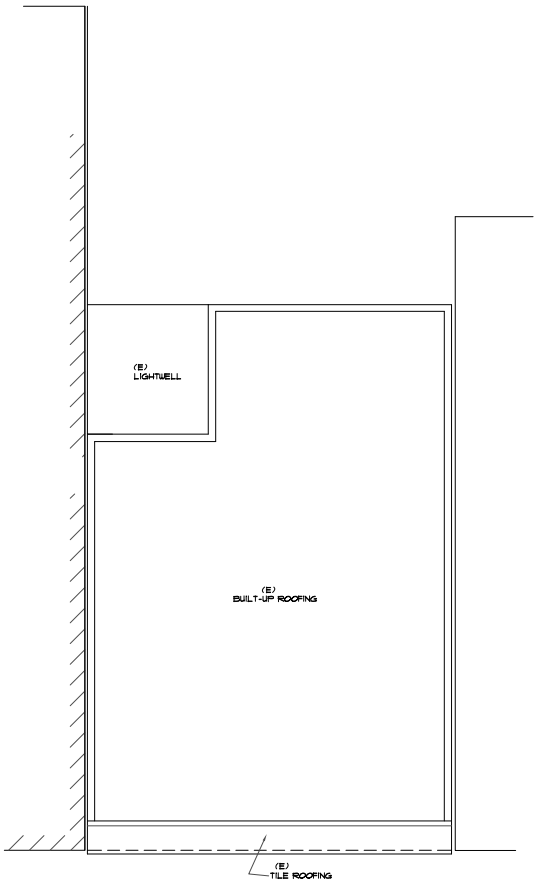
DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET A2.3
OF SHEET

ROOF / ATTIC AREA

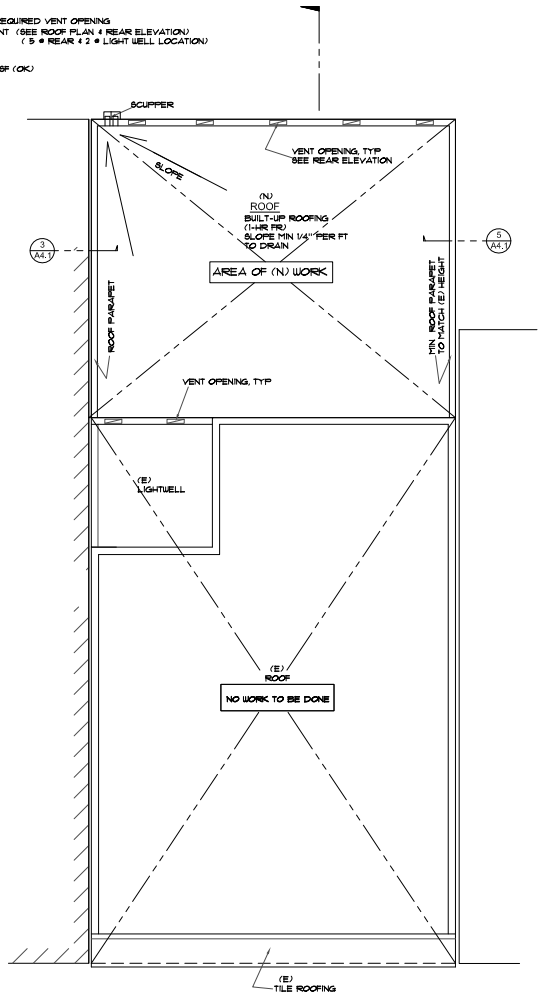
AREA = 505 SF

505 / 150 = 3.37 SF REQUIRED VENT OPENING
(7) (14"x6") EAVE VENT (SEE ROOF PLAN & REAR ELEVATION)
(5 @ REAR & 2 @ LIGHT WELL LOCATION)

= 588 SI
= 4.1 SF > 3.37 SF (OK)



2 (E) ROOF PLAN
SCALE 1/4" = 1' - 0"



1 (N) ROOF PLAN
SCALE 1/4" = 1' - 0"

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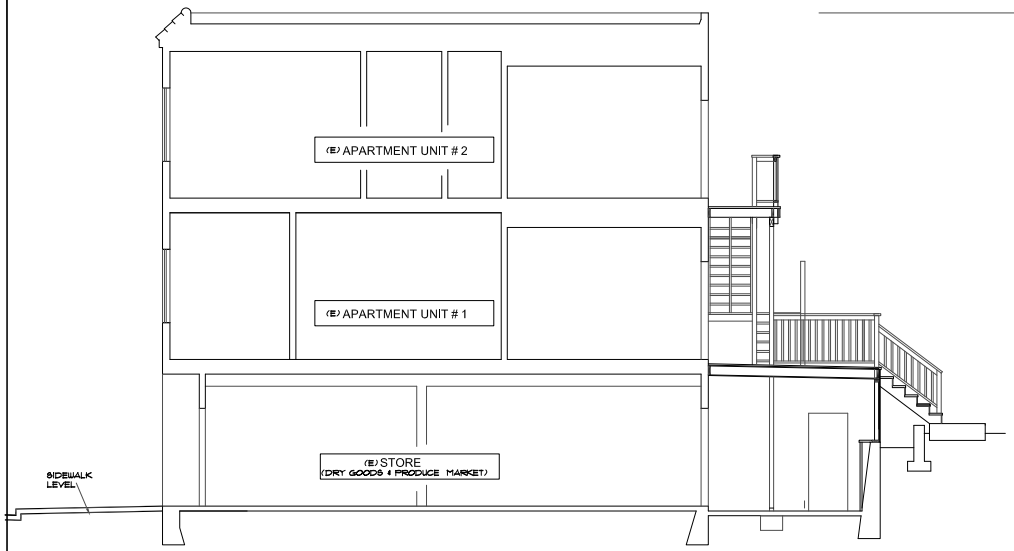
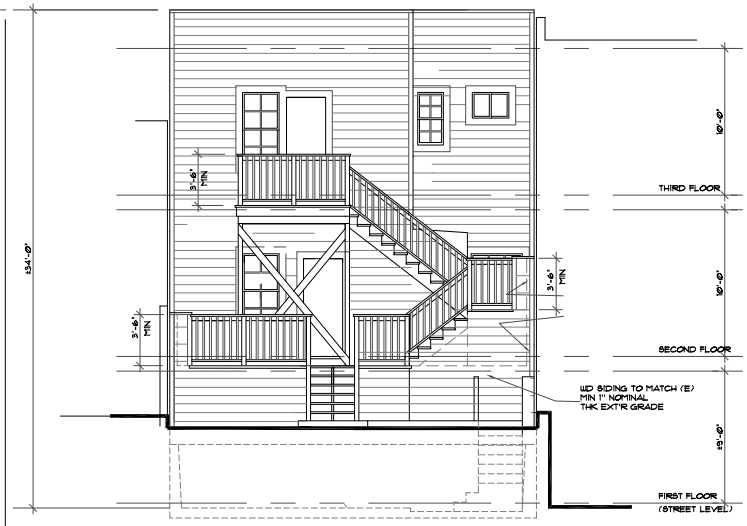
(E) & (N) ROOF PLAN

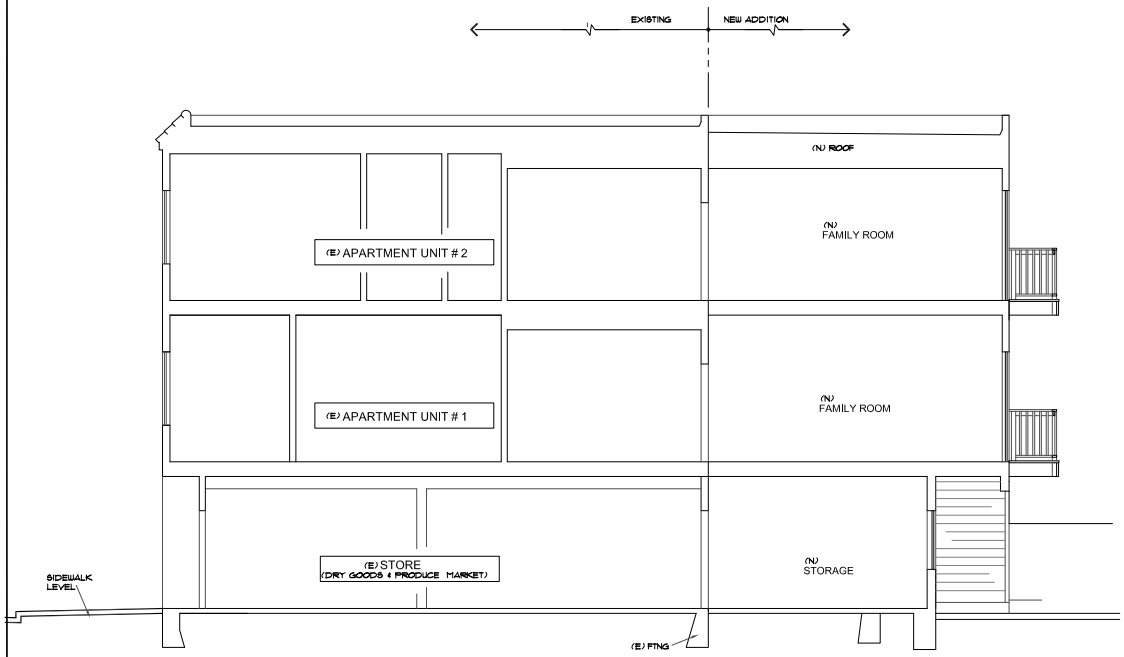
DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
A2.4
OF SHEET



3 (E) BUILING SECTION
SCALE 1/4"= 1' - 0"



1 (E) REAR ELEVATION
SCALE 1/4"= 1' - 0"



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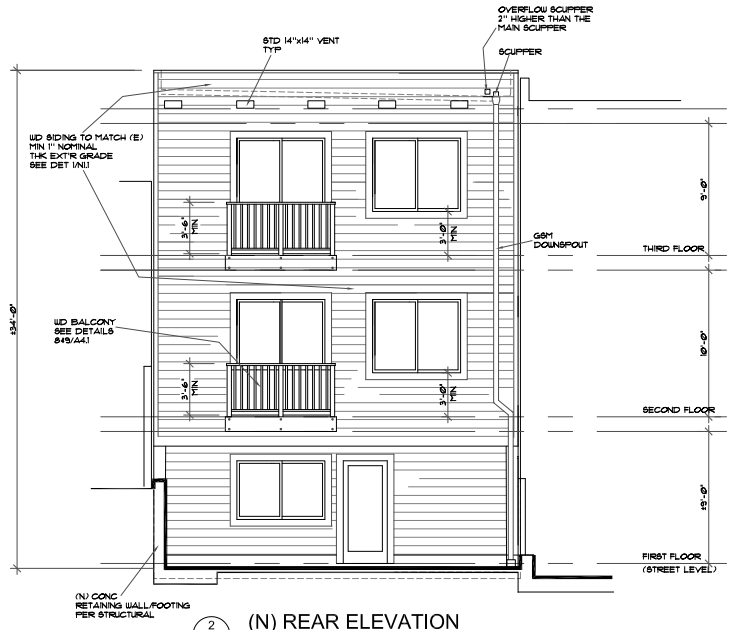

2 (N) REAR ELEVATION
SCALE 1/4"= 1' - 0"

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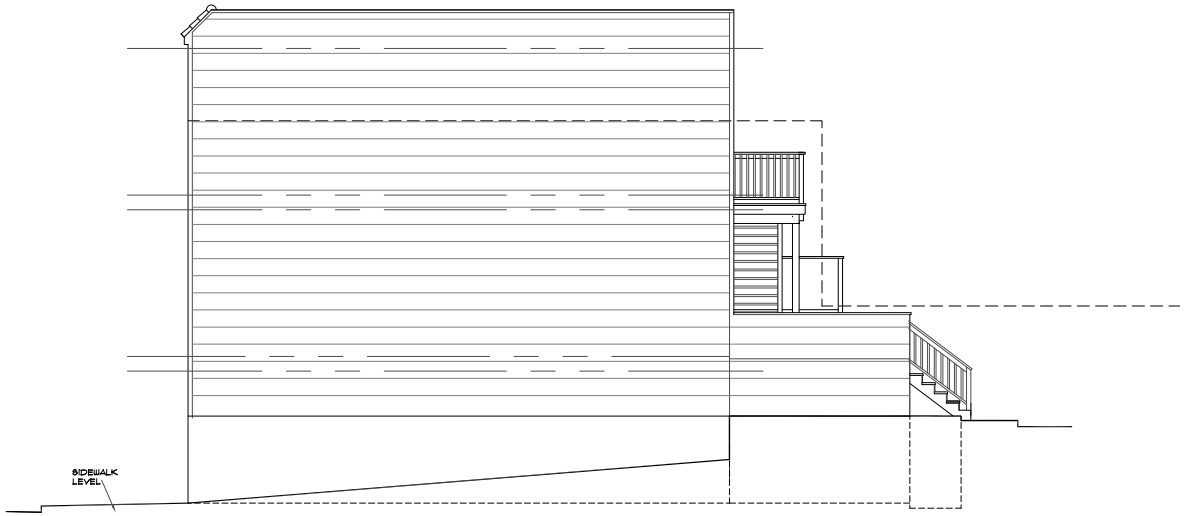
(E) & (N) REAR ELEVATIONS
(E) & (N) BUILDING SECTION

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
A3.1
OF SHEET



1 (E) RIGHT SIDE ELEVATION
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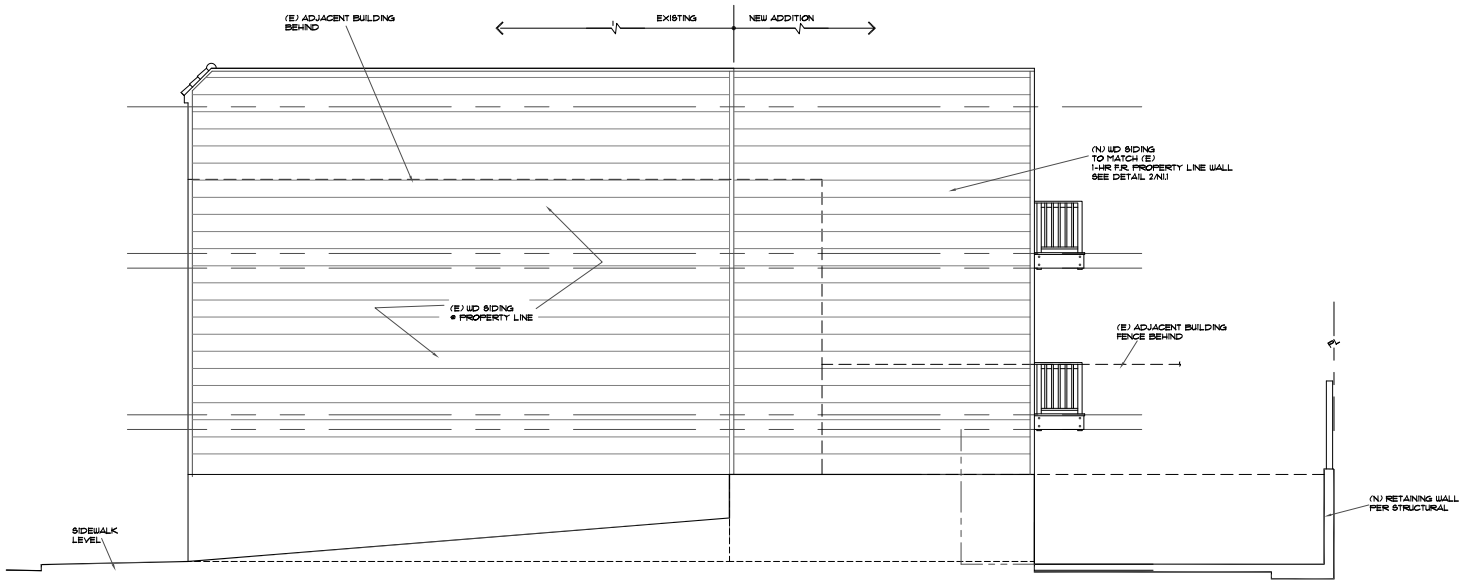

2 (N) RIGHT SIDE ELEVATION
SCALE 1/4"= 1' - 0"

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(E) & (N) SIDE ELEVATIONS

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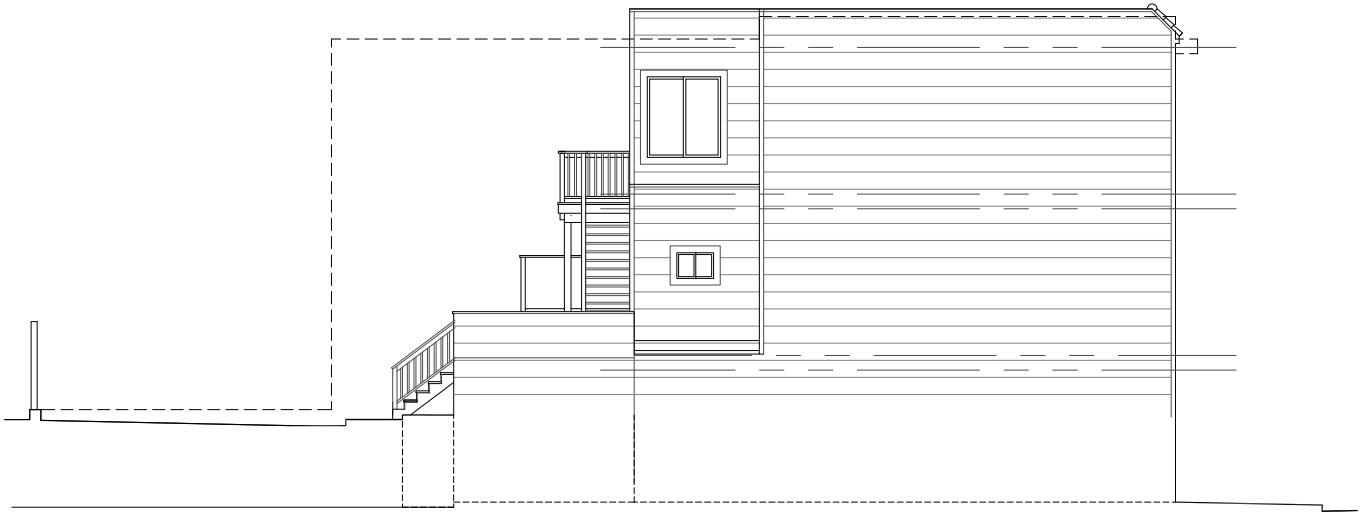
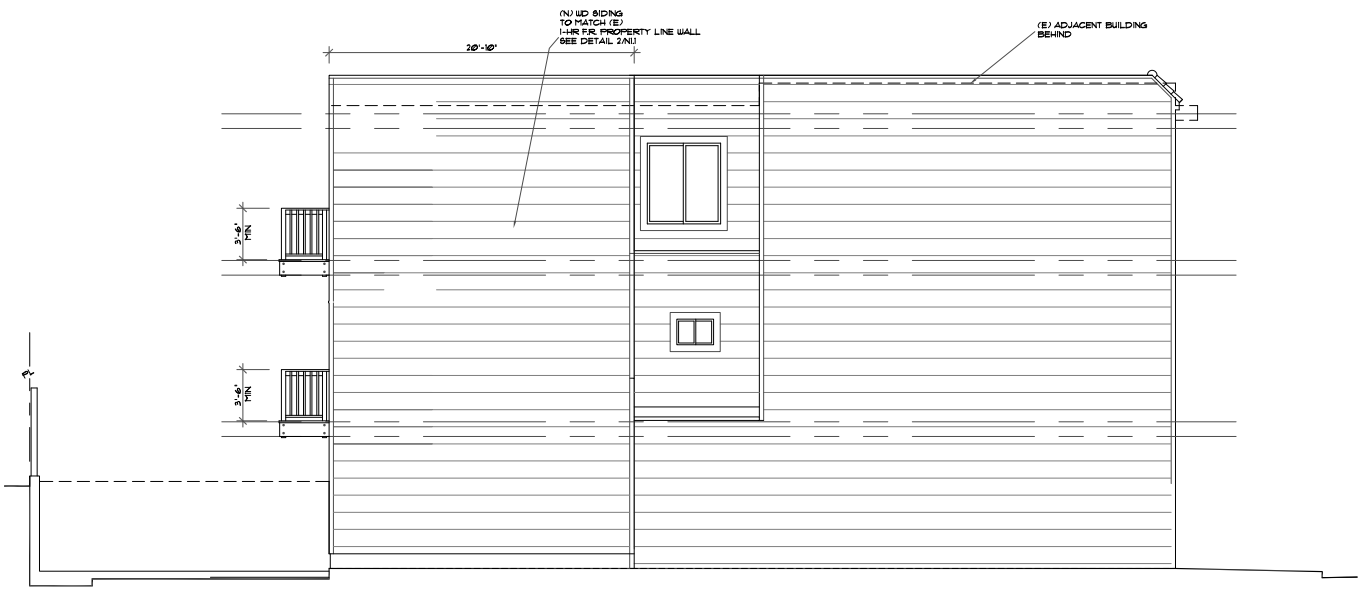
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
A3.2
OF SHEET



1 (E) LEFT SIDE ELEVATION
SCALE 1/4" = 1' - 0"



2 (N) LEFT SIDE ELEVATION
SCALE 1/4" = 1' - 0"

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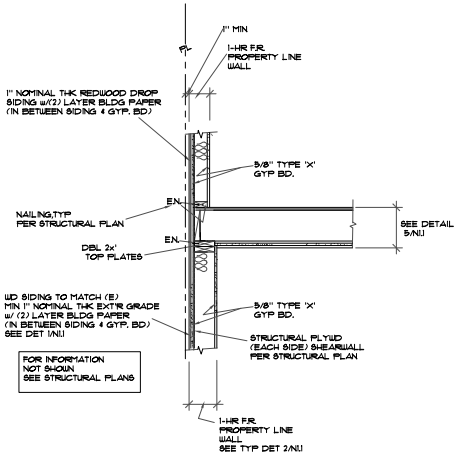
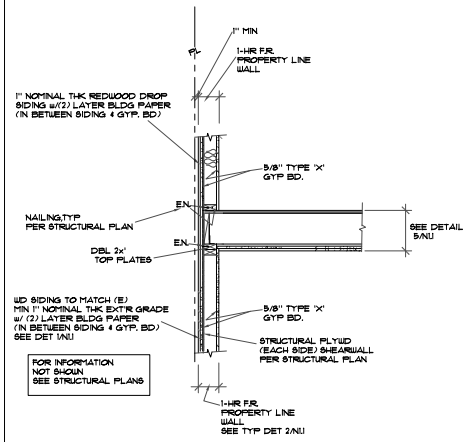
(E) & (N) SIDE ELEVATIONS

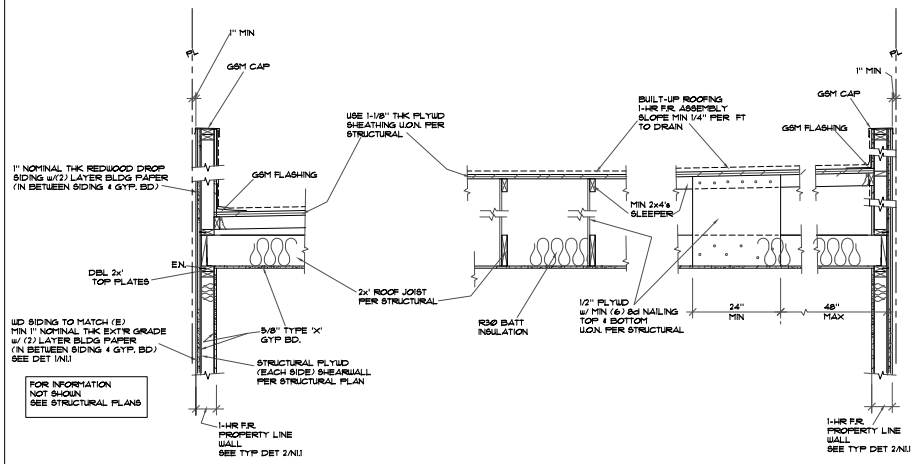
DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET A3.3
OF SHEET



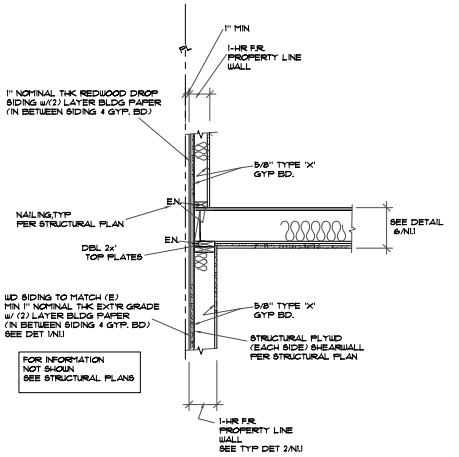
1 SCALE 3/4"=1'-0"



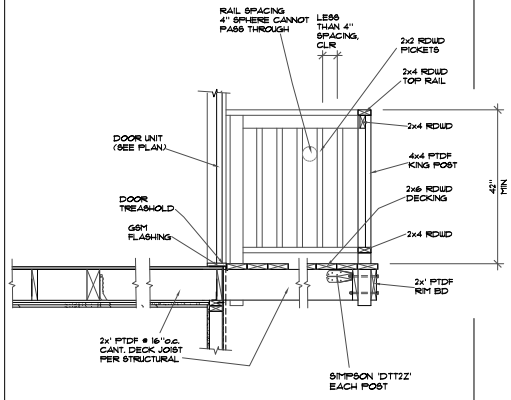
2 SCALE



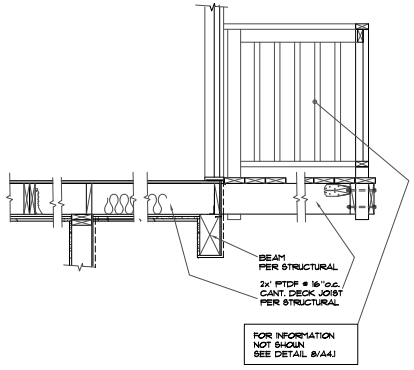
3 4 5



6 1-HR F.R. WALL
SCALE 3/4"=1'-0"



8 BALCONY DETAIL
SCALE 3/4"=1'-0"



9 BALCONY DETAIL
SCALE 3/4"=1'-0"

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OWNER :

DETAIL SECTIONS

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
A4.1
OF SHEET

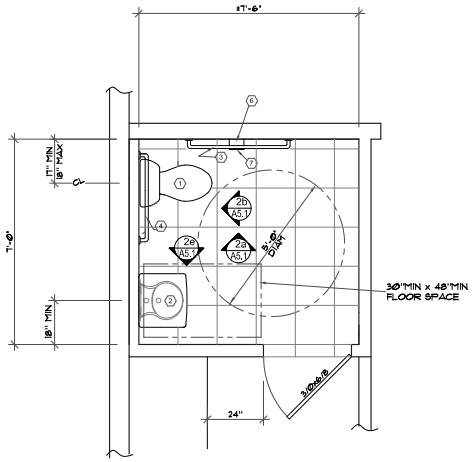
(A) RESTROOM DISABLED ACCESS REQUIREMENT COMPLY
(PER STATE OF CALIFORNIA TITLE-24 ACCESSIBILITY REQUIREMENTS)

- SEE DETAIL BELOW FOR TYPICAL ACCESSIBILITY CODE REQUIREMENTS AND DIAGRAMS AND FIGURES

1. IDENTIFICATION SYMBOLS. Provide disabled access symbol centered 60" above the floor on the wall, restroom door, provide additional signage on the wall adjacent to the latch side restroom doors by Braille.
2. ADDITIONAL SIGNAGE. Shall be raised letters and shall be accompanied by Braille
3. WATER CLOSET. The height of accessible water closet shall be a minimum of 17" and maximum of 19" measured from the top of max 2" toilet seat. Control for the flush valve shall be mounted on the wide of toilet area, no more than 44" above floor. The force required to activate control shall be no less than 5 lbf.
4. GRAB BARS. Provide 36" long grab bar behind the water closet at the back and 42" long minimum with the front end positioned 24" in front of the water closet stool. Grab bars shall be securely attached 33" above and parallel to the floor. Diameter shall be 1-1/2".
5. TOILET TISSUE DISPENSER. Shal be located on the wall 7" min + 9" max of the front edge of the toilet seat at a minimum height of 19" above the floor. Despenser that control delivery or that do not permit continuous paper flow shall not be used.

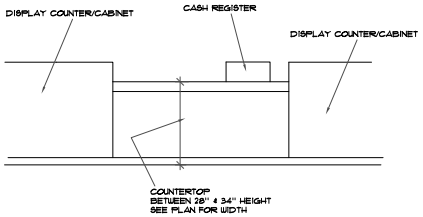
(C) LAVATORY. The height of rim shall be 34" maximum above the floor. The clearance under the front of apron shall be 29" minimum. Hot water and drain pipes shall be insulated or covered, with no sharp surfaces. Faucets controls shall be operable with one hand without tight grasping, pinching or twisting of wrists, 5 lbs to operate self closing faucets.
Toe clearance shall be the same width and shall be a minimum of 9" high from the floor and a minimum of 17" deep from the front of the lavatory.

7. INTERIOR SURFACES. Floor shall have a smooth, hard, nonabsorbent surface such as portland cement, concrete, ceramic tile or other approved materials which is extends upward onto the walls at least 5". Walls within water closet and wall within 24" except for structural elements, the materials used in such walls shall be type which is not adversely affected by moisture.
8. MIRROR. Mirror shall be mounted with the bottom edge no higher than 40" from the floor.
9. EDGES AND VERTICES ON GEOMETRIC SYMBOLS
Edges shall be eased or rounded at 1/16" min or chamfered at 1/8" maximum. Vertices shall be rediused 1/8" minimum and 1/4" maximum (CBC 11B-703.2&.4)

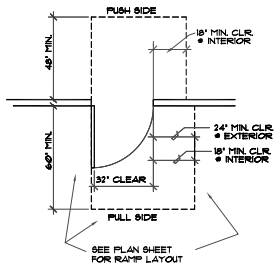


(SEE ELECTRICAL PLAN FOR ELECTRICAL REQUIREMENTS)

1 RESTROOM PLAN
SCALE 1/2"= 1' - 0"

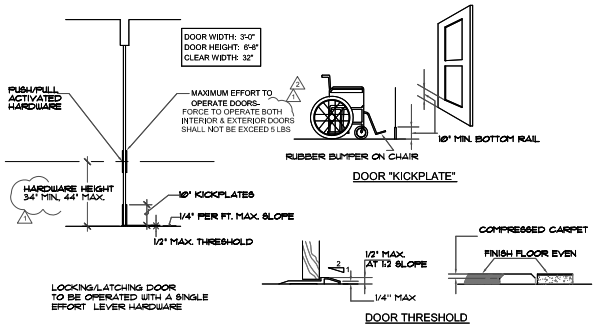


5 ACCESSIBLE COUNTERTOP
NO SCALE



PLAN: CLEARANCES @ DOORS
NOT TO SCALE

LANDING WIDTH EXTENDS 24" PAST STRIKE EDGE OF ANY DOOR FOR EXTERIOR DOOR

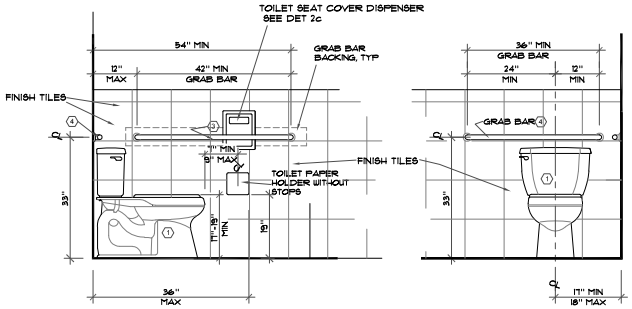


LOCKING/LATCHING DOOR TO BE OPERATED WITH A SINGLE EFFORT LEVER HARDWARE

THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

6 ACCESSIBLE EXIT DOOR

COMPLY WITH ACCESSIBLITY REGULATIONS
- Provide the International Sign of Accessibility at the entrance

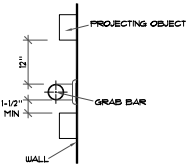


2a TOILET / ACCESSORY
3/4"= 1' - 0"

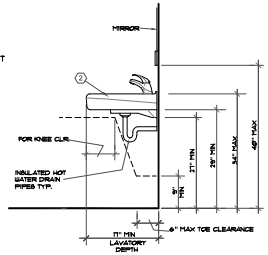
2b

DESPENSER
2c

GRAB BAR
2d



(PROJECTING OBJECTS)
SPACING OF GRAB BARS
2d.1



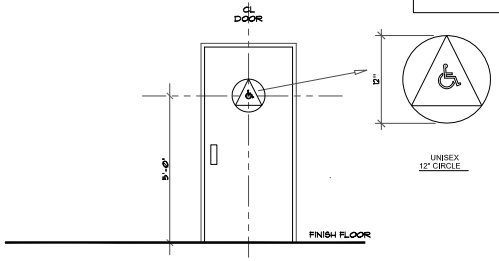
2e LAVATORY
3/4"= 1' - 0"

2 GENERAL REQUIREMENT
SINGLE OCCUPANCY TOILET
NOT TO SCALE

NOTE
THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION.

RESTROOMS FIXTURE & ACCESSORY SCHEDULE

	DESCRIPTION	MANUFACTURER (MODEL)	REMARKS
1	WATER CLOSET	KOHLER 'CAMARRON - CLASS 5' K-3609 OR EQUAL W/ 'LUSTRA' OPEN FRONT TOILET SEAT-K-4650	MAY USE EXISTING - IF NOT QUALIFY REPLACE w/ NEW AS SPECIFIED
2	LAVATORY	KOHLER 'BREHAM' K-1997 OR EQUAL W/ 'CORALAIS' K-15159 OR EQUAL FAUCET	
3	42" GRAB BAR	(BY OWNER)	EXISTING - IF NOT QUALIFY REPLACE w/ NEW AS SPECIFIED
4	36" GRAB BAR	(BY OWNER)	EXISTING - IF NOT QUALIFY REPLACE w/ NEW AS SPECIFIED
5	MIRROR	(BY OWNER)	
6	SEAT COVER DISPENSER	(BY OWNER)	
7	TOILET PAPER DISPENSER	(BY OWNER)	
8	SOAP DISPENSER	(BY OWNER)	
9	SIGNAGE	(BY OWNER OR CONTRACTOR)	SEE DETAIL 3/A5.1



3 RESTROOM SIGNAGE
3/4"= 1' - 0"

NOTES:
PROVIDE RESTROON SIGN MOUNTED ON DOOR. FABRICATE WITH 1/ 4" THICK PLASTIC USING A COLOR AND CONTRAST THAT IS DISTINCTLY DIFFERENT THAN THE DOOR FINISH.

PROVIDE NEW ACCESSIBLE ENTRANCE SIGNAGE MOUNTED ON WALL OR WINDOW ADJACENT TO ENTRANCE DOOR

SIZE: 6"x6" MINIMUM
COLOR: BLUE BACKGROUND W/ WHITE GRAPHIC
MOUNTING HEIGHT: 40" ABOVE FINISH FLOOR
CONSTRUCTION: ACRYLIC PLASTIC, PORCELIN ON STEEL, VINYL, DECALS MAY BE USED WHERE SIGNAGE IS ATTACHED TO GLASS

4 ACCESSIBLE ENTRANCE SIGNAGE
NO SCALE

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DATE 8-13-21
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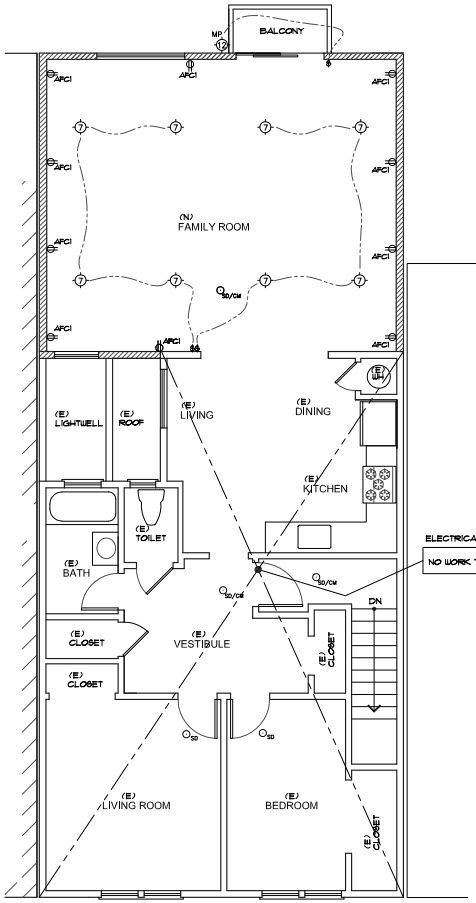
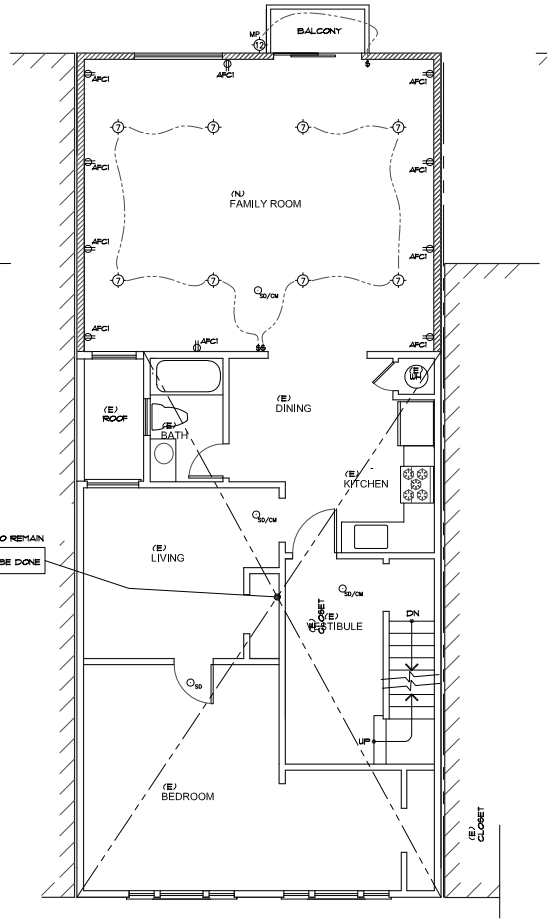


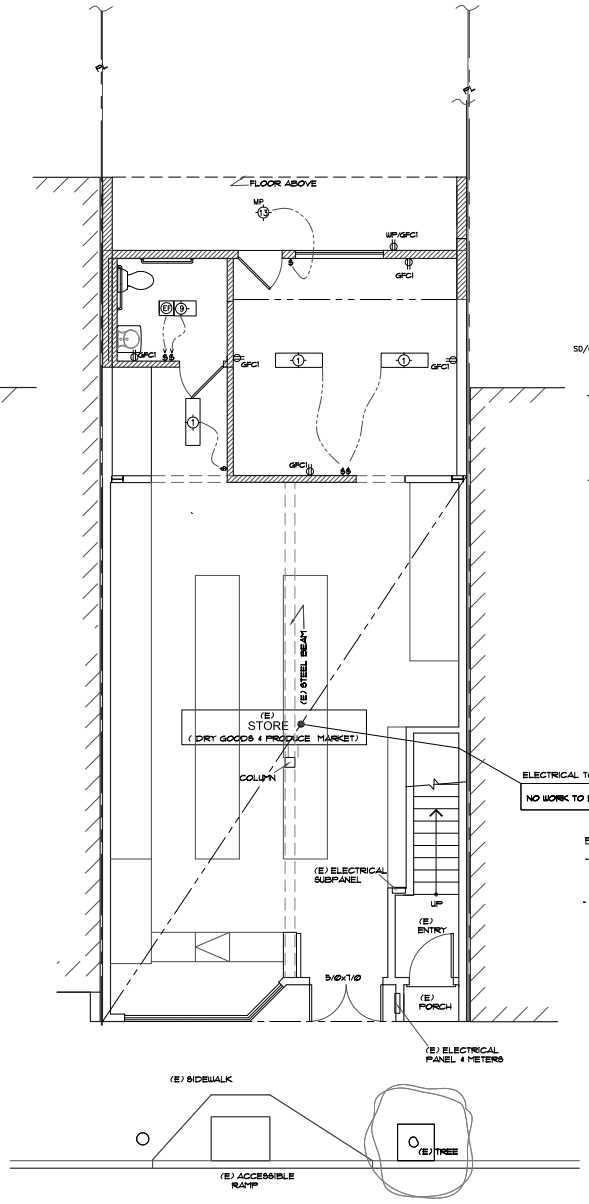
ELECTRICAL LAYOUT
6161 MISSION STREET
(UNIT 2 APARTMENT UNIT)

3 (N) THIRD FLOOR PLAN
SCALE 1/4" = 1' - 0"



ELECTRICAL LAYOUT
6159 MISSION STREET
(UNIT 1 APARTMENT UNIT)

2 (N) SECOND FLOOR PLAN
SCALE 1/4" = 1' - 0"



ELECTRICAL LAYOUT
6157 MISSION STREET
(DRY GOODS & PRODUCE MARKET)

1 (N) FIRST FLOOR PLAN
SCALE 1/4" = 1' - 0"

ELECTRICAL LEGEND

- WP — WEATHERPROOF
- GFCI — GROUND FAULT CIRCUIT INTERCEPTOR
- AFCI — ARC FAULT CIRCUIT INTERRUPTER
- — DUPLEX OUTLET
- UC — UNDERCOUNTER DUPLEX OUTLET
- — SPECIAL OUTLET
- — DUPLEX OUTLET- 1/2 WIRED HOT
- — REFERENCE TO LIGHT FIXTURE
- MP — REFERENCE TO LIGHT FIXTURE MOTION SENSOR + PHOTOCONTROL
- EF — EXHAUST FAN
- — LIGHT SWITCH
- 3 — THREE WAY SWITCH
- 4 — FOUR WAY SWITCH
- D — SWITCH WITH DIMMER
- M — SWITCH WITH MANUAL-ON OCCUPANCY SENSOR
- V — SWITCH WITH VACANCY SENSOR
- H — SWITCH WITH HUMIDIFIER SENSOR
- SD — SMOKE DETECTOR SEE NOTES B/N.1
- CM — CARBON MONOXIDE ALARM SEE NOTES B/N.1
- SD/CM — SMOKE DETECTOR / CARBON MONOXIDE ALARM COMBO SEE NOTES B/N.1

LIGHTING FIXTURE SCHEDULE

Can light recessed into insulated spaces are to be I.C. rated
All fixture, trim and tracks as selected by Owner
All recessed fixtures in sloping ceiling shall be "sloped ceiling cans"
Electrical placement of lighting,switches and convenience outlets are suggested and maybe changed at the direction of the Owner
Prior to installation all electrical shall be located as per Code.
– ALL INSTALLED LUMINARIES TO BE HIGH-EFFICACY IN ACCORDANCE WITH CEC TABLE 150.0-A

1. Ceiling mounted LED tube light fixture
2. Recessed can Fluorescent (CFL) light fixture
3. Recessed "eyeball" can Fuorescent (CFL) light fixture
4. Wall mounted LED/Fluorescent (CFL) light light fixture
5. Recessed can LED/Fluorescent (CFL) light fixture rated for damp location
6. Ceiling mounted LED light fixture
7. Recessed can LED light fixture
8. Recessed "eyeball" can LED light fixture
9. Ceiling mounted LED fixture/Exhaust fan combination (Exhaust fan to be Energy star)
10. Chandelier/pendant ceiling mounted LED light fixture
11. Undercabinet low-voltage can LED or equal light fixture
12. Exterior rated wall mounted LED light fixture
13. Exterior rated soffit ceiling mounted or can LED light fixture
14. Specialty LED light fixture (per owner selection)
15. Existing light fixture to remain

FLOOR PLAN NOTES:

- ALL EXTERIOR LIGHTING TO BE HIGH EFFICAYCY AND BE CONTROLLED BY A MANUAL ON AND OFF SWITCH THAT DOES NOT OVERRIDE THE AUTOMATIC ACTIONS OR ITEMS SHOWN ON CEnC 150(k)3)(11) orCEnC 150.0(k)3) (11).
- ALL INSTALLED LUMINARIES TO BE HIGH-EFFICACY IN ACCORDANCE WITH CEC TABLE 150.0-A

REVISIONS	BY

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ADDITION
6157, 6159, 6161 MISSION ST
DALY CITY, CA 94014
AP # 004-060-080

DRAWER :

ELECTRICAL LAYOUTS

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB#
SHEET E1.1
OF SHEET

(A) EXISTING PLUMBING FIXTURES

Per California Civil Code Article 1101.4 and CALGreen Section 301.1, for all building alteration or improvement to a single family residential property, existing plumbing fixtures in the entire house that do not meet current flow rates will need to be upgraded.

City or Town inspector to verify in field (only applied for properties built in or before January 1, 1994)

1. Water closet with a flow rate in excess of 1.6 gpf will need to be replaced with water closets with a maximum flow rate of 1.28 gpf.
2. Shower heads with a flow rate greater than 2.5 gpm will need to be replaced with a maximum 1.8 gpm shower head per CPC 408.2
3. Lavatory and kitchen faucets with a flow rate greater than 2.2 gpm will need to be replaced with a faucet with a maximum flow rate of 1.2 gpm (or 1.8 gpm for kitchen faucets) CPC 407.2.1.1.

(B) SMOKE DETECTORS / ALARMS

/Smoke detectors shall be installed in dwelling units. Detectors shall be installed in accordance with the approved manufacturer's instructions. Conform to CBC.

NEW CONSTRUCTION OR ADDITIONS

Detectors shall receive their primary power from a commercial source and shall be equipped with a battery backup. The detector shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection.

EXISTING CONSTRUCTION

Detectors may be solely battery operated when installed in existing buildings, or in buildings which undergo alterations or repairs.

CARBON MONOXIDE ALARMS

Carbon Monoxide Alarms in dwelling units and in sleeping units within switch fuel burning appliances are intalled and in dwelling units that have attached garages. Conform to CBC and 2019 CRC R315.1, R315.2

(C) SAFETY GLAZING

Safety glazing shall be provided as per CBC and CRC R308.4 in the following specific hazardo locations.

1. Glazing in ingress and egress doors where the glazing is located within 24 inches of the door strike.
2. Glazing in fixed and sliding panels of sliding door assemblies other than wardrobe doors
3. Glazing in storm doors.
4. Glazing in all unframed swinging doors.
5. Glazing in doors and enclosure for hot tubs, whirlpools, saunas.
6. Glazing in bathtub and shower doors
7. Glazing within 60 inches above a standing surface and drain inlet
8. Glazing with 18" of floor
9. Glazing within 5 ft of the bottom and top of stairways where the bottom edge of the glass is less than 60 inches above a walking surface.

SAFETY GLAZING

Each door or windows required to be (safety) glass shall be identified by a permanent label that specifies the labeler, whether the manufacturer or installer. The identification shall be etched or ceramic fired on the glass and readable fromthe inside of the building after installation.

TEMPORARY LABEL

The temporary label (NFRC) that states the listed U-value for all fenestration products shall not be removed prior to inspection.

(D) ROOFING (See roof plan or elevations for type of roofing used)

~~**Asphalt shingles** shall be fastened according to manufacturer's instructions and CBC 1507.2~~

Built-up roofing shall be applied in accordance with the manufacturer's instructions

ROOF COVERING NOTES

All materials applied as roof covering on any structure regulated by this code shall have a fire retardant rating of Class A or B as specified in Table 15-A . All wood structures are required to have a minimum of Class B roof covering and shall include roof deck underlayment, insulation and covering which is assigned a roof-covering classification. CBC 1507.

FLASHING

Provide flashing at the juncture of roof and vertical surfaces: at intersection of dissimilar roofing materials: and as required to prevent water damage. Flashing and counter flashing shall be not less than No. 24 gauge corrosion-resistant metal. CBC 1507.

(E) DECK MEMBRANE

Provide waterproof deck membrane as manufactured by Dex-O-Tex 'DUAL-FLEX PRIMARY WATERPROOF MEMBRANE' system (ICC-ES Evaluation Report ESR-1757) or equal waterproofing membrane.
Install as per manufacturers specifications and recommendations. Contractor may submit alternative membrane installations. All deck membranes require an approved listing number for approval.

(G) STAIRWAYS & GUARDS (n/a)

RISE & RUN-exterior and interior stairs shall have a rise & run as noted on details and as per CBC

STAIRWAY WIDTH-all interior and exterior stairways shall have a minimum width of 36 inches as per CBC 1009.1

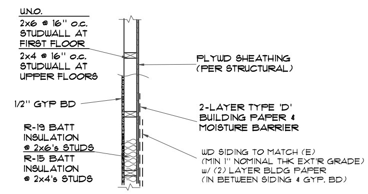
STRINGERS-All interior stairs shall be supported by stringers cut from 2x12's and shall be located at each side of the stairway and at 24" o.c. minimum between. Stringers at the top of stairs shall be fastened to a double joist with SIMPSON L90 angles (unless otherwise noted per structural) at one side of each side stringer and at each side of intermediate stringers.

GUARDS-Conform to CBC . Provide 42 inch high minimum guardrails CBC exceptions # 1) for decks, porches, balconies and raised floors, (more than 30 inches above grade or floor below) and open side(s) of stair landings. Open guardrails shall have intermediate rails or an ornamental pattern such that a sphere 4 inches in diameter cannot pass through as per CBC . The triangular openings formed by the riser, tread and bottom element of a guardrail at the open side of a stairway may be of such size that a sphere 6 inches in diameter cannot pass through CBC

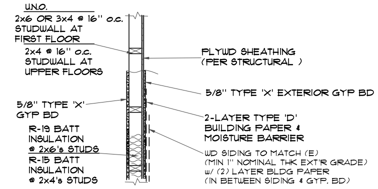
(H) HANDRAILS

Handrail design shall conform to CBC.

1. Stairs shall have handrails on each side-except stairways less than 44 inches in width may have one handrail provided that such-stairways open on one or both sides shall have handrails provided on the open side or sides. Stairways having less than 4 risers need not be provided with handrails.
2. Handrails shall be 34 to 38 inches above the nosing of the treads.
3. Ends shall be returned or shall terminate in newel posts or safety terminals.
4. Handrails projecting from a wall shall have a space of 1 ½ inches between the wall and the handrail.
5. The handgrip portion of handrails shall not be less than 1 ¼ inches nor more than 1 ½ inches in cross-sectional dimension or the shape shall provide an equivalent gripping surface. The handgrip portion of handrails shall have a smooth surface with no sharp corners. Any wall or other surface adjacent to the handrail shall be free of sharp or abrasive elements. Edges shall have a minimum radius of 1/8 inch.

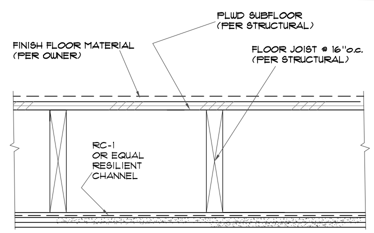


1 EXTERIOR WALL



1-HR F.R. ASSEMBLY

2 EXTERIOR WALL

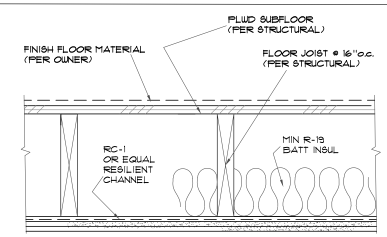


GA FILE NO. FC 5241	GENERIC	1 HOUR FIRE	45 to 49 STC SOUND

Base layer (inner)1/ 2" type X gypsum wallboard applied at right angles to resilient furring channels 16" o.c. with 1-1/4" Resilient channels applied at right angles to minimum 9-1/2" deep wood I joist with minimum 1-1/4" deep X 1-1/4" wide flanges and minimum 3/8" webs 24" o.c. with 1-1/4" Type W drywall screws.
Face layer (outer) 1/2" type X gypsum wallboard applied at right angles to channels with 1-5/8" Type S drywall screws 12" o.c. Face layerend joints located midway between channels and attached to base layer with 1-1/2" Type G screws 12" o.c. End joints offset 24" from base layer edge joints. Wood I-joists supporting 5/ 8" oriented strand board applied at right angles to I-joists with 8d common nails 12" o.c.

Approx. Floor Ceiling Weight:	5 psf
Fire Test:	UL R3543-8, UL Design 517
Sound Test:	CK 6512-6, 7, 4-15-65

5 1-HR F.R. FLOOR /CEILING
NO SCALE



GA FILE NO. FC 5011	PROPRIETARY	1 HOUR FIRE	60 to 64 STC SOUND

Base layer (inner)1/ 2" type X gypsum wallboard or gypsum veneer base applied at right angles to resilient furring channels 24" o.c. (16" o.c. when insulation is used) with 1" Type S drywall screws 16" o.c. Gypsum board end joints located midway between continuous channels and attached with screws 8" to additional pieces of channel 60" long located 3" back on either side of end joint. Resilient channels applied at right angles to minimum 10" deep wood I joist spaced a maximum of 19" o.c. with 1-1/4" Type S drywall screws.
Face layer (outer) 1/2" proprietary type X exterior gypsum ceilingboard or equal gypsum veneer base applied at right angles to resilient furring channels 1-5/8" Type S drywall screws 8" o.c. and 1-1/2" Type G screws 8" o.c. at the butt joints located midspan between the resilient channels. Glass fiber insulation secured to subfloor or loose fill insulation applied directly over gypsum board. Wood I joists supporting 19/32 wood structural panel subfloor applied at right angles to joist with construction adhesive and 6d ring shank nails 12" o.c. Minimum 1/ 2" proprietary floor topping applied over subfloor.

STC rated with I joist span minimum 24" o.c.. 3-1/2" glass fiber insulation in joist spaces, 3/4" proprietary gypsum floor topping pourd over 1/4" proprietary sound reduction mat, and with finish flooring sheet vinyl, engineered wood laminate, and ceramic tile. (STC 64 when sheet vinyl or engineered wood laminate is applied to floor, STC 60 when tested with ceramic tile is applied to floor.

PROPRIETARY GYPSUM BOARD

United States Gypsum Company
- 1/2" SHEETROCK Brand FIRECODE C Core Gypsum Panels
- LEVELROCK Brand Floor Underlayment

Approx. Ceiling Weight:	3 psf
Fire Test:	UL R1319, 05NK04589, 2-4-05; UL R1319, 05NK09496, 3-31-05;
Sound Test:	UL Design 570
ICC & Test:	(58 sheet vinyl) RAL OT03-06, 4-22-03; (62 engineered wood laminate) RAL OT03-08, 4-29-03; (54 ceramic tile) RAL OT03-10, 6-18-03

6 1-HR F.R. FLOOR /CEILING
NO SCALE

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ADDITION
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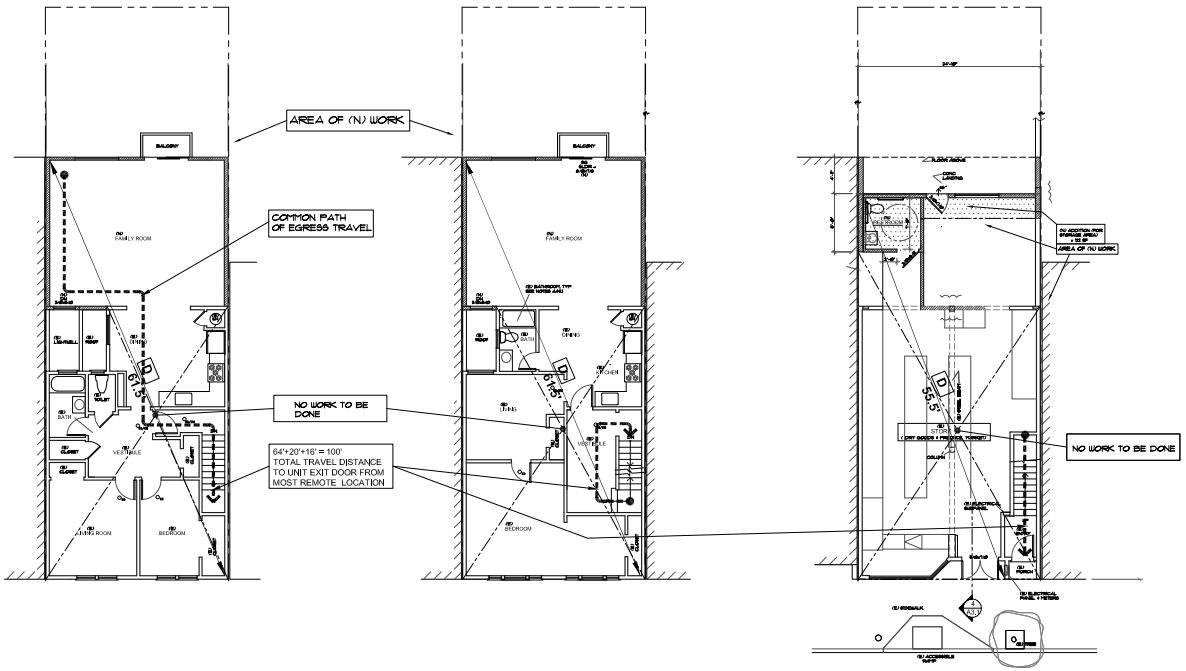
AP # 004-060-080
OWNER :

DETAILS, NOTES

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
N1.1
OF SHEET



6161 MISSION STREET
(UNIT 2 APARTMENT UNIT)
EXITING LAYOUT
(N) THIRD FLOOR PLAN
SCALE 1/8" = 1' - 0"

6159 MISSION STREET
(UNIT 1 APARTMENT UNIT)
EXITING LAYOUT
(N) SECOND FLOOR PLAN
SCALE 1/8" = 1' - 0"

6157 MISSION STREET
(DRY GOODS & PRODUCE MARKET)
EXITING LAYOUT
(N) FIRST FLOOR PLAN
SCALE 1/4" = 1' - 0"

OCCUPANT LOAD, # OF EXITS CALCULATIONS

MIXED USE -

(E) RESIDENTIAL = R-3 OCCUPANCY ON 2 STORIES OVER FIRST FLOOR/BASEMENT
OCCUPANT LOAD FACTOR = 200 GROSS (PER CBC TABLE 1004.1.2)
(E) COMMERCIAL (MARKET/STORE) = M OCCUPANCY
OCCUPANT LOAD FACTOR = 200 GROSS (PER CBC TABLE 1004.1.2)

UNIT 2 - THIRD LEVEL = 1,285 SF
UNIT 1 - SECOND LEVEL = 1,240 SF
TOTAL = 2,525 SF / 200 = 12.6

13 OL (1 EXIT REQUIRED FOR R-3 PER SECTION 1006.2.1 EXCEPTION#1)

MARKET/STORE - FIRST LEVEL = 1,193 SF
= 1,193 SF / 200 = 5.96

6 OL (1 EXIT REQUIRED)

EXIT SEPARATION DISTANCE CALCULATIONS

MAXIMUM DIAGONAL DIMENSION OF BUILDING OR SPACE = 'D' = 61.5'
REQUIRED EXIT SEPARATION DISTANCE = 1/3 x 'D' = 20.5'

TRAVEL DISTANCE
FROM THE MOST REMOTE LOCATION
@ TOP FLOOR UNIT #2 TO COMMON EXIT DOOR
LOWER LEVEL

64'+20'+16' = 100' (>125')

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DALY CITY, CA 94014
AP # 004-060-080
OWNER :

EXITING LAYOUT

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
EX
OF SHEET

STATE OF CALIFORNIA
ENVELOPE COMPONENT APPROACH
CEC-NRCC-ENV-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-01-E
Envelope Component Approach	(Page 1 of 4)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

A. GENERAL INFORMATION

01	Project Location:	6157,6159,6161 Mission St.	06	Compliance Method:	☑ Component ☐ Unconditioned (file Affidavit)
02	CA City and Zip Code:	Daly City, 94014	07	Building Front Orientation (deg or cardinal):	335 deg
03	Climate Zone:	3	08	Phase of Construction:	☐ New Construction ☑ Addition ☐ Alteration
04	Total Conditioned Floor Area:	172	09	Building Occupancy:	☑ Nonresidential ☐ High-Rise Residential ☐ Hotel/Motel Guest Room
05	Building Type:	☐ Schools (Public School) ☐ Relocatable Public School Bldg. ☑ Conditioned Spaces ☐ Unconditioned Spaces ☐ Skylight Area for Large Enclosed Space > 5000 ft² (If checked include the NRCC-ENV-04-E with submittal)			

B. ENVELOPE DETAILS – FRAMED

01	02	03	04	05	06	07	08		09	10	11
							Appendix JA 4 Reference		Proposed	Required	
Tag/ID	Assembly Type	Frame Material	Frame Depth	Frame Spacing	Cavity R-value	Continuous Insulation R-value	Table	Cell	U-Factor	U-Factor from Tables 140.3-B, C or D	Field Inspection Comments
1	Wall	Wood	2x4 @ 16		13	0.0	4.3.1	-A3	0.102	0.110	Ext. Wall

C. ENVELOPE DETAILS – NON-FRAMED

01	02	03	04	05	06	07		08	09	10
						Appendix JA4 Reference		Proposed	Required	
Tag/ID	Assembly Type	Assembly Materials	Thickness (inches)	Interior or Core Insulation R-value	Continuous Insulation R-value	Table	Cell	U-Factor	U-Factor from Tables 140.3-B, C or D	Field Inspection Comments

STATE OF CALIFORNIA
ENVELOPE COMPONENT APPROACH
CEC-NRCC-ENV-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-01-E
Envelope Component Approach	(Page 2 of 4)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

D. ENVELOPE DETAILS – MASS

01	02	03	04	05	06	07	08		09	10	11
							Appendix JA4 Reference		Proposed	Required	
Tag/ID	Mass Type	Density (lb/ft³)	Mass Thickness (inches)	Furring Strip Thickness (inches)	Interior Insulation R-value	Exterior Insulation R-value	Table	Cell	U-factor	U-Factor from Tables 140.3-B, C or D	Field Inspection Comments

E. ROOFING PRODUCTS (COOL ROOF)

01	02	03	04	05	06	07	08	09	10	11
				Proposed			Minimum Required			
Mass Roof 25 lb/ft² or Greater	Roof Pitch	CRRC Product ID Number	Product Type	Aged Solar Reflectance	Thermal Emittance	SRI² (Optional)	Aged Solar Reflectance	Thermal Emittance	SRI (optional)	Comments
☐				☐¹						
☐				☐¹						
☐				☐¹						

☐ An aged solar reflectance less than 0.63 is allowed provided the maximum roof / ceiling U-factor in TABLE 140.3 is not exceeded

☐ High-rise residential buildings and Hotels and Motels with low-sloped roofs in Climate Zones 1 through 8, 12 and 16 are exempted from aged Solar Reflectance and thermal emittance requirements.

☐ High-rise residential buildings and Hotels/Motels with steep-sloped roofs in Climate Zones 1 and 16 are exempt from aged Solar Reflectance and thermal emittance requirements.

☐ The roof area covered by building integrated photovoltaic panels and building integrated solar thermal panels are exempt from aged Solar Reflectance and thermal emittance requirements

To apply Liquid Field Applied Coatings, the coating must be applied across the entire roof surface and meet the dry mil thickness or coverage recommended by the coatings manufacturer and meet minimum performance requirements listed in §110.8(i)4. Select the applicable coating:

☐ Aluminum-Pigmented Asphalt Roof Coating ☐ Cement-Based Roof Coating ☐ Other ______________

NOTES:
1. *Check the box if the aged Solar reflectance was not available in the Cool Roof Rating Council's Rated Product Directory, Then use the equation in Section 110.8(i)2 where the Initial Reflectance value from the same directory and use the equation $(0.2+B(\rho_{initial}-0.2)$ to obtain a calculated aged solar reflectance value. Where* **ρ** *is the Initial Solar Reflectance and* **B** *is either set to 0.65 for Field-Applied Coatings or it is set to 0.70 for all other roofing products other than Field-Applied Coating.*
2. *Calculate the SRI Value by using the SRI Calculator Worksheet at (http://energy.ca.gov/title24/2016standards/documents/solar_reflectance/) and enter the resulting value in the SRI column above and attach a copy of the SRI-Worksheet (NRCC-ENV-03-E) to the to this compliance document.*

STATE OF CALIFORNIA
ENVELOPE COMPONENT APPROACH
CEC-NRCC-ENV-01-E (Revised 01/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-01-E
Envelope Component Approach	(Page 3 of 4)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

F. AIR BARRIER

01	02	03	04	05
Name	Air Barrier Material Type	Air Barrier Assembly Type	Whole Building Air Leakage Testing	Comments
	n/a	n/a	n/a	

G. FENESTRATION PROPOSED AREAS AND EFFICIENCIES

01	02	03	04	05	06	07	08	09	10	11	12
					Proposed						
Tag/ID	Fenestration Type	Surface Area	Orientation N, S, W, E or Roof	# of Panes	Max U-Factor	Max (R) SHGC	Min VT	Label	Overhang	Condition Status	Comments
1	Dual Low-e or equiv.	28	S	2	0.36	0.25	0.42	NFRC	No	New	

H. ENVELOPE MANDATORY MEASURES

Indicate location on building plans of Mandatory Envelope Measures Note Block: ENV-MM

INSTRUCTIONS TO APPLICANT ENVELOPE COMPLIANCE & WORKSHEETS (check box if worksheet are included)

For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, please refer to theEnergy Commission website.

☑	NRCC-ENV-01-E	Certificate of Compliance. Required on plans for all submittals.
☐	NRCC-ENV-04-E	Use when minimum skylight requirements for large enclosed spaces are required in climate zones 2 through 15. Optional on plans.

STATE OF CALIFORNIA
ENVELOPE COMPONENT APPROACH
CEC-NRCC-ENV-01-E (Revised MM/YY) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-01-E
Envelope Component Approach	(Page 4 of 4)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Michael Kunz, CEPE	Documentation Author Signature:
Company: Energy Performance Services	Signature Date: 8/9/2019
Address: 3335 Placer Street, #350	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Redding, CA 96001	Phone: 888-828-9488

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Hector G. Estipona	Responsible Designer Signature:
Company : Hector G. Estipona	Date Signed:
Address: 223 Bonita Avenue	License:
City/State/Zip: South San Francisco, CA 94080	Phone: 415-305-8731

STATE OF CALIFORNIA
FENESTRATION WORKSHEET
CEC-NRCC-ENV-02-E (Revised 09/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-02-E
Fenestration Worksheet	(Page 2 of 3)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

D. SKYLIGHT AREA CALCULATION - See §143(a)6A

	ACTUAL GROSS ROOF AREA		STANDARD ALLOWED SKYLIGHT AREA
01. IF Atrium/Skylight Height is ≤ 55 ft; **or**	0	ft² × 0.05 =	0 ft²
2. IF Atrium/Skylight Height is > 55 ft		ft² × 0.10 =	ft²
03. Proposed Skylight Area (from plans)		0 ft²	
04. Skylight SSR %¹,² = Proposed Skylight Area Divided by Actual Gross Roof Area =		0.0 %	
05. Haze material value greater than 90% according to ASTM D1003, or other approved method by the Energy Commission			Yes / No ☐ ☐

1. If the SKYLIGHT SSR % is less than or equal to 5% then choose the appropriate column in Table 140.3-B and C and row in Table 140.3-D.
2. If the SKYLIGHT SSR % is greater than 5% then the Envelope Component Approach may not be used.

E. RELOCATABLE PUBLIC SCHOOL BUILDINGS - See Section140.3(a)8

Option 1	
☐ For Specific Climate Zone, use Table 140.3-B - Prescriptive Envelope Criteria.	☐ Specific Climate Zone Metal Identification Label – Place two labels on each relocatable school building and indicate on the building plans.
	Indicate location from the building plans:
Option 2	
☐ For Any (All) Climate Zone, use Table 140.3-D - Prescriptive Envelope Criteria.	☐ Any (All) Climate Zone Metal Identification Label - Place two labels on each relocatable school building and indicate on the building plans.
	Indicate location from the building plans:

STATE OF CALIFORNIA
FENESTRATION WORKSHEET
CEC-NRCC-ENV-02-E (Revised 09/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-02-E
Fenestration Worksheet	(Page 1 of 3)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

A. WINDOWS DETAILS Worksheet - *§140.3(a)6B, C and D*

NOTE: Newly installed fenestration shall have a certified NFRC Label Certificate or use the CEC default tables found in Table 110.6-A and Table 110.6-B. Site-built fenestration less than 1,000 ft² see Reference Nonresidential Appendix NA6.
Prescriptively, skylights shall have a glazing material or diffuser that has a measured haze value greater than 90%, determined according to ASTM D1003, or other test method approved by the Energy Commission.

01	02	03	04	05	06	07	08	09	10	11	12	13	14
			Fenestration						Overhang				
			U-Factor		SHGC		VT		Dimensions			Calculated	
Tag/ID	Window Type (e.g., Window-1)	Surface Area	Proposed	Allowed	Proposed	Allowed	Proposed	Allowed	H	V	H/V	(R)SHGC Proposed	Max (R)SHGC Allowed
1	Window	28	0.360	0.360	0.250	0.250	0.420	0.42					

B. WEST WINDOW AREA CALCULATION - See §140.3(a)5A

01. **Gross West** Exterior Wall Area	38	ft² × 0.40 =	15	ft²	40% of **Gross West Facing** Exterior Wall Area; or
02. **West** Display Linear Perimeter	0	FT × 6 ft =	0	ft²	**West** Display Perimeter Area
03. Enter Larger of 1 or 2			15	ft²	Maximum Standard **West** Area
04. Enter Proposed **West** Window Area			0	ft²	Proposed **West** Window Area

Note: If the PROPOSED ***WEST*** *WINDOW AREA is greater than the MAXIMUM STANDARD* ***WEST*** *AREA then the envelope component approach may not be used.*

C. WINDOW AREA CALCULATION - See §140.3(a)5A

01. Gross Exterior Wall Area	380	ft² × 0.40 =	152	ft²	40% of Gross Exterior Wall Area or
02. Linear Display Perimeter	0	FT × 6 ft =	0	ft²	Display Perimeter Area
03. Enter The Larger of 1 or 2			152	ft²	Maximum Standard Area
04. Enter Proposed Window Area			28	ft²	Proposed Window Area

Note: If the PROPOSED WINDOW AREA is greater than the MAXIMUM STANDARD AREA then the envelope component approach may not be used.

STATE OF CALIFORNIA
FENESTRATION WORKSHEET
CEC-NRCC-ENV-02-E (Revised 09/16) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-ENV-02-E
Fenestration Worksheet	(Page 3 of 3)
Project Name: Produce Market Addition	Date Prepared: 8/9/2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Michael Kunz, CEPE	Documentation Author Signature:
Company: Energy Performance Services	Signature Date: 8/9/2019
Address: 3335 Placer Street, #350	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Redding, CA 96001	Phone: 888-828-9488

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Responsible Designer Signature:
Company : Hector G. Estipona	Date Signed:
Address: 223 Bonita Avenue	License:
City/State/Zip: South San Francisco, CA 94080	Phone: 415-305-8731

REVISIONS	BY

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edumadhay651@aol.com

ADDITION
6157, 6159, 6161 MISSION ST
DALY CITY, CA 94014
AP # 004-060-080
OWNER :

EXITING LAYOUT

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
T24.1
OF SHEET

ENVELOPE MANDATORY MEASURES: NONRESIDENTIAL — ENV-MM

Project Name	Date
Produce Market Addition	8/9/2019

DESCRIPTION

Building Envelope Measures:

§110.8(a):	Installed insulating material shall have been certified by the manufacturer to comply with the California Quality Standards for insulating material, Title 20 Chapter 4, Article 3.
§110.8(c):	All Insulating Materials shall be installed in compliance with the flame spread rating and smoke density requirements of Sections 2602 and 707 of Title 24, Part 2.
§110.8(g):	Heated slab floors shall be insulated according to the requirements in Table 110.8-A.
§110.7(a):	All Exterior Joints and openings in the building that are observable sources of air leakage shall be caulked, gasketed, weatherstripped or otherwise sealed.
§110.6(a):	Manufactured fenestration products and exterior doors shall have air infiltration rates not exceeding 0.3 cfm/ft.² of window area, 0.3 cfm/ft.² of door area for residential doors, 0.3 cfm/ft.² of door area for nonresidential single doors (swinging and sliding), and 1.0 cfm/ft.² for nonresidential double doors (swinging).
§110.6(a):	Fenestration U-factor shall be rated in accordance with NFRC 100, or the applicable default U-factor.
§110.6(a) :	Fenestration SHGC shall be rated in accordance with NFRC 200, or NFRC 100 for site-built fenestration, or the applicable default SHGC.
§110.6(b):	Site Constructed Doors, Windows and Skylights shall be caulked between the unit and the building, and shall be weatherstripped (except for unframed glass doors and fire doors).
§120.7(a):	The opaque portions of the roof/ceiling that separates conditioned spaces from unconditioned spaces or ambient air shall meet the applicable U-Factor requirements as follows: **Metal Building-** The weighted average U-factor of the roof assembly shall not exceed 0.098. **Wood Framed and Others-** The weighted average U-factor of the roof assembly shall not exceed 0.075.
§120.7(b):	The opaque portions of walls that separate conditioned spaces from unconditioned spaces or ambient air shall meet the applicable U-factor as follows: **Metal Building-** The weighted average U-factor of the wall assembly shall not exceed 0.113. **Metal Framed-** The weighted average U-factor of the wall assembly shall not exceed 0.151. **Light Mass Walls-** A 6 inch or greater Hollow Core Concrete Masonry Unit shall have a U-factor not to exceed 0.440. **Heavy Mass Walls-** An 8 inch or greater Hollow Core Concrete Masonry Unit shall have a U-factor not to exceed 0.690. **Wood Framed and Others-** The weighted average U-factor of the wall assembly shall not exceed 0.110. **Spandrel Panels and Opaque Curtain Wall-** The weighted average U-factor of the spandrel panels and opaque curtain wall assembly shall not exceed 0.280. **Demising Walls-**. The opaque portions of framed demising walls shall meet the requirements of Item A or B below: A. Wood framed walls shall be insulated to meet a U-factor not greater than 0.099. B. Metal Framed walls shall be insulated to meet a U-factor not greater than 0.151.
§120.7(c):	The opaque portions of floors and soffits that separate conditioned spaces from unconditioned spaces or ambient air shall meet the applicable U-Factor requirements as follows: **Raised Mass Floors-** Shall have a minimum of 3 inches of lightweight concrete over a metal deck or the weighted average U-factor of the floor assembly shall not exceed 0.269. **Other Floors-** The weighted average U-factor of the floor assembly shall not exceed 0.071.

STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.1, §140.6, and §141.0(b)2 for indoor lighting scopes using the prescriptive path.		
Project Name: Produce Market Addition	Report Page:	Page 1 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

A. GENERAL INFORMATION

01	Project Location (city)	Daly City	04	Total Conditioned Floor Area (ft^2)	172
02	Climate Zone	3	05	Total Unconditioned Floor Area (ft^2)	0
03	Occupancy Types Within Project (select all that apply):		06	# of Stories (Habitable Above Grade)	1

☐ Office ☐ Retail ☑ Warehouse ☐ Hotel/Motel ☐ School ☐ Support Areas
☐ Parking Garage ☐ High-Rise Residential ☐ Relocatable ☐ Other (write in):

B. PROJECT SCOPE

Table Instructions: Include any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(b)2 for alterations. WARNING: Changing the Calculation Method in this table will result in the deletion of data previously input. If you need to change the calculation method, please open a new form or use "Save As".

Scope of Work	Conditioned Spaces		Unconditioned Spaces	
01	02	03	04	05
My Project Consists of (check all that apply):	Calculation Method	Area (ft^2)	Calculation Method	Area (ft^2)
☑ New Lighting System	Area Category	172	Area Category	0
	Add Parking Garage-Complete Bldg Method		Remove Parking Garage	
☐ Altered Lighting System				
	Add Altered Lighting System		Remove Last Altered System	
Total Area of Work (ft^2)	172		0	

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per §140.6(b)1.	Allowed Lighting Power per §140.6(b) (Watts)							Actual Lighting Power per §140.6(a) (Watts)					Compliance Results
	01	02	03	04		05		06	07	08		09	10
	Complete Building §140.6(c)1	Area Category §140.6(c)2	Area Category Footnotes §140.6(c)2G (+)	Tailored §140.6(c)3 (+)	=	Total Allowed (Watts)	≥	Total Designed (Watts)	Adjustments: Portable Lighting §140.6(a) (-)	Adjustments: PAF Control Credits §140.6(a)2 (-)	=	Total Actual (Watts) *Includes Adjustments	05 Must be ≥ 09 §140.6
	(See Table I)	(See Table I)	(See Table K)	(See Table L)				(See Table F)	(See Table J)	(See Table R)			
Conditioned:		103.2			=	103.2	≥	100			=	100	COMPLIES
Unconditioned:					=		≥				=		
Controls Compliance (See Table H for Details)													COMPLIES
Rated Power Reduction Compliance (See Table S for Details)													Not Applicable

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STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Produce Market Addition	Report Page:	Page 2 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: Include all permanent designed lighting and all portable lighting in offices.

01	02	03		04	05	06	07	08	09	
Name or Item Tag	Complete Luminaire Description	Specialized Luminaire Types: Track	Specialized Luminaire Types: Portable	Watts per luminaire[1]	How Wattage is determined	Total number luminaires	Exempt per §140.6(a)3	Design Watts	Field Inspector: Pass	Field Inspector: Fail
L1	Fixture 1	☐	☐	25	Mfr. Spec[1]	4	☐	100	☐	☐
Total Designed Watts CONDITIONED SPACES:								100		
							Reset	Add Row	Remove Last	

[1]NOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c) Wattage used must be the maximum rated for the luminaire, not the lamp.

G. TRACK LIGHTING

This Section Does Not Apply

H. INDOOR LIGHTING CONTROLS (Not Including PAFs)

Table Instructions:
*Please include lighting controls for conditioned and unconditioned spaces in this table. When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.*

Building Level Controls			
01	02	03	
Mandatory Demand Response §130.1(e)	Shut-off Controls §130.1(c)	Field Inspector: Pass	Field Inspector: Fail
Not Required < 10,000 SF	See Area Level Controls	☐	☐

Area Level Controls

Table Continued

STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Produce Market Addition	Report Page:	Page 3 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Area Controls §130.1(a)	Multi-Level Controls §130.1(b)	Shut-Off Controls §130.1(c)	Primary/Skylit Daylighting §130.1(d)	Secondary Daylighting §140.6(d)	Interlocked Systems §140.6(a)1	Field Inspector: Pass	Field Inspector: Fail
Storage	Commercial, Industrial Storage	Manual ON/OFF	Dimmer	Occ Sensor	N/A	N/A	☐	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.

EX: Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general lighting; EXCEPTION 1 to §130.1(d)2

13 — Plan Sheet Showing Daylit Zones:

Reset | Add Row | Remove Last

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Table Instructions: Complete the table for each area complying using the Complete Building or Area Category Methods per §140.6(b). Indicate if additional lighting power allowances per §140.6(c) or adjustments per §140.6(a) are being used.

Conditioned Spaces

01	02	03	04	05	06		
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft^2)	Area (ft^2)	Allowed Wattage (Watts)	Additional Allowances / Adjustments: Footnotes	PAF	Portable Ltg
Storage	Commercial and Industrial Storage	0.6	172	103.2	☐	☐	☐
		TOTAL:	172	103.2	See Tables J, K, R for detail		
					Reset	Add Row	Remove Last

J. POWER ADJUSTMENT: PORTABLE LIGHTING IN OFFICES

This Section Does Not Apply

K. ADDITIONAL LIGHTING ALLOWANCE: AREA CATEGORY METHOD FOOTNOTES

This Section Does Not Apply

L. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This Section Does Not Apply

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED SPECIAL FUNCTION AREAS

This Section Does Not Apply

STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Produce Market Addition	Report Page:	Page 4 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This Section Does Not Apply

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This Section Does Not Apply

P. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS

This Section Does Not Apply

Q. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This Section Does Not Apply

R. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (PAF)

This Section Does Not Apply

S. RATED POWER REDUCTION COMPLIANCE BY SPACE

This Section Does Not Apply

STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Produce Market Addition	Report Page:	Page 5 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at http://www.energy.ca.gov/2015publications/CEC-400-2015-033/appendices/forms/NRCI

YES	NO	Form/Title	Field Inspector: Pass	Field Inspector: Fail
◉	○	NRCI-LTI-01-E - Must be submitted for all buildings	☐	☐
◉	○	NRCI-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐
○	◉	NRCI-LTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.	☐	☐
○	◉	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.	☐	☐
○	◉	NRCI-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	☐	☐
○	◉	NRCI-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	☐	☐

U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector: Pass	Field Inspector: Fail
◉	○	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	☐	☐
○	◉	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	☐	☐
○	◉	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	☐	☐
○	◉	NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).	☐	☐

STATE OF CALIFORNIA

Indoor Lighting

NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Produce Market Addition	Report Page:	Page 6 of 6
Project Address: 6157,6159,6161 Mission St.	Date Prepared:	8/9/2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

Documentation Author Name:	Michael Kunz, CEPE	Documentation Author Signature:	Michael Kunz (Digitally signed by Michael Kunz Date: 2019.08.09 17:36:38 -07'00')
Company:	Energy Performance Services	Signature Date:	
Address:	3335 Placer Street, #350	CEA/ HERS Certification Identification (if applicable):	
City/State/Zip:	Redding, CA 96001	Phone:	888-828-9488

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. **The information provided on this Certificate of Compliance is true and correct.**
2. **I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)**
3. **The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.**
4. **The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.**
5. **I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.**

Responsible Designer Name:	Hector G. Estipona	Responsible Designer Signature:	
Company :	Hector G. Estipona	Date Signed:	
Address:	223 Bonita Avenue	License:	
City/State/Zip:	South San Francisco, CA 94080	Phone:	415-305-8731

REVISIONS	BY

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ADDITION
6157, 6159, 6161 MISSION ST
AP # 004-060-080
DALY CITY, CA 94014
OWNER :

EXITING LAYOUT

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
T24.2
OF SHEET

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

This compliance document is only applicable to additions less than 1,000 ft² and do not require HERS field verification for compliance. When HERS verification is required, a CF1R-ADD-01 shall first be registered with a HERS Provider Data Registry.

Alterations to Space Conditioning Systems that are exempt from HERS verification requirements may use the CF1R-ADD-02 and CF2R- ADD-02 Compliance Documents. Possible exemptions from duct leakage testing include: less than 40 ft of ducts were added or replaced; or the existing duct system was insulated with asbestos; or the existing duct system was previously tested and passed by a HERS Rater. If space conditioning systems are altered and are not exempt from HERS verification, then a CF1R-ADD-01 must be completed and registered with a HERS Provider Data Registry.

Additions or alterations that utilize close Cell Spray Polyurethane Foam (ccSPF) with a density of 1.5 to less than 2.5 pounds per cubic foot having an R-value other than 5.8 per inch, or Open Cell Spray Polyurethane Foam (ocSPF) with a density of 0.4 to less than 1.5 pounds per cubic foot having an R-value of 3.6 per inch, shall complete and register a CF1R ADD-01 with a HERS Provider Data Registry.

If more than one person has responsibility for installation of the items on this certificate, each person shall prepare and sign a certificate applicable to the portion of construction for which they are responsible. Alternatively, the person with chief responsibility for construction shall prepare and sign this certificate for the entire construction. All applicable Mandatory Measures shall be met. Temporary labels shall not be removed before verification by the building inspector.

A. General Information (please complete entire table)

01	Project Name:	2nd & 3rd Floor Additions	02	Date Prepared:	8-9-2019
03	Project Location:	6157,6159,6161 Mission St.	04	Building Front Orientation (deg):	335
05	CA City:	Daly City	06	Number of Dwelling Units with Additions:	2
07	Zip Code:	94014	08	Fuel Type:	Natural Gas
09	Climate Zone:	3	10	Total Conditioned Floor Area (ft²) (Addition):	840
11	Building Type:	Multi-family	12	Slab Area (ft²):	0
13	Project Scope:	> 700 ft2 to ≤ 1000 ft2	14	Exceptions to Fenestration U-factor and SHGC 150.1(c)3A:	NA

14	Addition Wall Type:	☑ Framed ☐ Non-framed ☐ Mass Walls ☐ None
15	Roof Type:	☐ Steep slope ☑ Low slope ☐ None
16	Roof/Ceiling insulation:	☐ Option A - Above deck insulation ☑ Option B - Below deck insulation ☐ Option C - Ducts & Air handler in conditioned space
17	Windows being installed?	☑ Yes ☐ No
18	New water heater being installed?	☐ Yes ☑ No
19	Are lighting requirements applicable?	☑ Yes ☐ No

Note: Include mandatory measures? ☑ Yes ☐ No

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

B. Opaque Surface Details - Framed (Section 150.2(a))

01	02	03	04	05	06		07	08	09	10	11
					Proposed					Required	
								Appendix JA4 Reference			
Tag/ID	Assembly Type	Frame Type	Frame Depth (in)	Frame Spacing (in)	Cavity R-value	Continuous Insulation R-value	U-factor	Table	Cell	U-Factor or R-value	Comments
	Roof	Wood	2x12	16 inch OC	R-30*	n/a	.035	4.2.2	17A	.035	* Package A
	Wall	Wood	2x4	16 inch OC	R-15*	n/a	.095	4.3.1	4A	.095	* Sect. 150.2(a)1
	Floor	Wood	2x12	16 inch OC	R-19*	n/a	.037	4.4.1	4A	.037	* Table 150.1-A

Add Row | Delete Row

F. Radiant Barrier (Section 1501.1(c)2)

01	02
Radiant Barrier installed below the roof deck and on all gable end walls	Comments
Yes ○ No ◉	n/a - No attic space

Add Row | Delete Row

Notes:
- Radiant barriers shall meet specific eligibility and installation criteria to receive energy credit for compliance with the Building Energy Efficiency Standards for low-rise residential buildings. Refer to RA4.2.1
- The emittance of the radiant barrier shall be less than or equal to 0.05 as tested in accordance with ASTM C1371 or ASTM E408.
- For Prescriptive Compliance the attic shall be ventilated to provide a minimum free ventilation area of not less than one square foot of vent area for each 300 ft2 of attic floor area with no less than 30 percent upper vents. Ridge vents or gable end vents are recommended to achieve the best performance. The material should be cut to allow for full airflow to the venting.

STATE OF CALIFORNIA
Prescriptive Residential Additions That Do Not Require HERS Field Verification
CEC-CF1R-ADD-02-E (Revised 07/17) CALIFORNIA ENERGY COMMISSION
CERTIFICATE OF COMPLIANCE CF1R-ADD-02-E
Prescriptive Residential Additions That Do Not Require HERS Field Verification Page 2 of 9
Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019
B. Opaque Surface Details - Framed (Section 150.2(a))
01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11
Proposed | Required
Tag/ID | Assembly Type | Frame Type | Frame Depth (in) | Frame Spacing (in) | Cavity R-value | Continuous Insulation R-value | U-factor | Appendix JA4 Reference Table | Cell | U-Factor or R-value | Comments
Roof | Wood | 2x12 | 16 inch OC | R-30* | n/a | .035 | 4.2.2 | 17A | .035 | * Package A
Wall | Wood | 2x4 | 16 inch OC | R-15* | n/a | .095 | 4.3.1 | 4A | .095 | * Sect. 150.2(a)1
Floor | Wood | 2x12 | 16 inch OC | R-19* | n/a | .037 | 4.4.1 | 4A | .037 | * Table 150.1-A
Add Row | Delete Row
F. Radiant Barrier (Section 1501.1(c)2)
01 Radiant Barrier installed below the roof deck and on all gable end walls: Yes ○ No ◉
02 Comments: n/a - No attic space
Add Row | Delete Row
Notes:
• Radiant barriers shall meet specific eligibility and installation criteria to receive energy credit for compliance with the Building Energy Efficiency Standards for low-rise residential buildings. Refer to RA4.2.1
• The emittance of the radiant barrier shall be less than or equal to 0.05 as tested in accordance with ASTM C1371 or ASTM E408.
• For Prescriptive Compliance the attic shall be ventilated to provide a minimum free ventilation area of not less than one square foot of vent area for each 300 ft2 of attic floor area with no less than 30 percent upper vents. Ridge vents or gable end vents are recommended to achieve the best performance. The material should be cut to allow for full airflow to the venting.
CA Building Energy Efficiency Standards - 2016 Residential Compliance July 2017

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

20	Compliance Statement	Total Proposed West-Facing Fenestration Area ≤ Maximum Allowed West-Facing Fenestration Area	◉ Yes ○ No
21	Proposed Fenestration U-factor (Windows)		0.32
22	Required Fenestration U-factor (Windows)		0.32
23	Compliance Statement	Proposed Fenestration U-factor ≤ Required Fenestration U-factor	◉ Yes ○ No
24	Proposed Fenestration SHGC (Windows)		NA
25	Required Fenestration SHGC (Windows)		NA
26	Compliance Statement	Proposed Fenestration SHGC ≤ Required Fenestration SHGC	◉ Yes ○ No
27	Proposed Fenestration U-factor (Skylights)		n/a
28	Required Fenestration U-factor (Skylights)		n/a
29	Compliance Statement	Proposed Fenestration U-factor ≤ Required Fenestration U-factor	◉ Yes ○ No
30	Proposed Fenestration SHGC (Skylights)		n/a
31	Required Fenestration SHGC (Skylights)		n/a
32	Compliance Statement	Proposed Fenestration SHGC ≤ Required Fenestration SHGC	◉ Yes ○ No

J. Space Conditioning (SC) Systems - Heating/Cooling (Prescriptive Section 150.2(b))

Alterations to Space Conditioning Systems shall be exempt from HERS verification requirements as prerequisite for use of the CF1R-ADD-02 and CF2R-ADD-02 Compliance Documents. If new space conditioning systems are installed or existing systems are altered and are not exempt from HERS verification, then a CF1R-ADD-01 shall be completed and registered with a HERS Provider Data Registry. In each row below for each dwelling unit in the building, check the box that indicates the exemption from HERS verification compliance:

- ☐ a: space conditioning system was not altered;
- ☐ b: less than 40 ft of ducts were added or replaced;
- ☐ c: (exempt from duct leakage testing) if: the existing duct system was insulated with asbestos;
- ☐ d: (exempt from duct leakage testing) if: the existing duct system was previously tested and passed by a HERS Rater.

01	02	03	04
Dwelling Unit Name	SC System Identification or Name	SC System Location or Area Served	Exemption from HERS Verification
6157,6159,6161 Mission St.	HVAC Systems (e)	Existing + Additions	a. ☑ b. ☑ c. ☐ d. ☐

Add Row | Delete Row

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Michael Kunz, CEPE	Documentation Author Signature: Michael Kunz — Digitally signed by Michael Kunz Date: 2019.08.09 18:15:59 -07'00'
Company: Energy Performance Services	Signature Date: 8-9-2019
Address: 3335 Placer Street, #350	CEA/ HERS Certification Identification (if applicable): n/a
City/State/Zip: Redding, CA 96001	Phone: 888-828-9488

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. That the energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a registered copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a registered copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Hector G. Estipona	Responsible Designer Signature:
Company :	Date Signed: 8-9-2019
Address: 223 Bonita Avenue	License:
City/State/Zip: South San Francisco, CA 94080	Phone: 415-305-8731

For assistance or questions regarding the Energy Standards, contact the Energy Hotline at: 1-800-772-3300.

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

Building Envelope Measures:	
§ 110.6(a)1:	Air Leakage. Manufactured fenestration, exterior doors, and exterior pet doors must limit air leakage to 0.3 cfm/ft² or less when tested per NFRC-400 or ASTM E283 or AAMA/ WDMA/CSA 101/I.S.2/A440-2011.
§ 110.6(a)5:	Labeling. Fenestration products must have a label meeting the requirements of § 10-111(a).
§ 110.6(b):	Field fabricated exterior doors and fenestration products must use U-factors and solar heat gain coefficient (SHGC) values from TABLES 110.6-A and 110.6-B for compliance and must be caulked and/or weatherstripped.
§ 110.7:	Air Leakage. All joints, penetrations, and other openings in the building envelope that are potential sources of air leakage must be caulked, gasketed, or weather stripped.
§ 110.8(a):	Insulation Certification by Manufacturers. Insulation specified or installed must meet Standards for Insulating Material.
§ 110.8(g):	Insulation Requirements for Heated Slab Floors. Heated slab floors must be insulated per the requirements of § 110.8(g).
§ 110.8(i):	Roofing Products Solar Reflectance and Thermal Emittance. The thermal emittance and aged solar reflectance values of the roofing material must meet the requirements of § 110.8(i) when the installation of a cool roof is specified on the CF1R.
§ 110.8(j):	Radiant Barrier. A radiant barrier must have an emittance of 0.05 or less and be certified to the Department of Consumer Affairs.
§ 150.0(a):	Ceiling and Rafter Roof Insulation. Minimum R-22 insulation in wood-frame ceiling; or the weighted average U-factor must not exceed 0.043. Minimum R-19 or weighted average U-factor of 0.054 or less in a rafter roof alteration. Attic access doors must have permanently attached insulation using adhesive or mechanical fasteners. The attic access must be gasketed to prevent air leakage. Insulation must be installed in direct contact with a continuous roof or ceiling which is sealed to limit infiltration and exfiltration as specified in § 110.7, including but not limited to placing insulation either above or below the roof deck or on top of a drywall ceiling.
§ 150.0(b):	Loose-fill Insulation. Loose fill insulation must meet the manufacturer's required density for the labeled R-value.
§ 150.0(c):	Wall Insulation. Minimum R-13 insulation in 2x4 inch wood framing wall or have a U-factor of 0.102 or less (R-19 in 2x6 or U-factor of 0.074 or less). Opaque non-framed assemblies must have an overall assembly U-factor not exceeding 0.102, equivalent to an installed value of R-13 in a wood framed assembly.
§ 150.0(d):	Raised-floor Insulation. Minimum R-19 insulation in raised wood framed floor or 0.037 maximum U-factor.
§ 150.0(f):	Slab Edge Insulation. Slab edge insulation must meet all of the following: have a water absorption rate, for the insulation material alone without facings, no greater than 0.3%; have a water vapor permeance no greater than 2.0 perm/inch; be protected from physical damage and UV light deterioration; and, when installed as part of a heated slab floor, meet the requirements of § 110.8(g).
§ 150.0(g)1:	Vapor Retarder. In Climate Zones 1-16, the earth floor of unvented crawl space must be covered with a Class I or Class II vapor retarder. This requirement also applies to controlled ventilation crawl space for buildings complying with the exception to § 150.0(d).
§ 150.0(g)2:	Vapor Retarder. In Climate Zones 14 and 16, a Class I or Class II vapor retarder must be installed on the conditioned space side of all insulation in all exterior walls, vented attics, and unvented attics with air-permeable insulation.
§ 150.0(q):	Fenestration Products. Fenestration, including skylights, separating conditioned space from unconditioned space or outdoors must have a maximum U-factor of 0.58; or the weighted average U-factor of all fenestration must not exceed 0.58.

Fireplaces, Decorative Gas Appliances, and Gas Log Measures:	
§ 150.0(e)1A:	Closable Doors. Masonry or factory-built fireplaces must have a closable metal or glass door covering the entire opening of the firebox.
§ 150.0(e)1B:	Combustion Intake. Masonry or factory-built fireplaces must have a combustion outside air intake, which is at least six square inches in area and is equipped with a readily accessible, operable, and tight-fitting damper or combustion-air control device.
§ 150.0(e)1C:	Flue Damper. Masonry or factory-built fireplaces must have a flue damper with a readily accessible control
§ 150.0(e)2:	Pilot Light. Continuous burning pilot lights and the use of indoor air for cooling a firebox jacket, when that indoor air is vented to the outside of the building, are prohibited.

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

Space Conditioning, Ducts, and Fans Measures:	
§ 110.0-§ 110.3:	Certification. Heating, ventilation and air conditioning (HVAC) equipment must be certified by the manufacturer to the Energy Commission.
§ 110.2(a):	HVAC Efficiency. Equipment must meet the applicable efficiency requirements in TABLE 110.2-A through TABLE 110.2-K.
§ 110.2(c):	Thermostats. All unitary heating or cooling systems not controlled by a central energy management control system (EMCS) must have a setback thermostat.
§ 110.8(d)3:	Ducts. Insulation installed on an existing space-conditioning duct must comply with § 604.0 of the California Mechanical Code (CMC). If a contractor installs the insulation, the contractor must certify to the customer, in writing, that the insulation meets this requirement.
§ 150.0(m)1:	CMC Compliance. All air-distribution system ducts and plenums must be installed, sealed, and insulated to meet the requirements of CMC §§ 601.0, 602.0, 603.0, 604.0, 605.0 and ANSI/SMACNA-006-2006 HVAC Duct Construction Standards Metal and Flexible 3rd Edition. Portions of supply-air and return-air ducts and plenums must be insulated to a minimum installed level of R-6.0 (or higher if required by CMC § 605.0) or a minimum installed level of R-4.2 when entirely in conditioned space as confirmed through field verification and diagnostic testing (RA3.1.4.3.8). Connections of metal ducts and inner core of flexible ducts must be mechanically fastened. Openings must be sealed with mastic, tape, or other duct-closure system that meets the applicable requirements of UL 181, UL 181A, or UL 181B or aerosol sealant that meets the requirements of UL 723. If mastic or tape is used to seal openings greater than ¼ inch, the combination of mastic and either mesh or tape must be used. Building cavities, support platforms for air handlers, and plenums designed or constructed with materials other than sealed sheet metal, duct board or flexible duct must not be used for conveying conditioned air. Building cavities and support platforms may contain ducts. Ducts installed in cavities and support platforms must not be compressed to cause reductions in the cross-sectional area of the ducts.
§ 150.0(m)2:	Factory-Fabricated Duct Systems. Factory-fabricated duct systems must comply with applicable requirements for duct construction, connections, and closures; joints and seams of duct systems and their components must not be sealed with cloth back rubber adhesive duct tapes unless such tape is used in combination with mastic and draw bands.
§ 150.0(m)3:	Field-Fabricated Duct Systems. Field-fabricated duct systems must comply with applicable requirements for: pressure-sensitive tapes, mastics, sealants, and other requirements specified for duct construction.
§ 150.0(m)7:	Backdraft Dampers. All fan systems that exchange air between the conditioned space and the outside of the building must have backdraft or automatic dampers.
§ 150.0(m)8:	Gravity Ventilation Dampers. Gravity ventilating systems serving conditioned space must have either automatic or readily accessible, manually operated dampers in all openings to the outside, except combustion inlet and outlet air openings and elevator shaft vents.
§ 150.0(m)9:	Protection of Insulation. Insulation must be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind. Insulation exposed to weather must be suitable for outdoor service. For example, protected by aluminum, sheet metal, painted canvas, or plastic cover. Cellular foam insulation must be protected as above or painted with a coating that is water retardant and provides shielding from solar radiation.
§ 150.0(m)10:	Porous Inner Core Flex Duct. Porous inner core flex duct must have a non-porous layer between the inner core and outer vapor barrier.

Lighting Measures:	
§ 110.9:	Lighting Controls and Components. All lighting control devices and systems, ballasts, and luminaires must meet the applicable requirements of § 110.9.
§ 110.9(e):	JA8 High Efficacy Light Sources. To qualify as a JA8 high efficacy light source for compliance with § 150.0(k), a residential light source must be certified to the Energy Commission according to Reference Joint Appendix JA8.
§ 150.0(k)1A:	Luminaire Efficacy. All installed luminaires must be high efficacy in accordance with TABLE 150.0-A.
§ 150.0(k)1B:	Blank Electrical Boxes. The number of electrical boxes that are more than 5 feet above the finished floor and do not contain a luminaire or other device must be no greater than the number of bedrooms. These electrical boxes must be served by a dimmer, vacancy sensor control, or fan speed control.
§ 150.0(k)1C:	Recessed Downlight Luminaires in Ceilings. Luminaires recessed into ceilings must meet all of the requirements for: insulation contact (IC) labeling; air leakage; sealing; maintenance; and socket and light source as described in § 150.0(k)1C. A JA8-2016-E light source rated for elevated temperature must be installed by final inspection in all recessed downlight luminaires in ceilings.

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

§ 150.0(k)1D:	Electronic Ballasts. Ballasts for fluorescent lamps rated 13 watts or greater must be electronic and must have an output frequency no less than 20 kHz.
§ 150.0(k)1E:	Night Lights. Permanently installed night lights and night lights integral to installed luminaires or exhaust fans must be rated to consume no more than 5 watts of power per luminaire or exhaust fan as determined in accordance with § 130.0(c). Night lights do not need to be controlled by vacancy sensors.
§ 150.0(k)1F:	Lighting Integral to Exhaust Fans. Lighting integral to exhaust fans (except when installed by the manufacturer in kitchen exhaust hoods) must meet the applicable requirements of § 150.0(k).
§ 150.0(k)1G:	Screw based luminaires. Screw based luminaires must not be recessed downlight luminaires in ceilings and must contain lamps that comply with Reference Joint Appendix JA8. Installed lamps must be marked with "JA8-2016" or "JA8-2016-E" as specified in Reference Joint Appendix JA8.
§ 150.0(k)1H:	Enclosed Luminaires. Light sources installed in enclosed luminaires must be JA8 compliant and must be marked with "JA8-2016-E."
§ 150.0(k)2A:	Interior Switches and Controls. All forward phase cut dimmers used with LED light sources must comply with NEMA SSL 7A.
§ 150.0(k)2B:	Interior Switches and Controls. Exhaust fans must be switched separately from lighting systems.
§ 150.0(k)2C:	Interior Switches and Controls. Luminaires must be switched with readily accessible controls that permit the luminaires to be manually switched ON and OFF.
§ 150.0(k)2D:	Interior Switches and Controls. Controls and equipment must be installed in accordance with manufacturer's instructions.
§ 150.0(k)2E:	Interior Switches and Controls. No control must bypass a dimmer or vacancy sensor function if the control is installed to comply with § 150.0(k).
§ 150.0(k)2F:	Interior Switches and Controls. Lighting controls must comply with the applicable requirements of § 110.9.
§ 150.0(k)2G:	Interior Switches and Controls. An energy management control system (EMCS) may be used to comply with dimmer requirements if it: functions as a dimmer according to § 110.9; meets the Installation Certificate requirements of § 130.4; meets the EMCS requirements of § 130.5(f); and meets all other requirements in § 150.0(k)2.
§ 150.0(k)2H:	Interior Switches and Controls. An EMCS may be used to comply with vacancy sensor requirements in § 150.0(k) if it meets all of the following: it functions as a vacancy sensor according to § 110.9; the Installation Certificate requirements of § 130.4; the EMCS requirements of § 130.5(f); and all other requirements in § 150.0(k)2.
§ 150.0(k)2I:	Interior Switches and Controls. A multiscene programmable controller may be used to comply with dimmer requirements in § 150.0(k) if it provides the functionality of a dimmer according to § 110.9, and complies with all other applicable requirements in § 150.0(k)2.
§ 150.0(k)2J:	Interior Switches and Controls. In bathrooms, garages, laundry rooms, and utility rooms, at least one luminaire in each of these spaces must be controlled by a vacancy sensor.
§ 150.0(k)2K:	Interior Switches and Controls. Dimmers or vacancy sensors must control all luminaires required to have light sources compliant with Reference Joint Appendix JA8, except luminaires in closets less than 70 square feet and luminaires in hallways.
§ 150.0(k)2L:	Interior Switches and Controls. Undercabinet lighting must be switched separately from other lighting systems.
§ 150.0(k)3A:	Residential Outdoor Lighting. For single-family residential buildings, outdoor lighting permanently mounted to a residential building, or to other buildings on the same lot, must meet the requirement in item § 150.0(k)3Ai (ON and OFF switch) and the requirements in either item § 150.0(k)3Aii (photocell and motion sensor) or item § 150.0(k)3Aiii (photo control and automatic time switch control, astronomical time clock, or EMCS).
§ 150.0(k)3B:	Residential Outdoor Lighting. For low-rise multifamily residential buildings, outdoor lighting for private patios, entrances, balconies, and porches; and outdoor lighting for residential parking lots and residential carports with less than eight vehicles per site must comply with either § 150.0(k)3A or with the applicable requirements in § 110.9, 130.0, 130.2, 130.4, 140.7 and 141.0.
§ 150.0(k)3C:	Residential Outdoor Lighting. For low-rise residential buildings with four or more dwelling units, outdoor lighting not regulated by § 150.0(k)3B or § 150.0(k)3D must comply with the applicable requirements in § 110.9, 130.0, 130.2, 130.4, 140.7 and 141.0.
§ 150.0(k)3D:	Residential Outdoor Lighting. Outdoor lighting for residential parking lots and residential carports with a total of eight or more vehicles per site must comply with the applicable requirements in § 110.9, 130.0, 130.2, 130.4, 140.7, and 141.0.
§ 150.0(k)4:	Internally illuminated address signs. Internally illuminated address signs must comply with § 140.8; or must consume no more than 5 watts of power as determined according to § 130.0(c).

Project Name: 2nd & 3rd Floor Additions | Date Prepared: 8-9-2019

§ 150.0(k)5:	Residential Garages for Eight or More Vehicles. Lighting for residential parking garages for eight or more vehicles must comply with the applicable requirements for nonresidential garages in § 110.9, 130.0, 130.1, 130.4, 140.6, and 141.0.
§ 150.0(k)6A:	Interior Common Areas of Low-rise Multi-Family Residential Buildings. In a low-rise multifamily residential building where the total interior common area in a single building equals 20 percent or less of the floor area, permanently installed lighting for the interior common areas in that building must be high efficacy luminaires and controlled by an occupant sensor.
§ 150.0(k)6B:	Interior Common Areas of Low-rise Multi-Family Residential Buildings. In a low-rise multifamily residential building where the total interior common area in a single building equals more than 20 percent of the floor area, permanently installed lighting in that building must: i. Comply with the applicable requirements in § 110.9, 130.0, 130.1, 140.6 and 141.0; and ii. Lighting installed in corridors and stairwells must be controlled by occupant sensors that reduce the lighting power in each space by at least 50 percent. The occupant sensors must be capable of turning the light fully on and off from all designed paths of ingress and egress.

REVISIONS	BY

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ADDITION
6157, 6159, 6161 MISSION ST
AP # 004-060-080
DALY CITY, CA 94014
OWNER :

EXITING LAYOUT

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
T24.3
OF SHEET

2019 CALIFORNIA GREEN BUILDING CODE
RESIDENTIAL CHECKLIST

New residential buildings must be designed to include the Green Building Mandatory Measures specified in this checklist. These Green Building Mandatory Measures also apply to additions or alterations of existing residential buildings which increase the building's conditioned area, volume, or size. These requirements apply only to the specific area of addition or alteration. 2019 CGC §301.1.1

(PRODUCE MARKET @ 1ST FLR LEVEL)
Permit Number: ____________ Project Address: 6157 MISSION ST

Specify which sheet includes the Measure, and add specific details listing where the measure is located on that page. Include exact code sections on plans.

Green Building Measure	Plan Sheet, And details
SITE DEVELOPMENT (2019 CGC §4.106)	
Projects that disturb less than less than one acre shall develop and implement a plan to manage storm water drainage **DURING CONSTRUCTION**. A BMP page is sufficient. 2019 CGC §4.106.2	N/A
Plans shall indicate how Grading and Paving will prevent surface water flows from entering buildings. Exception: Projects that do not alter the drainage path. 2019 CGC §4.106.3	N/A
Electric Vehicle (EV) Charging, parking spaces: comply with relevant sections. 2019 CGC §4.106.4	N/A
ENERGY EFFICIENCY (2019 CGC and the 2019 California Building Energy Efficiency Standards)	
2019 Energy Code performance (T-24) compliance documentation must be provided in 8-1/2" X 11" format, and must be replicated on the plans. 2019 CEC §150.1 (b)	SHEET T24's
BUILDING ENVELOPE INSULATION, climate zone 3, Table 150.1-A, and B:	
Below Roof Deck, No Insulation is required.	Not Required
Ceiling Insulation, Minimum R-30 Insulation Required.	N/A
Radiant Barrier, Required, per Section 110.8(j) and Reference Residential Appendix RA4.	N/A
Walls, Above or Below Grade, meet standards in Table 150.1-A, or B.	N/A
Floors, Slab perimeter NR, Raised R-19, Concrete Raised U Factor 0.269.	N/A
Quality Insulation Installation Inspection (QII) is Required by a third party.	N/A
Hot water piping insulation required: 3/4 inch or larger. 2019 CEC §150.0 (j) 2 A i, ii, iii	N/A
Lighting: luminaires shall meet the requirements in Table 150.0-A, 2019 CEC §150.0 (k)	SHEET E1.1
Fenestration Maximum U-factor 0.30. No SHGC requirement. Table 150.1-A, and B	SHEET T24's
Maximum Total Area, 20%, no maximum for West Facing Area Table 150.1-A, and B	SHEET T24's
Door Maximum U-factor 0.20. Table 150.1-A, and B	SHEET T24's
Whole House Fan, none required in climate zone 3. Table 150.1-A, and B	N/A
PV: new low-rise residential only, per equation 150.1-C, Annual Photo Voltaic Output	N/A

Green Building Measure	Plan Sheet, And details
Duct insulation: minimum (R-6) required. 2019 CEC §150.0 (m) 5	N/A
Duct leakage testing: 5% with air handler. 2019 CEC §150.0 (m) 11	N/A
Water heating: 120 volt, 20 Amp receptacle < 3 ft., Cat III or IV vent, condensate drain, and gas supply line capacity of at least 200,000 Btu / hour. 2019 CEC §150.0 (n)	N/A
Third-party HERS verification for ventilation and indoor air quality. 2019 CEC §150.0 (o)	N/A
Maximum U-factor (0.58) for fenestration and skylights. 2019 CEC §150.0 (q)	N/A
INDOOR WATER USE (2019 CGC §4.3)	
The effective flush volume of water closets will not exceed 1.28 gal / flush. 2019 CGC §4.303.1.1 For dual flush toilets average two reduced flushes with one full flush. ~~The effective flush volume of urinals will not exceed 0.125 gal / flush.~~ 2019 CGC §4.303.1.2 Maximum flow rate for showers shall be 1.8 GPM, at 80 psi. 2019 CGC §4.303.1.3 Maximum flow rate for lavatory faucets shall be 1.2 GPM, at 60 psi. 2019 CGC §4.303.1.4.1 Maximum flow rate for kitchen faucets shall be 1.8 GPM, at 60 psi. Can temporarily increase to 2.2 GPM, but must default back to maximum flow rate of 1.8 GPM 2019 CGC §4.303.1.4.4	SHEET N1.1
OUTDOOR WATER USE (2019 CGC §4.4)	
Residential developments shall submit a California Department of Water Resources' Model Water Use Efficient Landscape (MWELO) checklist. 2019 CGC §4.304.1	N/A
ENHANCED DURABILITY AND REDUCED MAINTENANCE (2019 CGC §4.406)	
Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls, shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry, or similar method acceptable to the enforcing agency. 2019 CGC §4.406.1	SHEET S1
CONSTRUCTION WASTE MANAGEMENT (2019 CGC §4.408)	
Recycle and/or salvage a minimum 65% of the non-hazardous construction and demolition waste. This is not applicable to soil and land clearing debris. 2019 CGC §4.408	SHEET BMP
BUILDING MAINTENANCE AND OPERATION (2019 CGC §4.410)	
An operation and maintenance manual will be provided at final inspection. 2019 CGC §4.410.1 For buildings with more than 4 multi-family units provide for recycling. 2019 CGC §4.410.2	N/A
FIREPLACES (2019 CGC §4.503)	
Any installed gas fireplaces will be direct-vent, sealed-combustible type. 2019 CGC §4.503.1 Any installed woodstove or pellet stove shall comply with U.S. EPA NSPS emission limits.	N/A
POLLUTANT CONTROL (2019 CGC §4.504)	
At the time of rough installation, during storage on the construction site, and until final startup of the HVAC equipment, all duct and other related air distribution components openings will be covered with tape, plastic, sheet metals, or other methods acceptable to the enforcing agency to reduce the amount of water, dust, or debris that may enter the system. 2019 CGC §4.504.1	N/A
Adhesives, sealants, and caulks used on the project shall follow local and regional air pollution or air quality management district standards. 2019CGC §4.504.2.1	SHT 2.2-2.3
Paints and coatings will comply with VOC limits. 2019CGC §4.504.2.2	SHT 2.2-2.3
Aerosol paints and coatings will meet the Product-weighted MIR limits for ROC, and comply with percent VOC by weight of product limits, Regulation 8, Rule 49. 2019 CGC §4.504.2.3	SHT 2.2-2.3
Documentation shall verify compliance for VOC finish materials. 2019 CGC §4.504.2.4	SHT 2.2-2.3
Carpet systems will meet CALGREEN testing and product requirements. 2019 CGC §4.504.3	SHT 2.2-2.3

2

Green Building Measure	Plan Sheet, And details
Where resilient flooring is installed, at least 80% of the floor area receiving resilient flooring will comply with the California Green Building Code requirements. 2019 CGC §4.504.4	N/A
Hardwood plywood, particleboard, and medium density fiberboard composite wood products shall comply with the low formaldehyde emission standards. 2019 CGC §4.504.5	SHT 2.2-2.3
INTERIOR MOISTURE CONTROL (2019 CGC §4.505)	
A capillary break will be installed if a slab on grade foundation system is used. 2019 CGC §4.505.2	N/A
Building materials with visible signs of water damage will not be installed. Wall and floor framing will not be enclosed when the framing members exceed 19% moisture content. Moisture content will be verified prior to finish material being applied. Replace wet insulation products, or allow to dry before enclosure. 2019 CGC §4.505.3	SHEET S1
INDOOR AIR QUALITY AND EXHAUST (2019 CGC §4.506)	
Exhaust fans that are ENERGY STAR compliant, ducted and that terminate outside the building will be provided in every bathroom (bathtub, shower, or shower/tub combo).2019 CGC §4.506.1 Unless functioning as a component of a whole-house ventilation system, fans must be controlled by a humidity control. 2019 CGC §4.506.1	SHEET E1.1
ENVIRONMENTAL COMFORT (2019 CGC §4.507)	
The heating and air-conditioning system will be sized, designed and have their equipment selected using the following methods: Heat Loss/Heat Gain values in accordance with ANSI/ACCA 2 Manual J-2016 or equal; Duct systems are sized according to ANSI/ACCA 1, Manual D-2016 or equivalent; Select heating and cooling equipment in accordance with ANSI/ACCA 3, Manual S-2014 or equivalent. 2019 CGC §4.507	N/A
INSTALLER AND SPECIAL INSPECTOR QUALIFICATION (2019 CGC §702)	
HVAC system installers will be trained and certified in the proper installation of HVAC systems and equipment by a recognized training/certification program. 2019 CGC §702.1	N/A
When required by the enforcing agency, shall employ Special Inspectors 2019 CG §702.2	SHEET A1
VERIFICATION (2019 CGC §703)	
Upon request, verification of compliance with this code may include construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the Building Division that will show substantial conformance with the 2019 Code requirements. . 2019 CGC §703.1	SHEET A1

Responsible Designer's Declaration Statement	Contractor's Declaration Statement
I hereby certify that this project has been designed to meet the requirements of the 2019 Green Building Code.	I hereby certify, as the builder or installer, under permit listed herein, that this project will be constructed to meet the requirements of the 2019 Green Building Code.
Name: EDDIE UMADHAY	Name:
Address: 3090 CONSTRUCTION & DESIGN	Address:
City/State/Zip Code SAN FRANCISCO, CA 94116	City/State/Zip Code
Signature:	Signature:
Date: 8-13-21	Date:

3

REVISIONS	BY

I & A Architects, Inc.
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SAN FRANCISCO, CA 94116
TEL # 415-515-9165
edumadhay651@aol.com

ADDITION
6157, 6159, 6161 MISSION ST
DALY CITY, CA 94014
AP # 004-060-080
OWNER :

GREEN BLDG MEASURES

DATE 8-13-21
SCALE AS NOTED
DRAWN AGE
JOB
SHEET
GBM.1
OF SHEET

A5.602
***CALGreen* VERIFICATION GUIDELINES**
MANDATORY MEASURES CHECKLIST

Application: This checklist shall be used for nonresidential projects that meet one of the following: new construction, building additions of 1,000 square feet or greater, or building alterations with a permit valuation of $200,000 or more pursuant to Section 301.3 AND do not trigger a Tier 1 or Tier 2 requirement:

Y = Yes (section has been selected and/or included)
N/A = Not Applicable (code section does not apply to the project—mainly used for additions and alterations)
O = Other (provide explanation)
[N] = New construction pursuant to Section 301.3
[A] = Additions and/or Alterations pursuant to Section 301.3

Permit Number: ___________ Project Address : (DWELLING UNIT ONLY) 6159, 6161 MISSION ST

CHAPTER 5 DIVISIONS		SECTION TITLE	CODE SECTION	Y	N/A	O	PLAN SHEET, SPEC, OR ATTACH REFERENCE
DIVISION 5.1 Planning and Design	Mandatory	Storm water pollution prevention for projects that disturb less than 1 acre of land	5.106.1 through 5.106.2		×		
	Mandatory	Short-term bicycle parking (with exception)	5.106.4.1.1		×		
	Mandatory	Long-term bicycle parking	5.106.4.1.2 through 5.106.4.1.5		×		
	Mandatory	Designated parking for clean air vehicles	5.106.5.2		×		
	Mandatory	Parking stall marking	5.106.5.2.1		×		
	Mandatory	Single charging space requirements	5.106.5.3.1		×		
	Mandatory	Multiple charging space requirements [N]	5.106.5.3.2		×		
	Mandatory	EV charging space calculation [N] (with exceptions)	5.106.5.3.3		×		
	Mandatory	[N] Identification	5.106.5.3.4		×		
	Mandatory	[N] Future charging spaces	5.106.5.3.5		×		
	Mandatory	Light pollution reduction [N] (with exceptions and notes)	5.106.8		×		
	Mandatory	Grading and paving (exception for additions and alterations not altering the drainage path)	5.106.10		×		
DIVISION 5.2 Energy Efficiency	Mandatory	Meet the minimum energy efficiency standard	5.201.1	×			
DIVISION 5.3 Water Efficiency and Conservation (continued)	Mandatory	Separate meters (new buildings or additions > 50,000 sf that consume more than 100 gal/day)	5.303.1.1		×		
	Mandatory	Separate meters (for tenants in new buildings or additions that consume more than 1,000 gal/day)	5.303.1.2		×		
	Mandatory	Water closets shall not exceed 1.28 gallons per flush (gpf)	5.303.3.1	×			

(continued)

CHAPTER 5 DIVISIONS		SECTION TITLE	CODE SECTION	Y	N/A	O	PLAN SHEET, SPEC, OR ATTACH REFERENCE
(continued) DIVISION 5.4 Material Conservation and Resource Efficiency	Mandatory	Commissioning plan [N]	5.410.2.3		×		
	Mandatory	Functional performance testing [N]	5.410.2.4		×		
	Mandatory	Documentation and training [N]	5.410.2.5		×		
	Mandatory	Systems manual [N]	5.410.2.5.1		×		
	Mandatory	Systems operation training [N]	5.410.2.5.2		×		
	Mandatory	Commissioning report [N]	5.410.2.6		×		
	Mandatory	Testing and adjusting for new buildings < 10,000 sf or new systems that serve additions or alterations [A]	5.410.4		×		
	Mandatory	System testing plan for renewable energy, landscape irrigation and water reuse [A]	5.410.4.2		×		
	Mandatory	Procedures for testing and adjusting	5.410.4.3		×		
	Mandatory	Procedures for HVAC balancing	5.410.4.3.1		×		
	Mandatory	Reporting for testing and adjusting	5.410.4.4		×		
	Mandatory	Operation and maintenance (O&M) manual	5.410.4.5		×		
	Mandatory	Inspection and reports	5.410.4.5.1	×			
DIVISION 5.5 Environmental Quality (continued)	Mandatory	Fireplaces	5.503.1		×		
	Mandatory	Woodstoves	5.503.1.1		×		
	Mandatory	Temporary ventilation	5.504.1	×			
	Mandatory	Covering of ducts openings and protection of mechanical equipment during construction	5.504.3		×		
	Mandatory	Adhesives, sealants, and caulks	5.504.4.1	×			
	Mandatory	Paints and coatings	5.504.4.3	×			
	Mandatory	Aerosol paints and coatings	5.504.4.3.1	×			
	Mandatory	Aerosol paints and coatings: verification	5.504.4.3.2	×			
	Mandatory	Carpet systems	5.504.4.4		×		
	Mandatory	Carpet cushion	5.504.4.4.1				
	Mandatory	Carpet adhesives per Table 5.504.4.1	5.504.4.4.2		×		
	Mandatory	Composite wood products	5.504.4.5		×		
	Mandatory	Composite wood products: documentation	5.504.4.5.3		×		
	Mandatory	Resilient flooring systems	5.504.4.6		×		
	Mandatory	Resilient flooring: verification of compliance	5.504.4.6.1		×		
	Mandatory	Filters (with exceptions)	5.504.5.3		×		
	Mandatory	Filters: labeling	5.504.5.3.1		×		
	Mandatory	Environmental tobacco smoke (ETS) control	5.504.7		×		
	Mandatory	Indoor moisture control	5.505.1	×			

(continued)

CHAPTER 5 DIVISIONS		SECTION TITLE	CODE SECTION	Y	N/A	O	PLAN SHEET, SPEC, OR ATTACH REFERENCE
(continued) DIVISION 5.3 Water Efficiency and Conservation	Mandatory	Wall-mounted urinals shall not exceed 0.125 gpf	5.303.3.2.1		×		
	Mandatory	Floor-mounted urinals shall not exceed 0.5 gpf	5.303.3.2.2		×		
	Mandatory	Single showerhead shall have maximum flow rate of 1.8 gpm (gallons per minute) at 80 psi	5.303.3.3.1		×		
	Mandatory	Multiple showerheads serving one shower shall have a combined flow rate of 1.8 gpm at 80 psi	5.303.3.3.2		×		
	Mandatory	Nonresidential lavatory faucets	5.303.3.4.1	×			
	Mandatory	Kitchen faucets	5.303.3.4.2		×		
	Mandatory	Wash fountains	5.303.3.4.3		×		
	Mandatory	Metering faucets	5.303.3.4.4		×		
	Mandatory	Metering faucets for wash fountains	5.303.3.4.5		×		
	Mandatory	Food waste disposers	5.303.4.1		×		
	Mandatory	Areas of additions or alterations	5.303.5	×			
	Mandatory	Standards for plumbing fixtures and fittings	5.303.6	×			
	Mandatory	Outdoor potable water use in landscape areas (with notes)	5.304.1		×		
	Mandatory	Outdoor water supply systems (with Exceptions 1-4)	5.305.1.1		×		
	Mandatory	Technical requirements for outdoor recycled water supply systems	5.305.1.2		×		
DIVISION 5.4 Material Conservation and Resource Efficiency (continued)	Mandatory	Weather protection	5.407.1	×			
	Mandatory	Moisture control: sprinklers	5.407.2.1		×		
	Mandatory	Moisture control: exterior door protection	5.407.2.2.1	×			
	Mandatory	Moisture control: flashing	5.407.2.2.2	×			
	Mandatory	Construction waste management—comply with either: Sections 5.408.1.1, 5.408.1.2, 5.408.1.3 or more stringent local ordinance	5.408.1.1, 5.408.1.2, 5.408.1.3	×			
	Mandatory	Construction waste management: documentation	5.408.1.4	×			
	Mandatory	Universal waste [A]	5.408.2		×		
	Mandatory	Excavated soil and land clearing debris (100% reuse or recycle)	5.408.3	×			
	Mandatory	Recycling by occupants (with exception)	5.410.1	×			
	Mandatory	Recycling by occupants: additions (with exception)	5.410.1.1	×			
	Mandatory	Recycling by occupants: sample ordinance	5.410.1.2	×			
	Mandatory	Commissioning new buildings (≥ 10,000 sf) [N]	5.410.2		×		
	Mandatory	Owner's or owner representative's Project Requirements (OPR) [N]	5.410.2.1		×		
	Mandatory	Basis of Design (BOD) [N]	5.410.2.2		×		

(continued)

CHAPTER 5 DIVISIONS		SECTION TITLE	CODE SECTION	Y	N/A	O	PLAN SHEET, SPEC, OR ATTACH REFERENCE
(continued) DIVISION 5.5 Environmental Quality	Mandatory	Outside air delivery	5.506.1		×		
	Mandatory	Carbon dioxide (CO_2) monitoring	5.506.2	×			
	Mandatory	Acoustical control (with exception)	5.507.4	×			
	Mandatory	Exterior noise transmission, prescriptive method (with exceptions)	5.507.4.1	×			
	Mandatory	Noise exposure where noise contours are not readily available	5.507.4.1.1		×		
	Mandatory	Performance method	5.507.4.2		×		
	Mandatory	Site features	5.507.4.2.1	×			
	Mandatory	Documentation of compliance	5.507.4.2.2	×			
	Mandatory	Interior sound transmission (with note)	5.507.4.3	×			
	Mandatory	Ozone depletion and greenhouse gas reductions	5.508.1		×		
	Mandatory	Chlorofluorocarbons (CFCs)	5.508.1.1		×		
	Mandatory	Halons	5.508.1.2		×		
	Mandatory	Supermarket refrigerant leak reduction for retail food stores 8,000 square feet or more Sections 5.508.2 through 5.508.2.6.3	5.508.2 through 5.508.2.6.3		×		
		END OF MANDATORY PROVISIONS					

Documentation Author's / Responsible Designer's Declaration Statement	
☐ **Mandatory:** I attest that this mandatory provisions checklist is accurate and complete.	
Signature:	
Company:	Date:
Address:	License:
City/State/Zip:	Phone:

REVISIONS	BY

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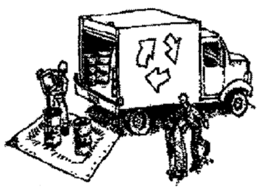
Construction Best Management Practices (BMPs)

SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control

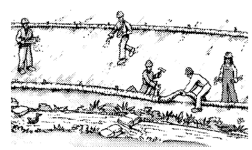
Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

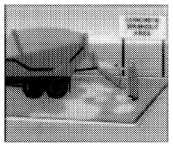
Paving/Asphalt Work

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, abosorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application

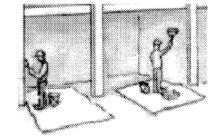


- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

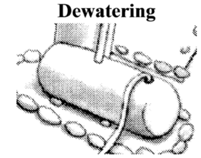
Painting & Paint Removal



Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to $10,000 per day!

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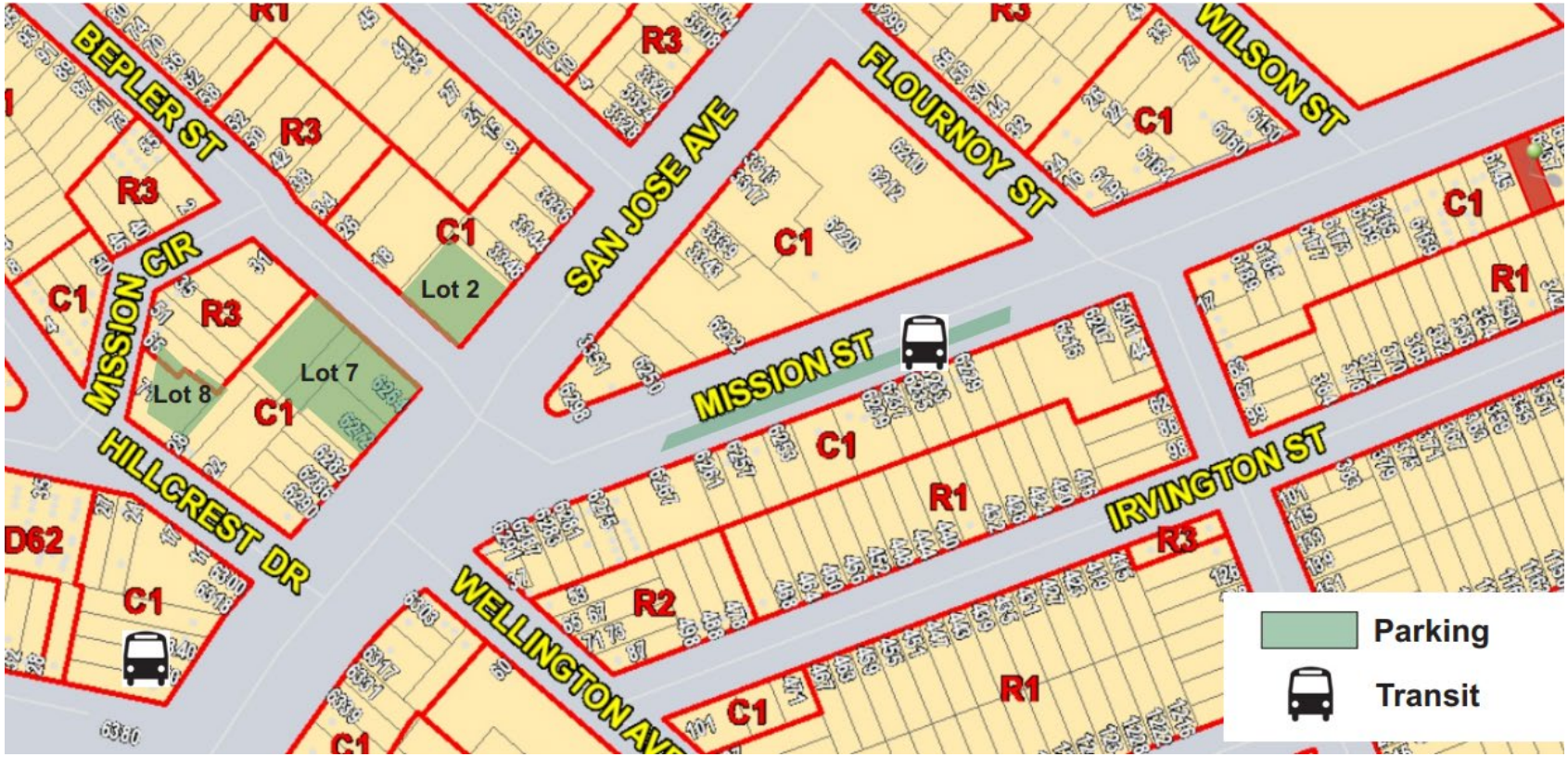
6157 Mission Street - Proximity to Public Parking and Transit



City Council Agenda Report

Item # _____

Meeting Date: July 25, 2022

Subject: Approval of Transfer of Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC); Approval of Early Redemption and Defeasance of Daly City Housing Development Finance Agency Mobile Home Park Refunding Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007A, 2007B and 2007C and Mobile Home Park Fourth Tier Revenue Bond (Franciscan Mobile Home Park Acquisition Project) Series 2002D; and Approval of Regulatory Agreement

Recommended Action

Adopt a Resolution approving the transfer of the Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC), the early redemption and defeasance of all outstanding Daly City Housing Development Finance Agency bonds, and the entering into of a new Regulatory Agreement.

Background

The City's housing authority, the Daly City Housing Development Finance Agency (the "Agency") is authorized to issue bonds and loan the proceeds thereof to nonprofit corporations to finance the acquisition of mobile home parks to provide housing for persons of very low-income. In 2002, to assist LINC Franciscan Limited Partnership (the "Original Borrower") in acquiring the Franciscan Mobile Home Park (the "Park") and making certain improvements to the Park, and to further the Agency's desire to provide housing for very low income residents, the Agency issued its Mobile Home Park Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002A, 2002A-T, 2002B, 2002C and 2002D (collectively, the "2002 Bonds"), and entered into a regulatory agreement with the Original Borrower. The Series 2002A, 2002A-T, 2002B and 2002C were sold to the public. The Series 2002D Bonds were held by Philip Anthony Hoon and the Kenyon Family Trust. The net proceeds of the 2002 Bonds were loaned to the Original Borrower and the Original Borrower made payments under a loan agreement which payments secured the 2002 Bonds. A Regulatory Agreement and Declaration of Restive Covenants was recorded against the land relating to the tax-exempt 2002 Bonds and the requirement that at least 20% (or 101 spaces) were to be occupied by "Very Low Income Residents" within the meaning of the Regulatory Agreement with monthly rental payments subject to the limitations set forth in the Regulatory Agreement. The covenants ran through 2032.

In 2007, in connection with the transfer of the Park from the Original Borrower to Franciscan Park, LLC (the "Borrower"), the Agency issued its Mobile Home Park Revenue Refunding Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007A, 2007B and 2007C (the "2007 Bonds"), pursuant to an Amended and Restated Indenture of Trust. Proceeds of the 2007 Bonds were used to redeem and defease the Series 2002A, 2002B and 2002C Bonds by financing the prepayment by the Original Borrower of a portion of their loan. The Original Borrower's ownership interest in the Park was transferred to the Borrower who entered into an Amended and Restated Loan Agreement in which payments made by the Borrower would be used to secure the 2007 Bonds and the 2002D Bonds. The 2002A-T Bonds had matured and were no longer outstanding.

In connection with the issuance of the 2007 Bonds, the Regulatory Agreement was amended and restated and an Administrative and Operations Agreement was entered into in which Rosenow Spevacek Group Inc., was employed as program administrator and oversight agent for the purpose of monitoring compliance of the amended Regulatory Agreement.

In 2012, a lawsuit was brought by plaintiffs Franciscan Resident Advisory Committee, a California non-profit public benefit corporation ("FRAC") (formerly known as Franciscan Mobile Home Owners for Justice), Rosendo Quiniquini, Robert Quinn, Sandra Holman, and Mamie Zhu, on behalf of themselves individually and a purported class of persons against defendants LINC Housing Corporation, Corporate Fund for Housing, Original Borrower, Borrower, Franciscan Housing Corporation, and Hunter L. Johnson, the Agency and David Kenyon. All parties entered into a settlement agreement which contemplated the conveyance of interest in the Park by Borrower to FRAC.

In accordance with the terms of the settlement agreement FRAC has obtained a financing commitment from Wells Fargo Bank, National Association, under the Capital Markets Exclusion (CME) Loan Program from the Federal Home Loan Mortgage Corporation (Freddie Mac), for a loan (the "Wells Fargo/Freddie Loan") to acquire the ownership interests of the Borrower in the Park. The Wells Fargo/Freddie Loan will be used in part to prepay Borrower's loan to the Agency and thereby redeem and defease all of the outstanding 2007 Bonds and the 2002D Bonds (the "Bond Defeasance"). It is intended that the Park and FRAC shall be organized and operated as a limited equity housing cooperative.

In connection with the transfer of the Park to FRAC, a Conversion Impact Report was delivered to Park residents and mobile home owners in April and May of 2021. A Transfer Application was submitted to the City on November 15, 2021, and supplemented with additional information on March 29, 2022, City staff have reviewed the report and all additional relevant information and, taking into account the Conversion Impact Report as a whole and the overall availability of housing within the City, have concluded that the transfer of the Park and its conversion into a limited equity housing cooperative will not result in or materially contribute to a shortage of housing opportunities or choices for low- and moderate-income households within the City. Further, City staff has concluded that FRAC has satisfactorily verified that residents and mobile home owners have been properly notified of the application for the change in use of the Park.

In order to accomplish the transfer of the Park to FRAC and the Bond Defeasance, certain actions on the part of the City and the Agency need to occur simultaneously with the funding of the Wells Fargo/Freddie Loan. In order for the 2007 Bonds and the 2002D Bonds to be defeased and no longer outstanding, funds are required to be deposited into an irrevocable escrow to pay the 2007 Bonds and the 2002D Bonds on their redemption date. A verification agent or CPA will certify the amount of the Wells Fargo/Freddie Loan necessary to be deposited into escrow and bond counsel will deliver an opinion that the such Bonds are defeased. Certain other documents will need to be recorded to release the Park and its rents from security for the 2007 Bonds and the 2002D Bonds. It is also recommended that a new or revised Regulatory Agreement be entered into and recorded extending the restrictive covenants as to the 20% spaces restricted to Very Low-Income Residents through the term of the Wells Fargo/Freddie Loan (2047).

The action today by the City Council and the Board of the Agency is to adopt resolutions to approve the transfer of the Park to FRAC and to approve the Defeasance of all outstanding bonds of the Agency relating to the Park. The Agency will enter into an Escrow Agreement, which provides that certain reserve fund amounts from the 2007 Bonds and the 2002D Bonds, along with funds from the Wells Fargo/Freddie Loan, will be deposited with the trustee for the 2007 Bonds and the 2002D Bonds and used to defease such Bonds by August 31, 2022 (Wells Fargo/Freddie Loan closing) and redeem the Bonds by August 31, 2022. It is drafted by Special Counsel. The Agency will terminate the Administration and Operations Agreement and enter into a termination of the previous Regulatory Agreement, which notices and agreement, along with other required notices under the previous bond documents, were drafted by Special Counsel. The Agency will enter into a revised Regulatory Agreement which is drafted by counsel to the Borrower and reviewed by Special Counsel. Any relevant Wells Fargo/Freddie Loan documents have been reviewed by staff and Special Counsel. More specific details of the Defeasance can be found in the drafts of the documents referenced in the resolutions.

The resolutions also include the retention of Norton Rose Fulbright US LLP as special bond counsel in connection with the Defeasance.

Following the Defeasance, no tax-exempt bonds will be outstanding for the Agency and the City's/Agency's involvement with the Park will be limited to receiving compliance reports from FRAC regarding FRAC's compliance with the Regulatory Agreement and the restriction of Very Low-Income spaces.

Fiscal Impact

The approval of this recommendation will retire all outstanding Agency debt early.

Summary/Conclusion

Recommend the adopt the Resolution approving the transfer of the Franciscan Mobile Home Park to FRAC, the early redemption and defeasance of all outstanding Daly City Housing Development Finance Agency bonds, and the entering into of a new Regulatory Agreement.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Tim Nevin
Director
Finance and Administrative Services

Attachments:
Draft Resolution
Draft Regulatory Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AUTHORIZING THE EARLY REDEMPTION AND DEFEASANCE OF THE DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY MOBILE HOME PARK REVENUE REFUNDING BONDS (FRANCISCAN MOBILE HOME PARK ACQUISITION PROJECT), SERIES 2007A, 2007B AND 2007C AND THE DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY MOBILE HOME PARK FOURTH TIER REVENUE BONDS (FRANCISCAN MOBILE HOME PARK ACQUISITION PROJECT) SERIES 2002D; APPROVING AN ESCROW AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, AND OTHER DOCUMENTS RELATED THERETO; APPROVING THE TRANSFER OF THE FRANCISCAN MOBILE HOME PARK TO FRANCISCAN ADVISORY RESIDENT COMMITTEE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Legislature of the State of California enacted Section 34376 and following of the California Health and Safety Code (the "Act") to authorize housing authorities to issue bonds and loan the proceeds thereof to nonprofit corporations to finance the acquisition of mobile home parks to provide housing for persons of very low-income; and

WHEREAS, the City of Daly City (the "City"), through the Daly City Housing Development Finance Agency (the "Agency"), previously issued $37,135,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Senior Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002A (the "2002A Bonds"), $2,865,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Subordinate Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002B," (the "2002B Bonds"), $11,535,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Third Tier Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002C," (the "2002C Bonds" and together with the 2002A Bonds and the 2002B Bonds, the "Refunded Bonds") and $1,923,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Fourth Tier Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002D," (the "2002D Bonds", and together with the Refunded Bonds, the "2002 Bonds") to finance a loan to LINC Franciscan Limited Partnership ("Original Borrower") to permit the Original Borrower to acquire an interest in the Franciscan Mobile Home Park (the "Park") and to make certain improvements thereto (the "2002 Project"); and

WHEREAS, in connection with the issuance of the 2002 Bonds, the Agency, the Original Borrower, and Union Bank of California, N.A. ("Union Bank"), entered into the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of April 1, 2002 (the "Original Regulatory Agreement"), which was recorded in the Official Records of the County of San Mateo, State of California, on April 18, 2002 as instrument number 2002-075989; and

WHEREAS, in 2007 the Agency issued its $45,725,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Senior Revenue Refunding Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007A (the "2007A Bonds"), $5,175,000 aggregate initial principal amount of its revenue bonds

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designated "Daly City Housing Development Finance Agency Mobile Home Park Subordinate Revenue Refunding Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007B," (the "2007B Bonds"), and $8,110,000 aggregate initial principal amount of its revenue bonds designated "Daly City Housing Development Finance Agency Mobile Home Park Third Tier Revenue Refunding Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007C," (the "2007C Bonds" and together with the 2007A Bonds and the 2007B Bonds, the "2007 Bonds") pursuant to an Amended and Restated Indenture of Trust, dated as of December 1, 2007 (the "Indenture"), by and between the Issuer and Union Bank of California, N.A., as Trustee thereunder (the "Trustee"), to redeem and defease the Refunded Bonds by financing the prepayment by the Original Borrower of a portion of such loan and the transfer of the Original Borrower's ownership interest in the Park to Franciscan Park, LLC (the "Borrower"), and to finance a loan to the Borrower to acquire Original Borrower's ownership interest in the Park; and

WHEREAS, the net proceeds of the 2007 Bonds were loaned to the Borrower pursuant to the terms of an Amended and Restated Loan Agreement dated as of December 1, 2007 (the "Loan Agreement") by and among the Agency, the Borrower, the Original Borrower and the Trustee, to acquire the Original Borrower's ownership interest in the Park, which purchase price was used by the Original Borrower to prepay a portion of its loan and thereby redeem and defease the Refunded Bonds; and

WHEREAS, in connection with the issuance of the 2007 Bonds, the Agency, the Original Borrower, the Borrower and Union Bank, entered into the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of December 1, 2007 (the "First Amendment"), which was recorded in the Official Records of the County of San Mateo, State of California, on December 17, 2007 as instrument number 2007-176164; and

WHEREAS, in connection with the issuance of the 2007 Bonds, the Agency, the Original Borrower, the Borrower and Rosenow Spevacek Group Inc., as program administrator and oversight agent (the "Program Administrator"), entered into the Administration and Oversight Agreement, dated as of December 1, 2007 (the "Oversight Agreement") for the purpose of monitoring compliance of the First Amendment; and

WHEREAS, in 2012 Plaintiffs Franciscan Resident Advisory Committee, a California non-profit public benefit corporation ("FRAC") (formerly known as Franciscan Mobile Home Owners for Justice), Rosendo Quiniquini, Robert Quinn, Sandra Holman, and Mamie Zhu, on behalf of themselves individually and a purported class of persons; Defendants LINC Housing Corporation, Corporate Fund for Housing, Original Borrower, Borrower, Franciscan Housing Corporation, and Hunter L. Johnson; Defendant Agency; and Defendant David Kenyon entered into a settlement agreement which contemplated the conveyance of interest in the Park by Borrower to FRAC; and

WHEREAS, Borrower in accordance with the terms of the settlement agreement desires to prepay all its loan to redeem and defease all of the outstanding 2007 Bonds and the 2002D Bonds related thereto (the "Defeasance"), and transfer ownership of its interest in the Park to FRAC; and

WHEREAS, in connection with the transfer of the Park to FRAC, a Conversion Impact Report was delivered to Park residents and mobile home owners in April and May of 2021. A Transfer Application was submitted to the City on November 15, 2021, and supplemented with additional information on March 29, 2022, The City has reviewed the report and all additional relevant information and, taking into account the Conversion Impact Report as a whole and the

overall availability of housing within the City, has concluded that the transfer of the Park and its conversion into a limited equity housing cooperative will not result in or materially contribute to a shortage of housing opportunities or choices for low- and moderate-income households within the City. Further, the City has concluded that FRAC has satisfactorily verified that residents and mobile home owners have been properly notified of the application for the change in use of the Park; and

WHEREAS, FRAC has obtained a financing commitment from Wells Fargo Bank, National Association, under the Capital Markets Exclusion (CME) Loan Program from the Federal Home Loan Mortgage Corporation (Freddie Mac), for a loan (the "Wells Fargo/Freddie Loan") to acquire the ownership interests of the Borrower in the Park, which Wells Fargo/Freddie Loan will be used in part to prepay Borrower's loan to the Agency and thereby redeem and defease all of the outstanding 2007 Bonds and the 2002D Bonds; and

WHEREAS, due to sufficient amounts available from the prepayment of the loan by the Borrower for redemption of the 2007 Bonds and the 2002D Bonds on [August ___, 2022], the Agency desires to enter into an escrow agreement to defease all outstanding 2007 Bonds and the 2002D Bonds; and

WHEREAS, pursuant to the First Amendment, the Borrower, Union Bank, and the Agency desire to terminate the First Amendment and will enter into the Termination of the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the "First Amendment Termination"), and the City and FRAC desire to enter into a new Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") to extend the term of certain restrictive covenants to the maturity date of the Wells Fargo/Freddie Loan; and

WHEREAS, pursuant to Section 4.2 of the Oversight Agreement, the Agency desires to terminate the Oversight Agreement by providing notice to the City, the Program Administrator and the Borrower (the "Notice to Terminate Oversight Agreement"); and

WHEREAS, there have been presented to this meeting the proposed forms of the following documents:

a. Escrow Agreement ("Escrow Agreement"), by and among the Borrower, FRAC, the Agency and the Trustee, as Escrow Agent;

b. Notice to Terminate Administration and Oversight Agreement ("Termination Oversight Notice"), by Agency;

c. First Amendment Substitution of Trustee and Deed of Full Reconveyance ("Reconveyance");

d. Release of Recorded Instrument (Assignment and Transfer of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing) ("Release");

e. First Amendment Termination, by and among the Borrower, Agency and Trustee; and

f. Regulatory Agreement.

WHEREAS, the City Council has reviewed the documentation related to the defeasance of the 2007 Bonds and the 2002D Bonds, the termination of the Oversight Agreement, the Regulatory Agreement and the transfer of the Park to FRAC, which documentation is on file with the City Clerk of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DALY CITY AGENCY HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby approves the early redemption and defeasance of the outstanding 2007 Bonds and the 2002D Bonds in accordance with the provisions of the Escrow Agreement.

Section 3. The City Council hereby approves the transfer of the Borrower's ownership interest in the Park to FRAC.

Section 4. The City hereby approves the Escrow Agreement relating to the early redemption and defeasance of the Bonds, substantially in the form on file with the City Clerk of the City and incorporated herein by reference with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of Special Counsel to the City in consultation with the City Attorney. A Responsible Officer shall include any of the members of the City Council, the Mayor, Vice Mayor, City Manager, Finance Director or City Clerk of the City, or any official of the City designated by the City Manager as a Responsible Officer.

Section 5. The City hereby approves the Termination Oversight Notice, substantially in the form on file with the City Clerk of the City and incorporated herein by reference with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of Special Counsel to the City in consultation with the City Attorney. A Responsible Officer of the City shall acknowledge the Termination Oversight Notice in the name and on behalf of the City, and such acknowledgement shall be conclusive evidence of approval of any such changes and additions.

Section 6. The City hereby approves the Reconveyance and the Release, substantially in the forms on file with the City Clerk of the City and incorporated herein by reference with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of Special Counsel to the City in consultation with the City Attorney.

Section 7. The City hereby approves the First Amendment Termination, substantially in the form on file with the City Clerk of the City and incorporated herein by reference with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of Special Counsel to the City in consultation with the City Attorney.

Section 8. The City hereby approves the Regulatory Agreement relating to extension of restrictive covenants regarding the Park, substantially in the form on file with the City Clerk of the City and incorporated herein by reference with such revisions, amendments and completions as shall be approved by a Responsible Officer with the advice of Special Counsel to the City in consultation with the City Attorney. The Regulatory Agreement shall remain in full force and effect and continue to require that at least 20% (or 101 spaces) are to be occupied by "Very Low Income Residents" within the meaning of the Regulatory Agreement and with monthly rental payments subject to the limitations set forth in the

Regulatory Agreement. Affordability will not be maintained through mandatory relocation or eviction of existing tenants.

Section 9. The City hereby appoints Norton Rose Fulbright US LLP, Los Angeles, California, as special bond counsel to assist the Agency and the City with the defeasance of the 2007 Bonds and the 2002D Bonds.

Section 10. The City Manager of the City and each officer of the City, and each of them, is hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all other actions, including the publication of any notices necessary or desirable in connection with the redemption and defeasance of the 2007 Bonds and the 2002D Bonds, and execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or reconveyance, warrants, escrow instructions and other documents, which they, or any of them, deem necessary or advisable to consummate the transactions herein described.

Section 11. This Resolution shall take effect immediately upon its adoption.

Section 12. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end of the provisions of this Resolution are severable.

Section 13. The City Clerk of the City shall certify to the adoption of this Resolution.

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY AUTHORIZING THE EARLY REDEMPTION AND DEFEASANCE OF THE DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY MOBILE HOME PARK REVENUE REFUNDING BONDS (FRANCISCAN MOBILE HOME PARK ACQUISITION PROJECT), SERIES 2007A, 2007B AND 2007C AND THE DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY MOBILE HOME PARK FOURTH TIER REVENUE BONDS (FRANCISCAN MOBILE HOME PARK ACQUISITION PROJECT) SERIES 2002D; APPROVING AN ESCROW AGREEMENT AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, AND OTHER DOCUMENTS RELATED THERETO; APPROVING THE TRANSFER OF THE FRANCISCAN MOBILE HOME PARK TO FRANCISCAN RESIDENT ADVISORY COMMITTEE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of the City of Daly City, California, at a regular meeting thereof held on the _____day of July, 2022, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

_____

NOES, Councilmembers: _____

Absent, Councilmembers: _____

_____
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

_____
MAYOR OF THE CITY OF DALY CITY

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

No fee for recording pursuant
to Government Code Section 27383 and 27388.1

REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

by and between

DALY CITYHOUSING DEVELOPMENT FINANCE AGENCY

and

FRANCISCAN RESIDENT ADVISORY COMMITTEE

Dated as of [MONTH] [DATE], 2022

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TABLE OF CONTENTS

Page

Section 1. Definitions and Interpretation..... 2
Section 2. Residential Property..... 4
Section 3. Additional Program Requirements..... 5
Section 4. DRE Exemption...... 6
Section 5. Qualified Members..... 7
Section 6. Owner Occupancy Requirements..... 9
Section 7. Occupancy Agreement..... 9
Section 8. Indemnification..... 9
Section 9. Term..... 10
Section 10. Covenants to Run with the Land..... 10
Section 11. Uniformity; Common Plan..... 10
Section 12. Enforcement..... 11
Section 13. Recording and Filing..... 11
Section 14. Governing Law..... 11
Section 15. Amendments..... 11
Section 16. Notice..... 11
Section 17. Severability..... 12
Section 18. Multiple Counterparts..... 12

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REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Regulatory Agreement"), made and entered into as of [MONTH] [DATE], 2022, is by and between the DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY, a California housing authority (the "Agency") and the Franciscan Resident Advisory Committee, a California non-profit public benefit corporation ("FRAC")

RECITALS

WHEREAS, the Legislature of the State of California enacted Section 34376 and following of the California Health and Safety Code (the "Act") to authorize housing authorities to issue bonds and loan the proceeds thereof to nonprofit corporations to finance the acquisition of mobile home parks to provide housing for persons of very low-income; and

WHEREAS, the City of Daly City (the "City"), through the Daly City Housing Development Finance Agency, assisted LINC Franciscan Limited Partnership ("LINC") in its acquisition, ownership, and operation of a fee simple interest in that portion of the Franciscan Mobile Home Park (the "Park") constituting the "Cypress Abbey Parcel" and a leasehold interest in the portion of the Park constituting the "Podesta Parcel" through the issuance of the Mobile Home Park Revenue Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2002A, 2002B, 2002C and 2002D (collectively, the "2002 Bonds") and the loaning of the proceeds thereof to LINC for the acquisition and improvement of the Park, through its cooperation with LINC in acquiring grants and loans for the benefit of the Park, and through the consideration by the City to provide available financial assistance, if needed, in the future to LINC in connection with such acquisition and operation;

WHEREAS, in connection with the issuance of the 2002 Bonds, the Agency, LINC, and Union Bank of California, N.A. ("Union Bank"), entered into the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of April 1, 2002 (the "Original Regulatory Agreement"), which was recorded in the Official Records of the County of San Mateo, State of California, on April 18, 2002 as instrument number 2002-075989; and

WHEREAS, in 2007, interest in the Park was transferred by LINC to Franciscan Limited Partnership ("Franciscan") in connection to the issuance of the by the Agency of its Mobile Home Park Revenue Refunding Bonds (Franciscan Mobile Home Park Acquisition Project), Series 2007A, 2007B and 2007C (collectively, the "2007 Bonds"), to redeem and defease the 2002A, 2002B and 2002C Bonds; and

WHEREAS, in connection with the issuance of the 2007 Bonds, the Agency, the LINC , Franciscan and Union Bank, entered into the Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of December 1, 2007 (the "First Amendment"), which was recorded in the Official Records of the County of San Mateo, State of California, on December 17, 2007 as instrument number 2007-176164; and

WHEREAS, in 2012 Plaintiffs FRAC (formerly known as Franciscan Mobile Home Owners for Justice), Rosendo Quiniquini, Robert Quinn, Sandra Holman, and Mamie Zhu, on behalf of themselves individually and a purported class of persons; Defendants LINC Housing Corporation, Corporate Fund for Housing, LINC, Franciscan, Franciscan Housing Corporation,

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and Hunter L. Johnson; Defendant Agency; and Defendant David Kenyon entered into a settlement agreement which contemplated the conveyance of interest in the Park by Franciscan to FRAC; and

WHEREAS, Franciscan in accordance with the terms of the settlement agreement has prepaid all its loan to redeem and defease all of the outstanding 2007 Bonds and the 2002D Bonds related thereto (the "Defeasance"), and transferred ownership of its interest in the Park to FRAC; and

WHEREAS, FRAC obtained a loan from Wells Fargo Bank, National Association, under the Capital Markets Exclusion loan program with the Federal Home Loan Mortgage Corporation, commonly known as Freddie Mac (the "Wells Fargo/Freddie Loan"), to acquire the ownership interests of Franciscan in the Park; and

WHEREAS, the restrictive covenants agreed to in the Original Regulatory Agreement and the First Amendment run with the land for 30 years starting April 1, 2002; and

WHEREAS, pursuant to the First Amendment, the Franciscan, Union Bank, and the Agency terminated the First Amendment, and the Agency and FRAC desire to enter into this Regulatory Agreement to extend the term of certain restrictive covenants to the maturity date of the Wells Fargo Loan; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and FRAC hereby agree to as follows:

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Section 1. Definitions and Interpretation. In addition to the terms defined in the foregoing recitals, the following terms used in this Regulatory Agreement shall have the respective meanings assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

"*Adjusted Income*" means the adjusted income of a person (together with the adjusted income of all persons the age of 18 years or older who intend to reside with such person in one mobile home on one Space) as calculated in the manner prescribed pursuant to Section 8 of the United States Housing Act of 1937, or, if said Section 8 is terminated, under such program as in effect immediately before such termination.

"*Area*" means the Primary Metropolitan Statistical Area in which the Park is located.

"Certificate of Continuing Program Compliance" means the certificate with respect to the Park to be filed by FRAC with the City which shall be substantially in the form attached hereto as Exhibit C.

"*City*" means the City of Daly City, California.

"*County*" means the County of San Mateo, California.

"*FRAC*" means the Franciscan Resident Advisory Committee, a nonprofit public benefit corporation organized as a limited equity housing cooperative pursuant to Health and Safety Code Section 33007.5, and its successors and assigns to the Development.

"*Income Certification*" means the Income Computation and Certification attached hereto as Exhibit B.

"*Median Income for the Area*" means the median gross income for the Area as determined by the United States Department of Housing and Urban Development consistent with section 8 of the United States Housing Act of 1937, or, if such program is terminated, under such program as in effect immediately before such termination.

"*Parcel*" means the Cypress Abbey Parcel or the Podesta Parcel, as the context requires.

"*Qualified Project Period*" means the period of time commencing on August ___, 2022 until the maturity of the Wells Fargo/Freddie Loan, being _____, 2032 .

"*Qualified Residents*" means Very Low-Income Residents.

"*Qualified Space*" means a Very Low-Income Space.

"*Space*" means a mobile home space within the Park upon which a mobile home may be placed.

"*Very Low-Income Residents*" means individuals or families with an Adjusted Income which does not exceed the amount promulgated by the U.S. Department of Housing and Urban Development for very low-income households for the Area as adjusted for household size as set forth below. In no event, however, will the occupants of a Space be considered to be Very Low-Income Residents if all the occupants are students, as defined in Section 151(c)(4) of the Code, as such may be amended, no one of which is entitled to file a joint federal income tax return. Currently, Section 151(c)(4) defines a student as an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or is an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof. "Household Size" Adjustment for 1 = 70%; Adjustment for 2 = 80%; Adjustment for 3 = 90%; Adjustment for 4 = 100%; Adjustment for 5 = 108%; Adjustment for 6 = 116%; Adjustment for 7 = 124%; Adjustment for 8 = 132%; and assuming one person will occupy a recreational vehicle, two people will occupy a single-wide mobile home, and three persons will occupy a multi-sectional mobile home. In adjusting rents for household size as described in Section 5(a) herein, it shall be assumed that one person will occupy a studio mobile home, two persons will occupy a one-bedroom mobile home, three persons will occupy a two-bedroom mobile home, four persons will occupy a three-bedroom mobile home and five persons will occupy a four-bedroom mobile home.

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"*Very Low-Income Spaces*" means the Spaces in the Park designated for occupancy by Very Low-Income Residents pursuant to Section 5(a) of this Regulatory Agreement.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

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Section 2. Residential Property. FRAC hereby represents, as of the date hereof, and covenants, warrants and agrees as follows:

(a) The Park is being cooperatively owned and operated for the purpose of providing Spaces for owner occupied mobile homes, consisting of one mobile home Space for each household, together with related facilities.

(b) All of the mobile homes in the Park will contain separate facilities for living, sleeping, eating, cooking and sanitation, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) Substantially all of the Spaces will be available for occupancy by members of the general public who become members of the FRAC. FRAC will not give preference to any particular class or group in becoming a member of FRAC, except that Spaces are required to be leased or rented to Qualified Residents.

(d) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry, national origin, source of income (e.g. TANF (or its successor program, if any), or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Park nor shall the transferee or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Park.

(e) The Very Low-Income Spaces shall be intermingled with, and shall be of comparable quality to, all other Spaces in the Park. Residents in all Spaces shall have equal access to and enjoyment of all common facilities of the Park.

(f) FRAC will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. FRAC shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall FRAC apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Spaces by such prospective tenants.

Section 3. Additional Program Requirements. The following provisions shall apply during the term of this Agreement.

(a) Any proposed sale of the Park by FRAC shall be noticed to the City no less than 90 days prior to the proposed date of the sale

(b) The City shall have no responsibility over management of the Park. FRAC is responsible for all management functions with respect to the Park including, without limitation, the selection of members as to income qualification for Qualified Space(s) when such issue is required to comply with affordability requirements of this project, certification and recertification of household size and income, evictions, collection of carrying charges and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items and security. In no instance shall FRAC delegate or forego its responsibility to operate the Park in the manner set forth in this Regulatory Agreement.

(c) The Agency, through its Authorized Officer, reserves the right to conduct an annual (or more frequently, if deemed necessary by the Agency) review of the management practices and financial status of the Park. The purpose of each periodic review will be to enable the Park to determine if the Park is being operated and managed in accordance with the requirements and standards of this Regulatory Agreement. FRAC shall cooperate with the Agency in such reviews, including but not limited to, making its books and records regarding the Park available for inspection by the Agency.

(d) With the exception of pre-existing uses of property not owned by the FRAC, FRAC agrees, for the entire term of this Regulatory Agreement, to maintain all common area interior and exterior improvements and common buildings on the Park (exclusive of the mobile homes and tenant spaces), including, without limitation, landscaping at the Park, in good condition and repair, including necessary replacements (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials.

(e) FRAC shall apply amounts on deposit in the Rental Assistance Fund to reduce rents on Qualified Spaces occupied by Very Low Income Residents or, in the alternative, to purchase mobile homes for sale within the Project in order to preserve housing for Very Low Income Residents. FRAC shall notify in writing the Agency at

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least once each calendar year (and in no event later than January 31 of each year commencing January 31, 2023) with respect to the manner in which such funds have been applied during the prior calendar year to reduce such rents. FRAC, with the assistance of the Agency, if applicable, shall use good faith efforts to apply for grants and low interest rate loans that may be available to implement such a program.

Section 4. DRE Exemption.

(a) FRAC and the Agency intend for this Regulatory Agreement to qualify the Development for the Business and Professions Code Section 11003.4(b) exemption from the requirements of Business and Professions Code Division 4, Part 2, Chapter 1. FRAC shall notify the California Department of Real Estate on a form provided by the department, that an exception is claimed under Business and Professions Code Section 11003.4(b).

(b) The Agency confirms, consistent with Business and Professions Code Section 11003.4(b)(4), that i) it has reviewed FRAC's articles of incorporation and bylaws, the form of the occupancy agreement, and the form of membership agreement by which prospective members of FRAC agree to become members of the FRAC, and ii) it is satisfied that these documents provide adequate protection for the rights of members of FRAC.

(c) The Agency acknowledges that it has received a legal opinion from FRAC's attorney that the Cooperative meets the requirements of Business and Professions Code Section 11003.4(b).

(d) FRAC and the Agency acknowledge that: i) the Park's common area improvements and other facilities to be owned by FRAC have been constructed; ii) that the members of FRAC are providing less than twenty percent (20%) of the total development cost of the Park. FRAC shall be organized and operated as a limited equity housing cooperative and shall be operated by the members of FRAC pursuant to the Cooperative's articles of incorporation and bylaws. FRAC's articles of incorporation and bylaws shall at all times provide for i) the organization and operation of FRAC by the members, ii) the transfer value of a membership in the FRAC to be no more than the amount permitted by Civil Code Section 817, and iii) the FRAC's assets to be used only in the manner permitted by Civil Code Section 817.

(e) The ongoing fiscal management of the FRAC, including provisions for an adequate budget, reserves, and maintenance and management of the Park, shall be the responsibility of FRAC in accordance with FRAC's articles of incorporation and bylaws, subject to annual review and approval of the budget by the Agency.

(f) FRAC shall distribute a membership information report to any prospective purchaser of a membership in FRAC, prior to purchase of that membership. The

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membership information report shall contain full disclosure of the financial obligations and responsibilities of membership in FRAC, the resale of the memberships, FRAC's financing, membership share accounts, occupancy restrictions, management arrangements, and any other information pertinent to the benefits, risks, and obligations of FRAC ownership.

Section 5. Qualified Members. FRAC hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:

(a) During the Qualified Project Period:

(i) not less than 20% of the Spaces in the Park shall be designated as Very Low-Income Spaces and shall be continuously occupied by Very Low-Income members. The monthly carrying charge for one-half of the Very Low-Income Spaces (i.e., 10% of the Spaces) shall be not greater than the lesser of (x) the monthly rent permitted under any lease then in effect and any restrictions under applicable law or (y) the amount calculated as follows:

(A) Where a Very Low-Income Resident is both the registered and legal owner of the mobile home and is not making mortgage payments for the purchase of that mobile home, the total general carrying charge for occupancy of the Space (excluding special or individual carrying charges) shall not exceed 1/12 of 30% of 50% of Median Income for the Area, adjusted for household size. Calculated as a monthly carrying charge which does not exceed the amount produced by (I) beginning with the Median Income for the Area (which figure, as established by the U.S. Department of Housing and Urban Development assumes a four-person household), (II) establishing the number of persons in the Space for purposes of this calculation using the assumed standard household sizes set forth in definitions, Very Low-Income Residents, (III) multiplying by the relevant Family Size Adjustment Factor, (IV) multiplying by 50%, (V) multiplying by 30%, and (VI) dividing by twelve.)

(B) Where a Very Low-Income Resident is the registered owner of the mobile home and is making mortgage payments for the purchase of that mobile home, the total general carrying charge for occupancy of the Space (excluding special or individual carrying charges), shall not exceed 1/12 of 15% of 50% of Median Income for the Area, as adjusted for household size. Calculated as a monthly carrying charge which does not exceed the amount produced by (I) beginning with the Median Income for the Area (which figure, as established by the U.S. Department of Housing and Urban Development assumes a four-person household), (Il) establishing the number of persons in the Space for purposes of this calculation using the assumed standard household sizes set forth in definitions, Very Low-Income Residents, (III) multiplying by the relevant Family Size Adjustment Factor, (IV) multiplying by 50%, (V) multiplying by 15%, and (VI) dividing by twelve.)

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The monthly general carrying charges for the remaining one-half of the Very Low-Income Spaces (i.e., 10% of the Spaces) shall not be greater than as set forth above in clauses (A) and (B); provided however that FRAC shall in all such cases consider only the general carrying charge for the membership (and not any other payments, including, without limitation, rent for the mobile home or any mortgage payments) in determining the maximum monthly general carrying charge to be charged regardless of whether the Very Low-Income Resident is making mortgage payments.

(b) In the event a recertification of such member's income demonstrates that such member no longer qualifies as a Qualified Resident, the Space occupied by such Resident shall continue to be treated as a Qualified Space unless and until any Space in the Park thereafter is occupied by a new member other than a Qualified Resident. Moreover, a Space previously occupied by a Qualified Resident and then vacated shall be considered occupied by a Qualified Resident until reoccupied, other than for a temporary period, at which time the character of the Space shall be redetermined. In no event shall such temporary period exceed 31 days. Notwithstanding anything herein to the contrary, if at any time the number of Qualified Residents falls below the number required by subparagraph (a)(i) of this Section, the next available membership shall be transferred to a Qualified Resident.

(c) Immediately prior to a Qualified Resident's occupancy of a Qualified Space, FRAC will obtain and maintain on file an Income Certification from each Qualified Resident occupying a Qualified Space, dated immediately prior to the initial occupancy of such Qualified Resident in the Park. In addition, FRAC will provide such further information as may be required in the future by the Agency. FRAC shall verify that the income provided by an applicant is accurate by taking one or more of the following steps as a part of the verification process: (i) obtain a federal income tax return for the most recent tax year; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income reasonably satisfactory to the Agency; or (iv) such other information as may be reasonably requested by the Agency.

Unless another schedule is authorized by the Agency, within 30 days after the end of each 6-month period during the term of this Regulatory Agreement, starting [MONTH] [DATE], [YEAR], FRAC shall advise the Agency of the status of the occupancy of the Park by delivering to the Agency, a Certificate of Continuing Program Compliance. Copies of the most recent Income Certifications for Qualified Residents commencing or continuing occupancy of a Qualified Space shall be made available to the Agency upon request.

(d) FRAC will maintain complete and accurate records pertaining to the Qualified Spaces and will permit any duly authorized representative of the Agency to inspect during normal business hours and with prior notice the books and records of FRAC pertaining to the Park, including those records pertaining to the occupancy of the Qualified Spaces.

(e) Each occupancy agreement pertaining to a Qualified Space occupied after interest in the Park is transferred to FRAC shall contain a provision to the effect that FRAC has relied on the Income Certification and supporting information supplied by the Qualified Resident in determining qualification for occupancy of the Qualified Space, and that any material misstatement in such certification (whether or not intentional) may be cause for immediate termination of such occupancy agreement. Each occupancy agreement will also contain a provision that failure to cooperate with the annual recertification process reasonably instituted by FRAC will disqualify the Space as a Qualified Space and provide grounds for termination of the occupancy agreement. FRAC agrees to provide to the Agency, a copy of the form of application and lease to be provided to prospective Qualified Residents and any amendments thereto.

(f) In the event, despite FRAC's exercise of best efforts to comply with the provisions of Section 5 of this Regulatory Agreement, FRAC shall have been out of compliance with any of the restrictions of Section 5 hereof relative to Qualified Residents, for a period in excess of six months, then at the sole option of the Agency the term of the Regulatory Agreement shall be automatically extended for the period of noncompliance upon written notice to FRAC, such extension to relate to the Qualified Spaces and Qualified Residents as to which such noncompliance relates.

Section 6. Owner Occupancy Requirements. All members of the FRAC shall be required to own and occupy their mobile home in the Park as their principal place of residency. All members of the FRAC shall be required to sign a certificate stating their intent to own and occupy their mobile home as their principal place of residency prior to execution of an occupancy agreement. The board of directors of FRAC may grant limited exceptions to the owner-occupancy requirement.

FRAC shall obtain owner-occupancy certifications from all residents of the Park on an annual basis, in which each resident certifies under penalty of perjury that he or she owns his or her mobile home (or the mobile home is owned by another resident member of the household) and he or she occupies the mobile home as his or her principal place of residence, and submit copies of such certifications to the Agency with the annual report. For purposes of this Regulatory Agreement, "principal place of residence" shall mean occupancy by the resident for at least ten (10) months out of each calendar year:

Section 7. Occupancy Agreement. FRAC shall include in the occupancy agreements for the Spaces provisions which authorize FRAC to immediately terminate the tenancy of any household in which one or more household members misrepresented any fact material to the household's qualification as a Very Low-Income Household, where any household member misrepresented its intention to occupy the mobile home as his or her principal place of residency, or where any household member fails to occupy its mobile home as the principal place of residency.

Section 8. Indemnification. FRAC shall indemnify, hold harmless and defend the City, the Agency and their respective officers, members, directors, officials and employees (the "indemnified party") against all losses, costs, damages, expenses, suits, judgments, actions and liabilities of whatever nature, joint and several (including, without limitation, attorneys' fees,

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litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments), directly or indirectly resulting from or arising out of or related to (a) the operation, use, occupancy, maintenance or ownership of the Park (including compliance with laws, ordinances and rules and regulations of public authorities relating thereto); or (b) any written statements or representations with respect to FRAC or the Park; provided, however, FRAC shall not be obligated to indemnify the City and the Agency for damages caused by the negligence or willful misconduct of the City and the Agency or to indemnify the City and the Agency for damages caused by the gross negligence or willful misconduct of the City and the Agency. FRAC also shall pay and discharge and shall indemnify and hold harmless the City and the Agency from any taxes, carrying charges, impositions and other charges in respect of any portion of the Park. If any such claim is asserted, or any such taxes, carrying charges, impositions or other charges, are sought to be imposed, the City or the Agency shall give prompt notice to FRAC, and FRAC shall have the sole right and duty to assume, and will assume, the defense thereof, including the employment of counsel selected by the indemnified party and the payment of all reasonable expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion.

Section 9. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery and shall remain in full force and effect during the Qualified Project Period. Notwithstanding any other provisions of this Regulatory Agreement to the contrary, this entire Regulatory Agreement, or any of the provisions or sections hereof, may be terminated upon agreement by the Agency and FRAC.

The terms of this Regulatory Agreement to the contrary notwithstanding, this Regulatory Agreement, and all and several of the terms hereof, shall terminate and be of no further force and effect in the event of (a) a foreclosure or delivery of a deed in lieu of foreclosure whereby a third party shall take possession of the Park; (b) involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire, seizure, or requisition; or (c) condemnation or a similar event. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 10. Covenants to Run with the Land. The Agency and FRAC hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement shall run with the land and shall bind all successors in title to the Park until this Regulatory Agreement expires at the end of the Qualified Project Period. Each and every contract, deed or other instrument hereafter executed covering or conveying the Park or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

Section 11. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Park in order to establish and carry out a common plan for the use of the Park.

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Section 12. Enforcement. If FRAC fails to perform any obligation under this Regulatory Agreement, and fails to cure any default within thirty (30) days after the Agency has notified FRAC in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the Agency shall have the right to enforce this Regulatory Agreement by bringing an action at law or in equity to compel FRACs performance of its obligations under this Regulatory Agreement, and/or for damages or any other remedy provided by law.

Section 13. Recording and Filing. FRAC shall cause this Regulatory Agreement and all amendments and supplements hereto, to be recorded and filed in the real property records of the County. FRAC shall pay all fees and charges incurred in connection with any such recording.

[[Section __ Payment of Fees. FRAC will pay on each _____, commencing _____, to the Agency the City Fee, when due.]]

Section 14. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California. Except as expressly provided herein and in the Agreement, the Trustee's rights, duties and obligations hereunder are governed in their entirety by the terms and provisions of the Indenture.

Section 15. Amendments. This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County. The Agency and FRAC may make such modifications, amendments and changes to the forms of Certificates set forth in Exhibit B and Exhibit C as they may mutually agree to provided that such Certificates shall still meet the requirements imposed by this Regulatory Agreement.

Section 16. Notice. All notices, certificates or other communications shall be in writing and will be sufficiently given and shall be deemed given on the date personally delivered or on the second day following the date on which the same have been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Agency:	Housing Development Finance AgencyDaly City 333 90th Street Daly City, CA 94015 Attention: Rose Zimmermann, Esq.
If to FRAC:	Franciscan Resident Advisory Committee 145 Haven Drive Daly City, CA 94014 Attention: Board President
With Copies to:	Goldfarb and Lipman

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c/o Karen Tiedemann
1300 Clay Street, Floor 11
Oakland, CA 94612

Any of the foregoing parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

Section 17. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 18. Multiple Counterparts. This Regulatory Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the Agency and FRAC have executed this Regulatory Agreement by duly authorized representatives, all as of the date first written hereinabove.

DALY CITY HOUSING DEVELOPMENT FINANCE AGENCY, a California housing authority

By: _____
Name: _____
Title: _____

FRANCISCAN RESIDENT ADVISORY COMMITTEE, a California non-profit public benefit corporation

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

DRAFT

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

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EXHIBIT B

INCOME COMPUTATION AND CERTIFICATION

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EXHIBIT C

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

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Meeting Date: July 25, 2022

To: Honorable City Council

From: Angie Padilla, City Manager's Office

Date: July 25, 2022

Subject: Council Committee Meetings July 11 – July 25, 2022

Date of Meeting:	Meeting:	In Attendance:
July 7, 2022	**North County Fire Authority ANNUAL JPA Board Meeting**	Manalo Sylvester Maltbie Ramos Myers Johnson Kavanaugh Pomicpic Solis
July 11, 2022	**Mobile Home** **Franciscan Mobile Home Park**	Manalo Sylvester Zimmerman Stolte Mothershead Nevin Zobell

CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: June 22, 2022

TO: See Below

FROM: Angie Padilla, City Manager's Office REVISED

SUBJECT: **MEETING NOTICE**

RE: North County Fire Authority Board Meeting
Re: Annual Meeting to Discuss JPA Allocation

DATE: **Thursday, July 7, 2022**

TIME: **5:30 p.m.**

PLACE: **VIRTUAL MEETING (Details have been sent)**

ATTENDING:

City Participants:

Juslyn Manalo, Councilmember

Glenn Sylvester, Councilmember

Shawnna Maltbie, City Manager

Leilani Ramos, Assist. to the City Mgr.

Ron Myers, Chief, NCFA

Todd Johnson, Deputy Chief, NCFA

Sean Kavanaugh, Deputy Chief, NCFA

Chuck Pomicpic, Deputy Chief, NCFA

Elizabeth Solis, Admin. Mgmt. Analyst, NCFA

Other Participants (INVITED):

Terry O'Connell, Councilmember, Brisbane

Madison Davis, Councilmember, Brisbane

Clay Holstine, City Manager, Brisbane

Tygarjas Bigstyck, Councilmember, Pacifica

Mike O'Neill, Councilmember, Pacifica

Kevin Woodhouse, City Manager, Pacifica

CONFIRMED: June 21, 2022

cc: Council

North County Fire Authority

Inter-Office Memorandum

To: NCFA JPA Board Members

From: NCFA Administrative Committee

RECEIVED JUL 1 2022

Date: July 7, 2022

Subject: **2022-2023 NCFA Staff Contribution & Cost Allocation**

RECOMMENDATION

It is recommended that the North County Fire Authority Board adopt the attached member agencies staff contribution & cost allocation for fiscal year 2022-2023 with the implementation date effective July 2022, continuing to June 2023.

DISCUSSION

The fiscal year 2022-2023 staff contribution & cost allocation reflects no material change and is based upon annual personnel and or any compensation increases provided by member agencies.

CONCLUSION

The North County Fire Authority continues to be an effective and efficient way of providing and delivering fire, emergency medical, all hazard and non-emergency services to those participating member agencies. Over the many years the North County Fire Authority has been in existence, it has saved millions of dollars annually for member cities and will continue to do so now and in the future.

Staff is available to answer and questions or provide clarification.

Respectfully submitted,

Shawnna Maltbie
Administrative Committee Chair

Attachment

RECEIVED JUL -1 2022

North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

MEETING NOTICE

July 7, 2022
5:30 p.m.

Virtual Meeting

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Government Code section 54953(e) et seq., members of the North County Fire Authority Board of Directors and staff will participate in this meeting via a teleconference.

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00 pm on meeting day and (2) join to speak at the meeting via Zoom.

To submit a comment in writing, please email esolis@northcountyfire.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 North County Fire Authority Board of Directors prior to the meeting. Those comments received after 4:00 pm will be added to the record and shared with the North County Fire Authority Board of Directors following the public meeting. Comments are not read aloud into the record.

To speak at the meeting via Zoom, join at https://bit.ly/NCFAjuly7. Zoom will require an email address and name. The name entered will be visible online and will be used to notify you that it is your turn to speak. You may also join by visiting https://zoom.us/join. Enter meeting ID: 886 9739 3332, then enter email address and name. The July 7, 2022 Board of Directors meeting may also be accessed via telephone by dialing +1 669 900 6833 (Local). Enter the meeting ID: 886 9739 3332, then press #.

When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item. You must familiarize yourself with Zoom prior to joining the meeting. The City will not be providing technical support.

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.

I. Roll Call

II. Consent Agenda

Approval of Minutes – Meeting of June 29, 2021

North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

III. New Business

Adoption of July 2022 thru June 2023 Cost Allocation

IV. 2021 NCFA Annual Report – No Action

V. Board Comments – No Action

VI. Staff Reports – No Action

VII. Public Oral Communication – No Action

VIII. Adjourn

North County Fire Authority

Serving the Cities of Brisbane, Daly City, and Pacifica

Board of Directors Meeting

ACTION MINUTES
June 29, 2020 Meeting

(Virtual Meeting)

CALLED TO ORDER

Councilmember Madison Davis called the meeting to order at 5:45 p.m.

I. ROLL CALL

Directors Present:

Madison Davis, Brisbane Councilmember – Chair
Terry O'Connell, Brisbane Councilmember
Juslyn C Manalo, Daly City Mayor
Glenn R. Sylvester, Daly City Councilmember
Mike O'Neill, Pacifica Councilmember
Tygarjas Bigstyck, Pacifica Councilmember

Staff Present:

Clay Holstine, City Manager – Brisbane
Shawnna Maltbie, City Manager – Daly City
Kevin Woodhouse, City Manager - Pacifica
Ron Myers, Fire Chief – North County Fire Authority

Additional NCFA Staff Present:

Todd Johnson, NCFA Deputy Fire Chief
Charles Pomicpic, NCFA Deputy Fire Chief
Sean Kavanaugh, NCFA Deputy Fire Chief
Elizabeth Solis, NCFA Admin Management Analyst

II. CONSENT AGENDA

- **Approval of Minutes** -Councilmember Davis called for a motion to approve the minutes of the May 19, 2020 meeting.

BOARD ACTION

Moved by Director Manalo and seconded by Director O'Connell, to approve the May 19 minutes. Motion carried 6-0-0.

- **California Fire Assistance Agreement Reimbursement** -Councilmember Davis called for a motion to approve California Fire Assistance Agreement.

BOARD ACTION

Moved by Director Manalo and seconded by Director O'Connell, to approve the California Fire Assistance. Motion carried 6-0-0.

III. NEW BUSINESS

- **Adoption of July 2021 thru June 2022 Cost Allocation** -Fire Chief Ron Myers reviewed the proposed cost allocation model and plan for fiscal year 2021 – 2022.

BOARD ACTION

Moved by Director O'Connell and seconded by Director Bigstyck, to adopt the Fiscal Year July 2021 through June 2022 Cost Allocation. Motion carried 6-0-0. No public comments.

- **Election of Chair and Vice Chair (2 Year Term)** -Councilmember Davis opened the floor to nominations for Chair and Vice Chair for the next two years.

BOARD ACTION

Councilmember O'Neill nominated Director Manalo for position of Chair seconded by Director O'Connell and Director O'Connell nominated Director Sylvester for position of Vice Chair and seconded by Director O'Neill. Motion carried 6-0-0.

IV. 2020 NCFA ANNUAL REPORT – No Action Required

Board acknowledged report

V. BOARD COMMENTS – No Action Required

Directors Sylvester, Manalo, and O'Neill thanked Chair Madison for all her work and welcomed Director Bigstyck.

VI. STAFF REPORTS – No Action Required

VII. PUBLIC ORAL COMMUNICATIONS – No Action Required

None

VII. ADJOURN

There being no further business to come before the Board, Chair Davis adjourned the meeting at 5:56 p.m.

BOARD ACTION

Moved by Director O'Connell and seconded by Director O'Neill. Motion Carried 6-0-0

Action Minutes Prepared by: Elizabeth Solis, NCFA Administrative Management Analyst

Attested

_____ _____

Juslyn C. Manalo, Board Chair Date

NORTH COUNTY FIRE AUTHORITY (JPA)
Staff Contribution & Cost Allocation
July 2022 to June 2023

Daly City

Staff Contribution $4,024,708

Pacifica

Staff Contribution $1,188,242

Brisbane

Staff Contribution $270,571

Total Staff Contribution = $5,483,521

Agency	Allocation Formula	Cost Allocation	Staff Contribution	Distribution
Brisbane	13.0%	$712,858	$270,571	($442,286)
Pacifica	22.5%	$1,233,792	$1,188,242	($45,551)
Daly City	64.5%	$3,536,871	$4,024,708	$487,837
	100.0%	$5,483,521	$5,483,521	

NORTH COUNTY FIRE AUTHORITY

2021 Annual Report

SERVING BRISBANE, DALY CITY AND PACIFICA

The "Mission" of the North County Fire Authority

Be Kind

Always Prepared

Care for Others

PUBLIC EDUCATION AND COMMUNITY OUTREACH

- Presented "Hands Only CPR" instruction through an on-line virtual approach due to the COVID pandemic.
- Distributed the Ready-Set-Go Wildfire preparedness brochure and information through NCFA and Cities social media and websites.
- Finalized and implemented Wildfire and All Risk evacuation plan and tool which is available to the public on-line through a web based platform to assist in major emergency evacuations.
- Provided a virtual on-line "Fire Service Day" during the COVID 19 pandemic.
- Participated in a drive to collect new supplies and backpacks for kids in need staring back to school.
- Distributed throughout the year public information and media releases through NCFA and other online social media platforms regarding emergency incidents and significant events.
- Partnered and participated in the 'Operation Santa Claus' program, as well as other toy and assistance drive initiatives within each community.
- Provided Basic Emergency Preparedness, Individual and Family Preparedness seminars, as well as Community Emergency Response Team (CERT) classes to prepare for disasters.
- Distributed and provided education on Senior Citizen Fall Prevention, as well as a Home Safety Checklist information.
- Presented "Hands Only CPR" and "Stop the Bleed" instruction through either in person or on-line.
- Presented Community Wildfire Awareness and Preparedness outreach through web based, social media and online education platforms as well as other forms of communications.

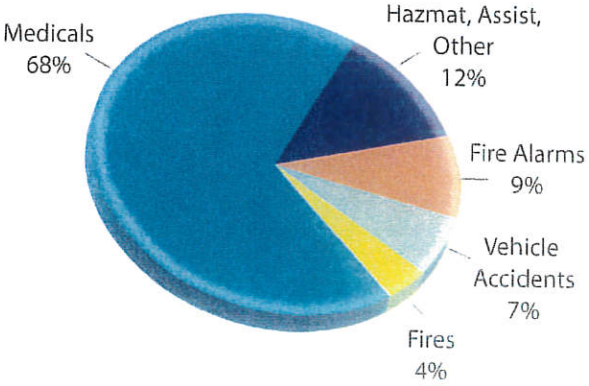
EMERGENCY OPERATIONS AND TRAINING

- Continued implementation of NCFA Pandemic Response Plan focusing on preparedness, response, personnel protective equipment and operational readiness.
- Continued utilizing the NCFA Continuity of Operations plan to prepare, react and overcome challenges associated with COVID 19.
- Provided trained fire paramedics and emergency medical technicians to conduct and administer Mass COVID Vaccinations to the community.

- Deployed fire companies and chief officers to multiple major wildfire incidents throughout California through the Statewide Fire and Rescue Mutual Aid system.
- Achieved an overall "Customer Satisfaction" rating of 96% in the delivery of emergency and non-emergency services.

- Reviewed the NCFA 10 Year Business and Operational "Strategic Plan" goals and accomplishments.
- Achieved getting a first due fire company on scene in 5 minutes and 36 seconds to all fire and medical emergencies from time of dispatch to arrival, which more than achieved the established goal.
- Placed back into service fire engine 95 after funds were allocated for personnel staffing.
- Provided Pre-Hospital Advanced Life Saving (ALS) medical interventions and treatments for residents, businesses and visitors through paramedics staffed engine and truck companies, as well over 50% of emergency medical services were for senior citizens.
- Completed all required annual training, continuing education and certifications for our fire company based paramedics and emergency medical technicians.
- Averaged 240 hours per firefighter over the year of in-service recurrent and mandated training through efforts of the Operations Bureau, Training Division and Special Operations Division.

INCIDENTS BY TYPE



Busiest hour of the day:	5:00 PM
Busiest day of the week:	Friday
Busiest day of the month:	24th
Average Emergency Response Time	0:05:36

FIRE CHIEF'S MESSAGE

This 2021 Annual Report of Accomplishments and Successes reflects the continued commitment and dedication of all members of our fire agency in providing services through a high-performance organization. We will strive to always protect life and property, as well as deliver value-added quality customer service today and into the future. Our mission, values, priorities, service goals, and objectives will guide us towards consistently achieving and maintaining a culture of excellence and integrity.

Ron D. Myers, *Fire Chief*

VALUES

- SERVICE
- TEAM
- RESPONSIBILITY
- INTEGRITY
- VISION
- EMPATHY

PRIORITIES

- SAFETY
- OPERATIONAL READINESS
- INCIDENT RESPONSE
- TRAINING

GOALS

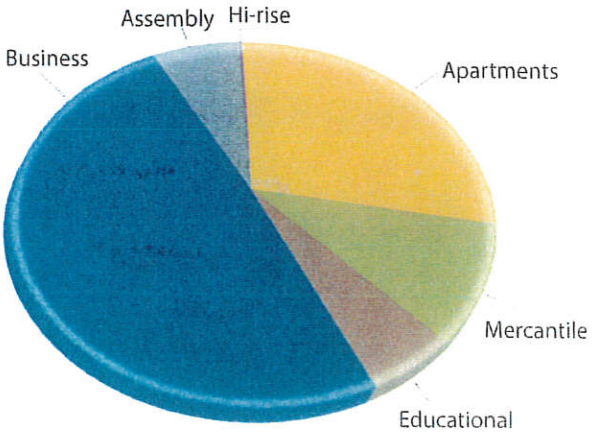
- CUSTOMER SERVICE
- HIGH PERFORMANCE ORGANIZATION
- DELIVERY OF SERVICES AND PROGRAMS MEETING THE NEEDS OF PEOPLE
- COMMUNITY FOCUSED ACTIVITIES AND VENTURES

FIRE PREVENTION

- Fire Safety Inspectors completed all annual required, mandated and routine fire and life safety occupancy inspections ensuring code compliance.
- Fire Prevention Services Division completed timely, professional and high-quality pre-fire engineering development reviews, plan check analysis and inspections for new construction projects, tenant improvements, fire detection alarm and suppression systems.

- Fire Companies assisted in completion of all annual required, mandated and fire and life safety occupancy inspections ensuring code compliance.
- Completed fire investigation cause and origin determinations and analysis for fire incidents.
- Provided virtual fire extinguisher training to businesses and general public.
- Safety Inspectors completed all inspections and re-inspections of land parcels through the "Vegetation Abatement and Management Program" and with assistance from property owners achieved 100% compliance.

INSPECTIONS BY OCCUPANCY TYPE



CITY OF DALY CITY INTER-OFFICE MEMORANDUM

DATE: June 22, 2022

TO: See Below

FROM: Angie Padilla, City Manager's Office

SUBJECT: **MEETING NOTICE**

RE: Mobile Home Council Subcommittee Revised
Re: Franciscan Mobile Home Park

DATE: Monday, July 11, 2022

TIME: 6:00 p.m.-6:45 p.m.

PLACE: VIRTUAL (Details to Follow)

ATTENDING:

City Participants:

Juslyn Manalo, Councilmember

Glenn Sylvester, Councilmember

Rose Zimmerman, City Attorney

Stephen Stolte, Assistant City Manager

Tatum Mothershead, Dir. of ECD

Tim Nevin, Dir. of Finance

Betsy Zobell, Housing and Community Dev. Mgr.

Other Participants:

cc: City Council

AGENDA

CITY COUNCIL SUBCOMITTEE MEETING

RE: FRANCISCAN MOBILEHOME PARK

July 11, 2022, 6:00 p.m.

1. Background – Franciscan Mobile Home Park
2. Applicant- Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC), a non-profit
3. Bond Early Redemption
4. New and Restated Regulatory Agreement
    a. Low-Moderate Housing
    b. Ownership/Cooperative
5. City Council Next Steps/Discussion

CITY OF DALY CITY INTEROFFICE MEMORANDUM

To: Juslyn Manalo, Councilmember
Glenn Sylvester, Councilmember
From: Rose Zimmerman, City Attorney

cc: Tatum Mothershead, Director, ECD
Shawnna Maltbie, City Manager
Stephen Stolte, Assistant City Manager
Betsy Zobell, Housing Coordinator
Tim Nevin, Finance Director

Date: July 11, 2022

Re: Subcommittee Report – Mobilehome Park Committee
Franciscan Mobilehome Park

City Council Consideration – Public Hearing July 25, 20221

1. Approval of Transfer of Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC), a non-profit;

2. Approval of Early Redemption and Defeasance of Daly City Housing Development Finance Agency Mobile Home Park Refunding Revenue Bonds (Franciscan Mobile Home Park Acquisition Project); and

3. Approval of New and Restated Regulatory Agreement

Background/Discussion

The City's housing authority, the Daly City Housing Development Finance Agency (the "Agency") is authorized to issue bonds and loan the proceeds thereof to nonprofit corporations to finance the acquisition of mobile home parks to provide housing for persons of very low-income. In 2002, to assist LINC Franciscan Limited Partnership (the "Original Borrower") in acquiring the Franciscan Mobile Home Park (the "Park") and making certain improvements to the Park, and to further the Agency's desire to provide housing for very low income residents.

A Regulatory Agreement and Declaration of Restive Covenants was recorded against the land relating to the tax-exempt 2002 Bonds and the requirement that at least 20% (or 101 spaces) were to be occupied by "Very Low Income Residents" within the meaning of the Regulatory Agreement with monthly rental payments subject to the limitations set forth in the Regulatory Agreement. The covenants ran through 2032.

In 2012, a lawsuit was brought by plaintiffs Franciscan Resident Advisory Committee, a California non-profit public benefit corporation ("FRAC") (formerly known as Franciscan Mobile Home Owners for Justice), Rosendo Quiniquini, Robert Quinn, Sandra Holman, and Mamie Zhu, on behalf of themselves individually and a purported class of persons against defendants LINC Housing Corporation, Corporate Fund for Housing, Original Borrower, Borrower, Franciscan Housing Corporation, and Hunter L. Johnson, the Agency and David Kenyon. All parties entered into a settlement agreement which contemplated the conveyance of interest in the Park by Borrower to FRAC.

In accordance with the terms of the settlement agreement FRAC has obtained a financing commitment from Wells Fargo Bank, National Association, under the Capital Markets Exclusion (CME) Loan Program from the Federal Home Loan Mortgage Corporation (Freddie Mac), for a loan (the "Wells Fargo/Freddie Loan") to acquire the ownership interests of the Borrower in the Park.

The Wells Fargo/Freddie Loan will be used in part to prepay Borrower's loan to the Agency and thereby redeem and defease all of the outstanding 2007 Bonds and the 2002D Bonds (the "Bond Defeasance"). It is intended that the Park and FRAC shall be organized and operated as a limited equity housing cooperative.

Transfer Application

A Transfer Application was submitted to the City on November 15, 2021 and supplemented with additional information on March 29, 2022.

The Franciscan Mobile Home Park (Park) is a 501-space manufactured home community in Daly City located at 700 Hoffman Street. Since 2002, the Franciscan has been owned and operated by the nonprofit corporation LINC Housing and its affiliates (LINC). LINC acquired the Park with the financial assistance of tax-exempt mobile home park acquisition bonds issued by the Daly City Housing Finance Agency to preserve affordable housing in the city. The municipal bonds were refinanced in 2007 and remain outstanding in an amount of approximately $49 million, net of required reserves.

The Franciscan Resident Advisory Committee (FRAC), is a California nonprofit public benefit corporation qualified as a 501(c)(3) charitable organization, whose members consist of all the resident homeowners in the park. FRAC was formed in 2010 to represent the common interests of the resident homeowners. In October of 2020, Park residents and FRAC members voted to restructure FRAC as a limited-equity housing cooperative to acquire the Park. Resident ownership through a limited-equity housing cooperative will preserve the property as affordable housing and promote homeownership in the community.

FRAC (Proposed New Owner)

FRAC's Resident Members will own the Franciscan Mobile Home Park via their Membership Interests in FRAC. Fully paid memberships will accrue limited equity annually at the rate of ten percent, simple interest. The membership fee has initially been set at $2,500. Each resident-owner household can own a membership by paying the membership fee for their Membership Interest. Flexible payments are available to allow Members to sign a promissory note and set their own affordable payments. Two-thirds of the resident-owners in the park have signed up for membership. Membership will be required for new Park residents.

Upon acquisition of the mobile home park, FRAC bylaws provide that its purpose is to provide its Members with cooperative housing and related facilities on a nonprofit basis, including to preserve for Members the ability to reside on a parcel in the park.

Limited Equity Cooperative Structure

In connection with the transfer of the Park to FRAC, a Conversion Impact Report was delivered to Park residents and mobile home owners in April and May of 2021. City staff have reviewed the report and all additional relevant information and, taking into account the Conversion Impact Report as a whole and the overall availability of housing within the City, have preliminarily concluded that the transfer of the Park and its conversion into a limited equity housing cooperative will not result in or materially contribute to a shortage of housing opportunities or choices for low- and moderate-income households within the City as required by the state law. Further, City staff has reviewed that FRAC has satisfactorily verified that residents and mobile home owners have been properly notified of the application for the change in use of the Park.

Regarding the financial future of the Franciscan Park, in consultation with FRAC's Banking Team for FRAC, applicant has compiled the 10-Year Pro Forma Analysis which demonstrates the benefits to the Franciscan Park residents of stable average rent levels that actually decline over the next ten years. (Pro-Forma Attached) They propose to accomplish this by reducing the Park's overall debt service by retiring the existing bond debt and replacing it with a lower-interest mortgage loan from Wells Fargo/Freddie Mac.

For example, the average rent projection in year 10 at $1,154 per month is actually lower than the year 1 average rent at $1,245 per month. The 10-Year Pro Forma Analysis projects cumulative excess cash flow to be $6,834,225 by the end of the 10-year period. Thereafter, the mortgage loan will continue to amortize over its 25-year life and will be fully repaid by 2047. (See Pro-Forma attached).

Next Steps for Financial Loan and Redemption of Bonds

In order to accomplish the transfer of the Park to FRAC and the Bond Defeasance, certain actions on the part of the City and the Agency need to occur simultaneously with the funding of the Wells Fargo/Freddie Loan. In order for the 2002/2007 Bonds to be defeased and no longer outstanding, funds are required to be deposited into an irrevocable escrow to pay the Bonds on their redemption date.

It is also recommended that a new or revised Regulatory Agreement be entered into and recorded extending the restrictive covenants as to the 20% spaces restricted to Very Low-Income Residents through the term of the Wells Fargo/Freddie Loan (2047).

Following the Defeasance, no tax-exempt bonds will be outstanding for the Agency and the City's/Agency's involvement with the Park will be limited to receiving compliance reports from FRAC regarding FRAC's compliance with the Regulatory Agreement and the restriction of Very Low-Income spaces.

Fiscal Impact

The approval of this recommendation will retire all outstanding Agency debt early.

Summary/Conclusion

The City Council consider adopting a Resolution approving the transfer of the Franciscan Mobile Home Park to Franciscan Residents Advisory Committee (FRAC), the early redemption and defeasance of all outstanding Daly City Housing Development Finance Agency bonds, and the entering into of a new Regulatory Agreement by the Agency.

Board of Directors of the Daly City Housing Development Finance Agency consider adopting a Resolution approving the transfer of the Franciscan Mobile Home Park to FRAC, the early redemption and defeasance of all outstanding Daly City Housing Development Finance Agency bonds, and the entering into of a new Regulatory Agreement.

Attachment – Pro Forma

FRAC
FRANCISCAN
RESIDENTS ADVISORY COMMITTEE

P.O. Box 2291
Daly City, CA 94017-2291
www.franciscan.coop
email: admin@franciscan.coop

March 28, 2022

Via email transmission / rzimmerman@dalycity.org

Rose Zimmerman, Esq.
City Attorney
City of Daly City
333 90th Street
Daly City, CA 94015

Re: Franciscan Mobile Home Park Transfer and Conversion to Limited-Equity Housing Cooperative

Dear Ms. Zimmerman:

Please find supplemental materials for the Request to Transfer package previously submitted to the City of Daly City on November 15, 2021. Franciscan Resident Advisory Committee (FRAC) will retain TRI Property Management (TRI) as the property manager for Franciscan Park. The enclosed TRI Manufactured Housing Group Company Profile sets forth their qualifications and management expertise specific to mobile home parks and manufactured housing communities.

As a limited-equity housing cooperative, the Franciscan Park will become a resident-owned community, governed by the resident-elected Board of Directors. However, TRI will actually manage the day-to-day operations of the Park. TRI will also assist the FRAC Board to ensure that open meetings and fair elections are all conducted in compliance with Davis-Stirling requirements set forth in Civil Code Sections 4000 et seq., as well as the cooperative Bylaws, which will become effective upon the transfer.

TRI's letter to the residents, which is also enclosed, demonstrates their intention to work closely with the FRAC Board to provide professional, efficient, and courteous service to the Franciscan Park residents that will benefit the entire community.

Regarding the financial future of the Franciscan Park, in consultation with our Banking Team, we have compiled the enclosed 10-Year Pro Forma Analysis which demonstrates the benefits to the Franciscan Park residents of stable average rent levels that actually *decline* over the next ten years. This will be accomplished by reducing the Park's overall debt service by retiring the existing bond debt and replacing it with a lower-interest mortgage loan from Wells Fargo / Freddie Mac.

The major benefit of mobile home park resident ownership as a limited-equity cooperative is the ability to operate at cost, which preserves affordability by maintaining stable average rental amounts for the life of the cooperative. For example, the average rent projection in year 10 at $1,154 per month is actually *lower* than the year 1 average rent at $1,245 per month. Not only does the stable average rent level benefit individual household incomes, but it also ensures attractive individual home values which tend to increase when rent levels decrease. This is a financial win-win scenario for the Franciscan Park residents.

The Franciscan Park Cooperative is projected to be in sound financial condition for its first ten years of operation. The 10-Year Pro Forma Analysis projects cumulative excess cash flow to be $6,834,225 by the end of the 10-year period. This is in addition to mandatory reserve funds that will be required by our lender (see footnote (3) of the Pro Forma Analysis). Thereafter, the mortgage loan will continue to amortize over its 25-year life, and will be fully repaid by 2047.

The enclosed article from the San Mateo County Times of January 26, 2002, provides some background to demonstrate that the Franciscan Park Cooperative is the culmination of the process commenced in 1998 to convert the Franciscan Park into a mobile home park owned by its residents.

We hope to close our loan prior to future interest rate increases to maximize affordability for the Residents. We are available to answer any questions that the Manufactured Housing Committee may have concerning the transfer and conversion of the Franciscan Park to a limited-equity housing cooperative, resident-owned community.

Sincerely,

PEDRO GONZALEZ, PRESIDENT
ROBERT QUINN, SECRETARY
MAMIE ZHU, TREASURER
CYN THOMPSON, DIRECTOR
BAI YAN CHEN, DIRECTOR
JOHN CONKLIN, DIRECTOR
PABLO PANTOJA, DIRECTOR

TRI PROPERTY MANAGEMENT

California | Nevada

MANUFACTURED HOUSING GROUP COMPANY PROFILE

CORFAC International

© TRI Property Management Services
2209 Plaza Drive #100, Rocklin, CA 95765
916-960-5700 | www.manufacturedhousinggroup.com | DRE# 01049566

TABLE OF CONTENTS

1. CORPORATE SUMMARY & EXPERIENCE

A. Company Information

B. Qualifications and Experience

2. SCOPE OF SERVICES

A. General

B. Initial Set-Up

C. Accounting Services

D. Annual Services

3. INSURANCE COVERAGES

4. FEE SCHEDULE

5. PERSONNEL

6. REFERENCES

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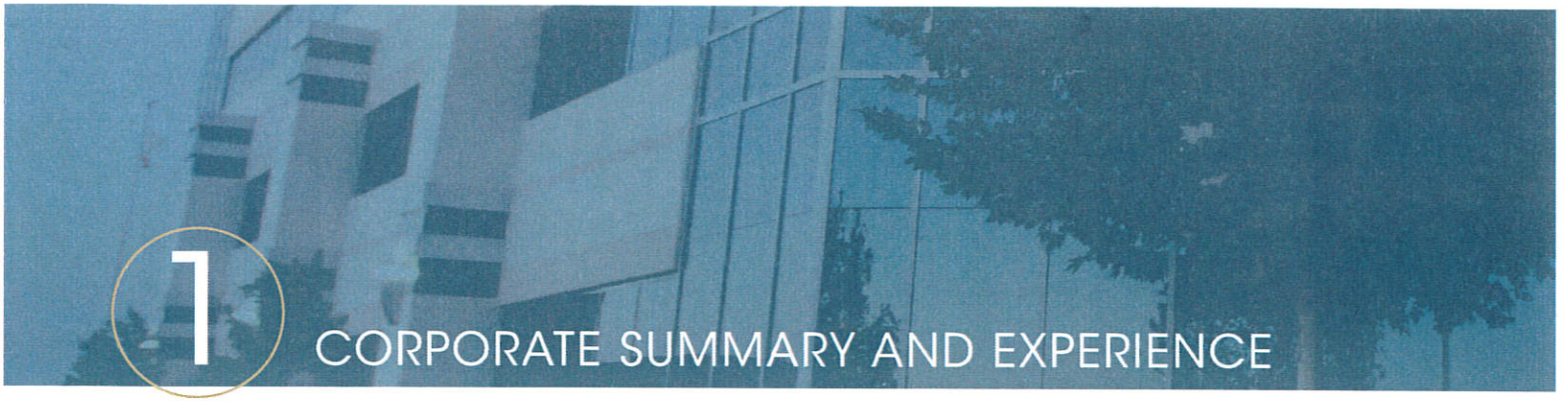
2209 Plaza Drive #100, Rocklin, CA 95765 | 916-960-5700
www.tricommercial.com | www.manufacturedhousinggroup.com | DRE# 01049566



1 CORPORATE SUMMARY AND EXPERIENCE

A COMPANY INFORMATION

TRI Property Management provides professional real estate services including property management, consulting, construction supervision and brokerage services to owners and investors of **Manufactured Housing Communities**, Apartments and Commercial Properties throughout California. TRI delivers service to a variety of clients; individual and institutional owners, trusts, syndications, owner associations, banks, court appointed receivers and non-profits with diverse objectives and servicing requirements.

Founded in 2000, TRI Property Management is incorporated in the State of California and licensed in California and Nevada. TRI is strictly a fee-management business without competing real estate ownership interests.

TRI Property Management is a subsidiary of TRI Commercial, a full-service Northern California commercial brokerage company. Collectively, TRI maintains office locations in San Francisco, Oakland, Walnut Creek, Sacramento, Roseville, Rocklin and Redlands, California. This network provides TRI with a depth of local knowledge and resources to serve our clients.

B QUALIFICATIONS AND EXPERIENCE

TRI's comprehensive, professional property management can make the difference between a marginal real estate investment and a successful one. Our "value added" capabilities extend beyond the traditional functions of property management (staffing, marketing, leasing, collections, maintenance and financial reporting) to include: compliance administration, construction management, brokerage and real estate advisory services.

Since our inception, TRI has continually focused on delivering quality service to our clients. Our business model reduces the number of properties typically supervised by a property manager. Consequently, our hands-on, field-level approach to management ensures unsurpassed attention to property performance with a focus on maximizing revenue and controlling expenses.

TRI is continually refining its procedures and technology to meet the changing needs of today's real property owners. The utilization of industry leading computer software (AppFolio) provides accurate and timely management reporting which is critical to proactive real estate management.

TRI is a member of the WMA (Western Manufactured Housing Association) and the CMHI (California Manufactured Housing Institute) and participates in educational forums and seminars to remain on the leading edge of our industry and aware of legislative action affecting our industry. TRI's personnel roster contains seasoned real estate professional designees and candidates members of the following organizations:

- MCH® (Manufactured-Housing Community Manager)
- CPM® (Institute of Real Estate Management's Certified Property Member)
- CCIM® (Certified Commercial Investment Manager)
- RPA® (Building Owner's and Manager's Association's Real Property Administrator)

2 SCOPE OF SERVICES

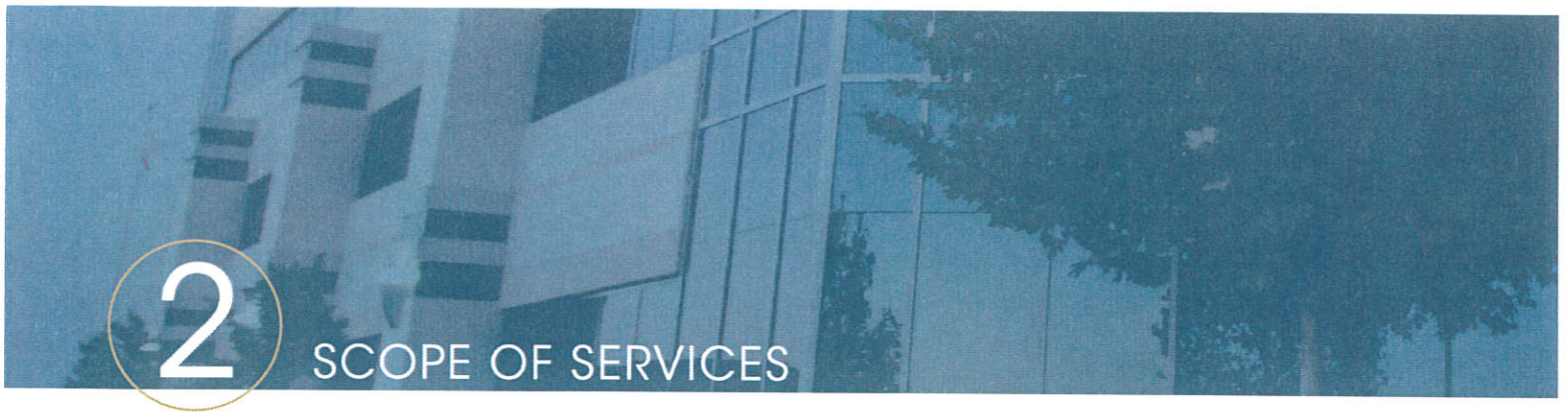
TRI Operating Standards are documented manufactured housing community operating procedures for our Property Management Company. These procedures include Resident Services, Contract Administration, Management Reporting, Accounting, Engineering, Emergency, Life Safety & Workplace Safety. In conjunction with these procedures, approved forms have been developed with input from various sources such as real estate attorneys, insurance agents and Industry Associations. We have invested considerable time and energy into the development of our Operating Standards being mindful or our underlying objective – delivering quality service.

Please contact our references and browse the excerpts from our letters of recommendation, we're proud of this recognition and believe that our results speak for themselves. Choose Trust, Readiness and Integrity. Choose TRI.

Our objective is to increase the value and cash flow of our client's real estate asset. The scope of services provided to achieve this objective includes:

A GENERAL

- Staffing of on-site employees according to the Owner approved budget
- Property management supervision by a qualified employee of TRI
- Administration of payroll, benefits and workers' compensation (a property expense)
- Monthly accounting of income and expenses under generally accepted accounting principles (GAAP), monthly financial reporting is available in cash or accrual basis
- Monthly occupancy and collection reporting
- Annual budget preparation
- Annual employee W2's prepared and distributed
- Annual vendor 1099 statements prepared and distributed
- Partnership distributions – as directed
- Marketing coordination and resident retention
  - Webpage design and domain name management
  - Available Space advertising through TRI and park website
- Interactive web based Resident communication is available to all residents with computer access
- Construction (renovation) supervision
- Coordination with HCD on all Residency Law issues and home transfers
- Resident screening process
- Rental and competing property survey
- Property inspections



2 SCOPE OF SERVICES

B INITIAL SET-UP

Upon execution of a Management Agreement, TRI will forward takeover instructions to the existing Manager/Owner, requesting:

- Monthly financial reports for the current year
- Most recent annual budget
- Current rent roll illustrating occupied units, contract rents, move-in dates, date of last rental increase and security deposits
- Lease expiration report
- Utility reimbursement rates
- Expected move-in report
- Vendor list and Service Contracts
- Outstanding invoices/payables
- Current property tax bill
- Mortgage/Loan information
- Certificate of insurance, policy provider and premium information
- On site personnel, job descriptions and payroll information

In addition, letters will be sent to the residents and vendors of the property notifying each of the changes in management, the point of contact, and termination of any unsatisfactory maintenance contracts. TRI will interview and complete hire packets for all retained personnel and/or new hires. The property will be fully staffed upon takeover.

Upon takeover, TRI Property Managers will perform employee training, auditing on-site records and evaluating personnel needs. In addition, our staff will conduct an inspection of the park and review of the maintenance work orders to prioritize maintenance demands.

C ACCOUNTING SERVICES

In accordance with the California Department of Real Estate, TRI will establish an operating (Trust) account in the name of the ownership entity. Monthly, the bank statement and reconciliation of this account will accompany a full complement of financial reports provided to our client, the owner.

On-site Managers collect rents, record collected funds on the on-site AppFolio software platform and deposit them into the operating account by a remote scanning device. No cash is accepted on site, only cashier's checks, money orders and personal checks. Record of the collections and deposits are monitored via Internet communication to our host banking relationship.
Payment of all invoices and monitoring of each property's cash requirements are handled from our Rocklin office. As invoices are received, the on-site manager reviews the bill, codes the invoice and enters the information into AppFolio. The Property Manager approves invoices prior to payment.
TRI works hand-in-hand with the property owner providing cash management to meet immediate expenses, prepare for semi-annual property tax payments and future capital improvements.

D ANNUAL SERVICES

An operating budget will be prepared by the Property Manager and submitted to the Owner for approval. The budget reflects the financial objective of the Owner and becomes the operating guidelines

2 SCOPE OF SERVICES

for the Manager.

TRI obtains the services on non-related third party vendors for property related services. The bids of two to three competent vendors are required prior to letting a contract. Typically, the three vendors are drawn from TRI's Master Vendor List. These vendors offer clients of TRI the highest available level of service and participation in volume discount pricing.

3 INSURANCE COVERAGES

TRI Property Management has all applicable Insurance coverage including Errors & Omissions, Fidelity Bond, Workers Compensation and General Liability. More detailed insurance information is available upon request.

4 FEE SCHEDULE

TRI's Management Fee is based on Collected Gross Income - defined as the collected rents, utility reimbursements and other income for the period. Our rate is four percent (4.0%) of the Collected Gross Income with a monthly minimum of Two Thousand Five Hundred Dollars ($2,500.00).

4 FEE SCHEDULE

Management Fee Summary:
Minimum 4% of Collected Gross Income vs. $2,500 per month.

TRI's Management Agreement carries a one-year term which may be cancelled for any reason by a 60-day written notice.

Administrative Costs:

- AppFolio license fee of $1.50 per space per month is a landlord reimbursed expense for on-site access to lease administration, marketing/ leasing activity, record collection and processing expenses.
- At owner's election, TRI will create and maintain a property website for the purpose of marketing available spaces, receiving work orders and online rental payments. The set-up cost is a one-time fee of $1,000 and a maintenance fee of $100 per month.
- TRI utilizes the services of a professional employment organization (PEO). The PEO provides employee screening, safety training, pooled group health benefits and workers' compensation. The PEO also processes payroll and submits the required filings in behalf of the owner. PEO costs of $75 per employee per payroll, are a property expense.

Construction / Project Management:
TRI's Construction Supervision Fee is four percent (4%) of the total cost of the project including engineering, architectural and permits. This fee only applies to projects exceeding $20,000 in combined, total cost.

5 PERSONNEL

Corporate

John P. Gallagher, CPM®, CCIM®
President
DRE# 01299444
NV RED# B.1001538.LLC

A licensed California Real Estate Broker, John's real estate career spans over 30 years. As founding member and owner of TRI Property Management, John has managed multi-family and commercial properties. Currently providing business development and asset oversight to our management clients, he also performs brokerage services representing owners and investors in the acquisition and disposition of multi-family properties. John holds two professional designations; CPM® (Certified Property Manager) and CCIM® (Certified Commercial Investment Manager). He graduated with a B.S. Degree from the University of Montana and an M.B.A. Degree from the University of San Francisco. John is an owner and a principal in TRI Property Management.

April Simmons, MCM®
Managing Director Multi-Family Division & Principal
DRE# 01729593

April joined TRI in 2004, with nine years of previous Residential Property Management experience. April's career at TRI began as an On-site Manager/ Community Director. Her tenacity and natural management abilities propelled her advancement within TRI Property Management. April supervises TRI's Residential Property Managers whose portfolios consist of Mobile Home Parks and Apartments throughout California. April holds a California Real Estate Sales License and is an active member of WMA (Western Manufactured Housing Association) from which she has earned an MCM (Manufactured Community Manager) designation.

Jim Pierini, MCM®
Regional Director – Southern California
DRE# 01859736

Jim Pierini, Regional Director, Real Estate Broker and manufactured housing Dealer for TRI's Manufactured Housing Group has over 30 years of experience in the Commercial and Residential Real Estate Industry. Jim is adept in budget analysis resulting in asset value enhancement by improving property income and cash flow. Jim holds a Bachelor's degree from California State University, Sacramento in Business Administration and has completed other post graduate studies in Real Estate marketing and general construction. He is a licensed real estate broker and an active member of WMA (Western Manufactured Housing Association) through which he has earned an MCM (Manufactured Community Manager) designation.

5 PERSONNEL

Property Management Principals

Linda Lamun
Sacramento Regional Commercial Property Manager & Principal,
DRE# 01388359

Linda joined TRI in 2004 with fifteen years of experience as a Commercial Property Manager. She began her career specializing in Class A high-rise and suburban office properties in Dallas, Texas. Linda has an extensive background in construction management – essentially, all phases of tenant and capital improvements. Her current portfolio consists of retail, office, industrial, and commercial owners' associations. Linda holds a California Real Estate Sales License and is a Real Property Administrator (RPA®) Candidate.

Jody Booras, RPA®
Sacramento Regional Commercial Property Manager & Principal,
DRE# 01316554

Jody joined TRI in 2000 with over seven years of property management experience. Jody's exceptional organization and tenant relation skills have allowed her rapid ascent in our company being responsible for several large projects and high-profile properties. She is responsible for the management of retail properties. Jody holds a current California Real Estate Sales License and has her RPA® (Real Property Administrator) Designation.

Human Resources

Lavinia Straka, SHRM-CP/PHR, Corporate HR & Payroll Manager

Lavinia joined TRI in January of 2019 with 15+ years of California Human Resources and Payroll experience. She began her career in banking and has worked with Real Estate and Legal professionals extensively throughout. She is a longtime member of SAHRA (Sacramento Area Human Resources Association). She is a Certified Professional through SHRM and attained her Professional in Human Resources certification with HRCI in 2009. She holds a Bachelor's Degree from the College of Communication

5 PERSONNEL

Property Managers

Jack Cunningham
Regional Multi-Family Property Manager
CA DRE# 02104135

Jack joined TRI in 2018 in the Property Management Mobile Home Group. He has worked 12 years as a regional manager in Southern California. Additionally has served various regional and corporate level positions in the food and beverage and hospitality industries. He has worked extensively with both privately owned and resident-owned mobile home and RV parks.

Stephanie Evans
Regional Multi-Family Property Manager

Stephanie came on board with TRI in 2000 with 19 years of multi-family management experience where she specialized in stabilizing underperforming properties and building relationships between management and residents. Stephanie has experience with conventional and affordable housing programs and has overseen both apartment and manufactured housing communities. She is passionate about her profession and continually expands her knowledge as evidenced, by her recent CAM (Certified Apartment Manager) Designation obtained through the National Apartment Association.

Sheri Swink
Regional Property Manager

Sheri Joined TRI in 2020 bringing 19 years of multi-family property management experience. She served 12 years as an on-site Community Director and 7 years as a Portfolio Manager of mobile home communities. Sheri successfully managed 12 communities in her portfolio developing effective on-site personnel while maintaining high occupancy and low delinquency. She holds a MCM Designation with the Western Manufactured Housing Communities Association.

5 PERSONNEL

Accounting

Luis Gutierrez
Property Accountant

Luis joined TRI in 2014 having worked extensively with budgeting, profit planning/projection, operations analysis, A/P & A/R processing, general ledgers maintenance, financial reporting, project management, government compliance, and taxes. With extensive experience with property management accounting, Luis has worked for FPI Management, Inc. and has owned an accounting practice where he advised small start-ups to large businesses.

Brian Dooley
Property Accountant

Brian recently joined the TRI team bringing 18 years of property management experience including both residential and commercial portfolios. Prior to joining TRI, Brian worked for several property management firms in the Bay Area including Colliers and Kennedy Wilson. Brian also has accounting experience working for a property development company as well as a company specializing in managing properties in receivership.

Lisa L. Amezcua
Senior Property Accountant

Lisa joined TRI in 2002 with nineteen years of commercial property accounting experience. Prior to TRI, Lisa was the Senior Property Accountant/ Property Accountant Supervisor for a Real Estate Investment Trust overseeing the preparation of financial reporting for a sixty plus property portfolio located in California, Nevada and Oregon. Lisa currently performs property accounting for a commercial property portfolio.

5 REFERENCES

TRI Property Management supplies the following list of owners as references for providing the service of property management.

John Allen - Owner
Cal-Hawaiian Mobile Home Park
Telephone (831) 595-5158

Cory Parish – President & CEO
Conference Claimant Endowment Board
Olympia Commons Mobile Home Park
Camelia Village Mobile Home Park
Sunset Villa Mobile Home Park
Telephone (209) 472-7288

Scott Hamilton – Owner
Davis Creek Mobile Home Park
Telephone (949) 244-9314

Robert Stinson – Owner
Lathrop Sands Mobile Home Park
City Gardens Mobile Home Park
Creekside Mobile Home Park
Clear Creek Mobile Home Park
Telephone (360) 620-1434

"Since hiring TRI to manage Pine Grove MHP back in January 2015, I have seen the property flourish into a vibrant community and a profitable business. The level of professionalism and care your team demonstrated was top notch... I also had the pleasure of working directly with you during the marketing phase and sale of Pine Grove. Your professionalism, confidence and negotiating skills were outstanding."

– Patricia Rolland, Rolland Equities

"We are very pleased with the results of TRI Real Estate Management overall and want to thank and compliment you for your fine work that you have performed for us these past years."

– Lisa S. Klein, Standard Real Estate Investors, LLC

"You and your employees have always operated my building with the highest standards of professionalism."

– Mark Welch, G.P., Norman Oaks, LTD.

TRI PROPERTY MANAGEMENT
Manufactured Housing Group

2209 Plaza Drive
Suite 100
Rocklin, CA 95765

Tel
Fax

TRI
PROPERTY MANAGEMENT

June 24, 2021

The Franciscan Mobile Home Park
700 Hoffman Street
Daly City, CA 94014

Re: TRI Property Management

Dear Residents:

On Monday, June 21st, by invitation, TRI Property Management attended a meeting held at The Franciscan Mobile Home Park's club house to introduce our company and key employees.

TRI has been chosen as your communities' professional property management company, pending lender approval.

Several Board Members and residents attended to meet TRI and ask questions regarding our experience and qualifications. Representing TRI were April Simmons, Managing Director of the Residential Division, Jack Cunningham, Regional Property Manager and myself, John Gallagher, President. I provided a general introduction of our firms 21 years in business, experience managing 14 mobile home parks in our portfolio, 2 of which are Cooperative parks located in Woodland and Fairfield with 150 and 410 spaces, respectively. April Simmons described her role as the direct supervisor of our regional property managers responsible to establish and maintain operational policies and procedures. Jack Cunningham, who will be assigned to supervise the on-site staff and oversee park operations then addressed the audience providing details of his role and experience.

We answered questions pertaining to staffing, enforcement of The Franciscan's Rules & Regulations specific to home sales, installation of new homes, qualification of new residents and maintenance of resident's spaces and accounting procedures. It is important for you to know that TRI Property Management is an independent 3rd party service provider with no inherent conflicts of interest. We do not own mobile home parks, have no interest in single family (mobile home) real estate brokerage companies or mobile home manufacturers. We work at the pleasure of your Board of Directors and take our direction from them. Of course, we will advise based on our experience but ultimately, our marching orders are those of the residents you've chosen to represent your interest as Board Member.

We are anxious to start our work at The Franciscan and look forward to meeting you, enhancing your community and earning your trust and respect in the process.

Best Regards,

John P. Gallagher, CCIM®,CPM®
President, TRI Property Management Services, Inc.

The Franciscan Co-Op
3/25/2022
501 sites

The Franciscan Co-Op 10 Year Proforma

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
		$ 1,245	$ 1,248	$ 1,235	$ 1,220	$ 1,206	$ 1,191	$ 1,177	$ 1,162	$ 1,156	$ 1,154	Average Rent with 500 sites
	Revenues											
	Total Lot Revenue[5]	$7,467,984	$7,488,853	$7,409,759	$7,321,619	$7,233,835	$7,146,418	$7,059,378	$6,972,727	$6,936,477	$6,925,639	
100.0%	Vacancy Assumption	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	
100.0%	Concessions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
100.0%	Bad Debt Assumption	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	($10,000)	
	Net Rental Income	$7,447,984	$7,468,853	$7,389,759	$7,301,619	$7,213,835	$7,126,418	$7,039,378	$6,952,727	$6,916,477	$6,905,639	
103.0%	Parking	$1,430	$1,473	$1,517	$1,563	$1,609	$1,658	$1,707	$1,759	$1,811	$1,866	
103.0%	Laundry/Vending	$5,484	$5,649	$5,818	$5,993	$6,172	$6,357	$6,548	$6,745	$6,947	$7,155	
103.0%	Ancillary Income	$118,783	$122,346	$126,017	$129,797	$133,691	$137,702	$141,833	$146,088	$150,471	$154,985	
103.0%	Util. Reimbursement	$1,321,366	$1,361,007	$1,401,837	$1,443,893	$1,487,209	$1,531,826	$1,577,780	$1,625,114	$1,673,867	$1,724,083	
	Subtotal	$1,447,063	$1,490,475	$1,535,189	$1,581,245	$1,628,682	$1,677,543	$1,727,869	$1,779,705	$1,833,096	$1,888,089	
	Total Revenues	$8,895,047	$8,959,328	$8,924,948	$8,882,864	$8,842,517	$8,803,961	$8,767,247	$8,732,432	$8,749,573	$8,793,728	
	Expenses											
102.0%	Real Estate Taxes	$722,318	$736,764	$751,500	$766,530	$781,860	$797,497	$813,447	$829,716	$846,311	$863,237	
103.0%	Insurance	$83,564	$86,071	$88,653	$91,313	$94,052	$96,874	$99,780	$102,773	$105,856	$109,032	
103.0%	Utilities	$1,198,732	$1,234,694	$1,271,734	$1,309,886	$1,349,183	$1,389,659	$1,431,348	$1,474,289	$1,518,517	$1,564,073	
103.0%	Water & Sewer	$250,241	$257,748	$265,481	$273,445	$281,648	$290,098	$298,801	$307,765	$316,998	$326,508	
103.0%	Repairs/Maintenance	$267,509	$275,534	$283,800	$292,314	$301,084	$310,116	$319,420	$329,002	$338,872	$349,038	
103.0%	Management Fee	$173,820	$179,035	$184,406	$189,938	$195,636	$201,505	$207,550	$213,777	$220,190	$226,796	
103.0%	Payroll	$556,119	$572,803	$589,987	$607,686	$625,917	$644,694	$664,035	$683,956	$704,475	$725,609	
103.0%	Advertising	$950	$979	$1,008	$1,038	$1,069	$1,101	$1,134	$1,168	$1,203	$1,240	
103.0%	Gen. & Admin.	$87,675	$90,305	$93,014	$95,805	$98,679	$101,639	$104,689	$107,829	$111,064	$114,396	
103.0%	Emp. Units/Allowances	$9,900	$10,197	$10,503	$10,818	$11,143	$11,477	$11,821	$12,176	$12,541	$12,917	
103.0%	Ground Rents (Per Ground Lease)	$794,110	$817,933	$842,471	$867,745	$893,778	$920,591	$948,209	$976,655	$1,005,955	$1,036,133	
100.0%	Replacement Reserves to Lender[3]	$25,050	$25,050	$25,050	$25,050	$25,050	$25,050	$25,050	$25,050	$25,050	$25,050	
(1)	Total Expenses	$4,169,988	$4,287,113	$4,407,607	$4,531,568	$4,659,099	$4,790,302	$4,925,284	$5,064,157	$5,207,033	$5,354,029	
	Net Operating Income	$4,725,060	$4,672,216	$4,517,342	$4,351,296	$4,183,419	$4,013,659	$3,841,963	$3,668,276	$3,542,541	$3,439,699	
	Misc. Operating Reserve (2)	$20,850	$21,436	$22,038	$22,658	$23,295	$23,952	$24,626	$25,321	$26,035	$26,770	$236,981
	Debt Service	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	$3,412,124	

Debt Service Inputs:	10 Year UST	Spread	Total Rate	Amortization	Loan Amount
	2.34%	2.19%	4.53%	300	$51,000,000

Cash Flow After Debt Service and Replace. Reserves	$1,292,085	$1,238,656	$1,083,179	$916,513	$747,999	$577,583	$405,212	$230,830	$104,381	$805	$6,597,244	$6,834,225 Total excess CF after 10 years
Cumulative Excess Cash Flow (4)	$1,292,085	$2,530,741	$3,613,920	$4,530,434	$5,278,433	$5,856,016	$6,261,228	$6,492,059	$6,596,440	$6,597,244		

FOOTNOTES

(1) Inflator reference - CPI average annual increase is 2.19% for the last 20 years, and 2.35% the last 30 years
(2) Additional Working Capital as cushion. Adds to Cummulative Excess CF if not used.
(3) Lender Required Reserves will be funded with proceeds from the Freddie Mac financing, including the Ground Lease ($794,110), Debt Service Reserve ($800,006), and Gross Potential Reserve ($1,923,840)
(4) Excess cash flow avaialble to reduce rents or distribute.
(5) Rents reduced over time with excess Cash Flow. Projected Annual rent reductions: $100,000 $100,000 $100,000 $100,000 $100,000 $100,000 $50,000 $25,000 $675,000 Total Rent rollback
(6) Actual annualized January 2022 net rental income is $7,486,000

City likely to help mobile home residents buy land

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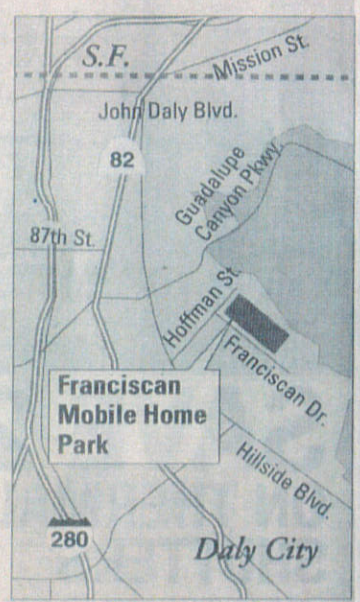
desire to renew the lease after its expiration.

Fearful of being forced to move, the residents formed the Franciscan Acquisition Corporation in 1998 to buy the lease from Clayton Williams and Sherwood, a Newport Beach-based company that is administering the leases for the park's owners — Tom Atwood, Jr. of Colma's Cypress Abbey Company, which holds 50 acres, and the Podesta family of Daly City, which owns 20 acres.

Throughout the last year, residents have worked with LINC Housing, a Long-Beach nonprofit corporation that will finance and manage the park once the transaction closes.

The city will not assume any financial responsibility by helping the residents but will simply act as a conduit to issue the bonds on behalf of LINC Housing and the residents.

David Kenyon, an attorney who has been working with the



residents for four years, said the sale of the land will cost about $45 million, which includes the purchase of the park's two leases and the Atwood parcel. The Franciscan Acquisition Corporation and LINC, he said, were not able to buy the park's Podesta parcel but were still able to purchase its lease.

What that means, Kenyon said, is that the Podestas, longtime residents in area, still have the option of keeping the land after 2016. He said there will still be efforts taken between now and then to negotiate a lease extension with the Podestas or possibly a sale of land.

Hunter Johnson, LINC Housing executive director, said the Franciscan Mobile Home Park will become the fifth mobile park that LINC will own once the transaction closes. LINC also closed a deal recently with a mobile home park in Seal Beach, which also faced an expiring lease.

City Councilman Sal Torres said the impending sale symbolizes the cooperation between the city and the residents.

"This is a great example of the residents forming a team, challenging the owners to do something positive," he said. "And it is a credit to the owners and for a city to come to the aid of the residents and be a mediator."

For residents at the park, rent prices will increase about $90 a month to support the park's financing, similar to paying a 30-year mortgage loan on a home, said Phillip Hoon, a project manager and financial manager working with the residents.

Those living at the park who have expressed support for the sale will begin paying the increase in March. So far, about 75 percent of the residents have agreed to pay the increase, said Don Tull, president of the acquisition corporation. The remaining 25 percent who have opposed the land sale will likely see their rents raise about 3 to 5 percent a year.

Myra Anderson, 90, is one of the residents who doesn't want to pay the hike. She's on a fixed Social Security income and paying even just a little more is too much, she said.

"As far as I'm concerned, I'm not interested at all," Anderson said. "Why should I get involved, my income is dwindling all the time."

But the majority of residents, who feared losing their home, said they would rather just pay the rent raise, which would make the average rent leap from $675 to $765. Monthly financing, some said, would also give them their first opportunity at owning a piece of land.

Irene Paz, 70, who has lived at the park for 18 years, said that though she may have to pinch more pennies, the end result is worth it.

"The main thing is I'm glad it is going through," she said.

You can reach staff writer Christine Louie at 348-4337 or e-mail at clouie@angnewspapers.com.

SATURDAY, January 26, 2002 SAN MATEO COUNTY TIMES

Daly City likely to help mobile home residents buy l

City to vote on issuing $55 million bond

By Christine Louie
STAFF WRITER

DALY CITY — After more than a year of negotiations, the city is expected to approve issuing tax-free revenue bonds that would allow residents of a mobile home park here to stay put.

On Monday, the council, acting as the Housing Development Finance Agency, will vote on two resolutions that would open the sale of $55 million in bonds to help residents at the Franciscan Mobile Home Park acquire the 30-year-old park.

The most recent fight to remain on the land comes after several unsuccessful attempts by residents to purchase the 70-acre park and keep residents from moving out once the park's two leases expire in 2016. The park's two owners have not expressed a desire to renew the lease after its expiration.

Fearful of being forced to move, the residents formed the Franciscan Acquisition Corporation in 1998 to buy the lease from Clayton Williams and Sherwood, a Newport Beach-based company that is administering the leases for the park's owners — Tom Atwood, Jr. of Colma's Cypress Abbey Company, which holds 50 acres, and the Podesta family of Daly City, which owns 20 acres.

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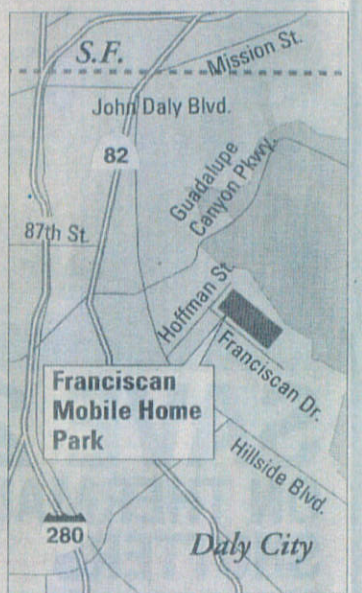

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*You can rea
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or e-mail at cl
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