

CITY OF DALY CITY

Special Meeting - CITY COUNCIL

AGENDA

Tuesday, December 13, 2022 - 7:00 PM

To attend in person:

City Hall Council Chambers – 2nd Floor
City Hall, 333 – 90th Street
Daly City, CA 94015

To attend virtually via Zoom:

<https://bit.ly/dalycitydec13>

To watch the live telecast:

Comcast Channel 27, <https://www.youtube.com/DalyCityVideoMeetings>, or <https://www.dalycity.org/agendas>

Public Participation:

There are three ways to submit public comment: (1) send written comments by 4:00 pm on meeting day, (2) attend the meeting in person, and (3) join to speak at the meeting via Zoom.

1. 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.
2. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.
3. To speak at the meeting via Zoom, join at <https://bit.ly/dalycitydec13>. 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: 898 8321 9372, then enter email address and name. The meeting may also be accessed via telephone by dialing +1 669 900 6833 (Local). International numbers available: <https://us02web.zoom.us/j/89883219372>. Enter the meeting ID 898 8321 9372, 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:

APPROVAL OF MINUTES:

1. Regular Meeting of November 28, 2022

APPROVAL OF AGENDA:

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.

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:

2. Amendment to the Professional Services Agreement with WRECO for Permit Technician and Project Management Services
3. Authorize the Interim City Manager to Execute a Professional Services Agreement for the St. Francis Water Main Replacement Project
4. Acceptance of Public Access Easement from the BP3-SF7 2001 JS OWNER, LLC for the Public Access Easement at 2001 Junipero Serra Boulevard
5. Resolution Adopting Salary Schedule and Benefits for City Clerk and City Treasurer

END OF CONSENT AGENDA

PUBLIC HEARINGS:

6. Public Hearing - Amend City Wide Fee Schedule for the Annual Fire Inspection Fee

STAFF: Tim Nevin

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

7. Public Hearing on Community Development and Housing Needs

STAFF: Lenelle Suliguin

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

COMMUNICATIONS:

8. Authorize Agreement with Sacred Heart Cathedral Preparatory for the improvements and use at Marchbank Park

STAFF: Tom Piccolotti

RECOMMENDATION: Adopt Resolution by Roll Call Vote

AWARD OF BIDS/CONTRACTS:

9. Award Construction Contract for the Community Development Block Grant (CDBG) ADA/Sidewalk Improvements Project

STAFF: Roland Yip

RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

10. Council Committee
11. City Council
12. Staff

ADJOURNMENT:

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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 7:06 P.M.

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

Staff Present:
Tom Piccolotti, Interim City Manager
Rose L. Zimmerman, City Attorney
K. Annette Hipona, City Clerk

PRESENTATIONS:

Daly City Public Library Associates (DCPLA) Grant to the Daly City Public Library
(DCPLA Board President Trisha deVera and Executive Director Victoria Magbilang)

Update from the Pilipino Bayanihan Resource Center (PBRC)
(PBRC Chairman of the Board Perla Ibarrientos)

Catalytic Converter and Retail Theft Enforcement and Prevention Efforts
(Daly City Acting Chief of Police Cameron Christensen)

APPROVAL OF MINUTES:

Regular Meeting of November 14, 2022

It was moved by Councilmember DiGiovanni, seconded by Councilmember Sylvester and carried to approve the minutes of November 14, 2022.

APPROVAL OF AGENDA:

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to approve the agenda.

PUBLIC APPEARANCES/ORAL COMMUNICATIONS:

Grace David stated having voted for each of the current Councilmembers and requested the Council to make an equitable decision by giving Councilmember DiGiovanni the chance to serve as the next Mayor. Grace expressed support for placing cameras in public spaces to prevent crime and theft and requested that cannabis retail stores are located beyond one block of schools.

Note on Public Comments: For this meeting, members of the Council and the public had the option of attending in person or attending virtually 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.

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Dante Abadam and Rudy Bautista expressed support for Councilmember DiGiovanni and requested the Council to give her the opportunity to become the next mayor of Daly City to share her vision and ideas.

Call-In User 1, John Daly, requested the resignations of City staff, Councilmembers, and County Supervisor. John suggested applying for CCW's and denounced the lack of an invitation for the community to a Veteran's Day event. John asked the Council to leave their seats.

Call-In User 2 translated for Marianne Martinez and stated citizens should have body cams and CCW's as there is a lack of trust in the community, referring to the shooting of Roger Allen. Caller asked for the Police Department to hold public meetings and denounced the construction of more housing in the City, racist comments, and false police reports.

CONSENT AGENDA:

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to approve the consent agenda, with the exception of item #5, which was removed for discussion.

Resolutions:

Amend Traffic Regulations to: (1) Remove 800-ft. Commercial Vehicle Parking Zone on the East Side of Bayshore Boulevard North of Geneva Avenue; (2) Prohibit Eastbound U-turns at San Pedro Road/Washington Street ; (3) Install Yield Sign on the South Approach of Hanover Street/Wellington Avenue ; (4) Install 35-ft No Parking (Red) Zone North of the Exit Driveway at 995 E. Market Street and (5) Install 20-ft No Parking (Red) Parking Zone South of the Exit Driveway at 995 E. Market St.

Director of Public Works Richard Chiu provided the staff report and addressed questions regarding who the Traffic Safety Committee consists of and the type of safety requests they oversee.

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

Resolution 22-217, Establishing Traffic Regulations

Accept and Appropriate a \$9,700 Grant from the Daly City Public Library Associates

Resolution 22-218, Accepting And Appropriating Grant From The Daly City Public Library Associates

Resolution Adopting Salary Schedule and Benefits for Miscellaneous/Unrepresented Employees

Resolutions 22-219, Adopting Salary Schedule/Benefits For Miscellaneous/Unrepresented Employees Effective September 1, 2022

Resolution Adopting Salary Schedule and Benefits for Executive Management Employees

Resolution 22-220, Adopting Salary Schedule/Benefits For Executive Management Employees Effective October 2022

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Appropriate Funds and Authorize the Interim City Manager to Execute a Professional Services Agreement with BKF Engineers for the City of Daly City Storm Drain Master Plan

Resolution 22-221, Authorizing Execution Of Professional Services Agreement With BKF Engineers For The City Of Daly City Storm Drain Master Plan

Approval of an Amended and Restated Joint Exercise of Powers Agreement for the Daly City Joint Powers Financing Authority

Resolution 22-222, Authorizing The Execution Of An Amended And Restated Joint Exercise Of Powers Agreement For The Daly City Joint Powers Financing Authority

Resolution Amending Resolution No. 19-198 Related to the City's Intent to Reimburse Expenditures From the Proceeds of Clean Water State Resolving Fund Financings From the State Water Resources Board

Resolution 22-223, Amending Resolution No. 19-198 Related To The City's Intent To Reimburse Expenditures From The Proceeds Of Clean Water State Resolving Fund Financings From The State Water Resources Board

Setting Time and Place of Public Hearing – Amendment to the City-Wide Fee Schedule (12/13/2022)

Resolution 22-224, Setting Time And Place Of Hearing Re: Proposed Amendment To The City-Wide Fee Schedule (Hearing Date: December 13, 2022, Time: 7:00 P.M.)

END OF CONSENT AGENDA

COMMUNICATIONS:

Request for Reconsideration of Special Assessment Lien at 499 Santa Barbara Avenue

City Attorney Rose Zimmerman requested tabling the item due to recent developments in the case.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried by voice vote to table the item.

Request for Reconsideration of Zone Change ZC-09-21-015237 — Amendment to PD 47 Planned Development Standards and Approval of Parking Management Plan for King Plaza Shopping Center (950 – 980 King Drive)

Planning Manager Michael Van Lonkhuyzen presented DBP and Classic Bowl's request for reconsideration of the approval by City Council to amend the text of Planned Development Zone 47 and the resolution to approve a parking management plan for the King Plaza Center. Staff addressed questions regarding the proper procedures for reconsideration of an item, and regarding City staff's and Walker Consultants' roles in developing the plan.

Janet Fogarty, Attorney for King Plaza Center, asked the Council not to reconsider the item and referred to the previous meeting where Council held a public hearing, heard public comment from all sides,

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and took action on the item. Janet stated the Walker Consulting report and the owner's parking management plan were reviewed by Planning staff, and the Ho family (King Plaza's owners) agreed with staff's amendments to the plan, which was then presented to Council. Janet reported more than half the spaces in the lot will have unlimited time parking to demonstrate how the King Plaza owners are being good neighbors to Classic Bowl.

Mark Hudak, Attorney for DBP, requested reconsideration of the approval of the parking management plan claiming that the Council were led to believe the proposed plan was developed in coordination with and in consultation with parking consultants Walker Consulting when that was not the case. Mark questioned who was responsible for the plan and voiced concern with shopping employees taking up all the untimed spaces. Mark supported timed spaces for the parking plan to work and requested a neutral parking consultant be hired by DBP and King Plaza to look at the parking plan.

Matt DeVincenzi, Classic Bowl Manager, expressed concern with the proposed employee lot and the lack of space to maneuver, due to trucks unloading. Matt was also concerned with towing creating more congestion within the lot if timed parking is enforced. Matt and Mark addressed questions regarding Walker Consultants' role in the parking plan, on the redlined parking plan by DBP, and concerns on enforcement.

Tammy Ho, Owner of King Plaza Center, claimed 95% ownership of the site's land and wanted to ensure the tenants have enough parking spaces for their businesses and customers. Tammy thanked the Council for approving the proposed parking management plan at the previous Council meeting and urged them not to reconsider this matter.

The following speakers were opposed to DBP/Classic Bowl's request for reconsideration and urged the Council to stand by their decision from the previous meeting. Individuals stated there were no new factors being presented by DBP to justify a reconsideration. Speakers supported Tammy's parking management plan, commended it as fair for all the businesses in King Plaza, and stressed its critical role in creating turnover on the lot. Individuals referred to all the time and effort already spent at the November 14th public hearing and asked the Council to uphold their vote.

Dorie Paniza, PBRC	James Barret, Manila Market
Onyi Hui	Hua Zhen Huang
Justin Cheong	Sunny Kong
Gaber Shalaby	Brian Chen
Steven Suen	Tony Spitaleni
Stephen Wong, King Plaza tenant	Joji Mercado, King Plaza tenant
Omar Guzman	Connie Chan
Rich Bonomi	Ken Wong
Merlin Edwards	Peter Quach, Manila Market
Ernest Tse	Grace David
Ted Saideh, King Plaza tenant	Nancy F.
Kris Fernandes	Frank Gao
Peter W.	Jimmy L.
Cathy Wang	Zijun Huang
Paula Dee	Ms. M.
Renee C.	Wilson

Call-In User 4, John Daly, asked that the owners of King Plaza and Classic Bowl are given more time to speak. John stated that the Council have not addressed the parking issues at King Plaza over the

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years and have not responded to the community and stated Classic Bowl moving out would be a loss.

The Council deliberated the information they received and clarified information with Janet Fogarty and Mark Hudak. There was no motion to reconsider the item.

RESOLUTIONS:

Approve Lake Merced Quick-Build Design Within Daly City and Authorize Construction of the Project Within Daly City

Senior Civil Engineer Shirley Chan provided the staff report and staff recommendations and addressed questions on the time frame for the construction and whether it covers the gun range.

Call-In User 7, John Daly, voiced opposition to the project due to heavy traffic and accidents in the subject area and asked to reject the item.

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

Resolution 22-225, Approving Lake Merced Quick-Build Design Within Daly City And Authorizing Construction Of The Project Within Daly City

ORDINANCES

Second Reading, Ordinance No. 1461, Repealing and Replacing Chapters in Title 15 of the Municipal Code and Adopting Local Amendments To The Uniform Building And Fire Codes

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

Ordinance 1461, Repealing And Replacing Chapters 15.00, 15.08, 15.10, 15.14, 15.16, 15.20, 15.22, 15.24, 15.32, 15.60, & 15.65 Addition Of Chapter 15.12, Amendments To Chapter 15.64 Of Title 15 Of The Daly City Municipal Code

Second Reading, Ordinance No. 1462, Amending the Daly City Zoning Map by Amending Ordinance No. 1316 Re: Planned Development Standards for PD-47

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried by the following roll call vote to adopt the ordinance:

Ayes:	Buenaventura, DiGiovanni, Manalo, Sylvester
Noes:	None
Abstained:	Daus-Magbual

Ordinance 1462, Amending The Daly City Zoning Map By Amending Ordinance No. 1255 Re: Planned Development Standards For PD-47 (King Plaza Shopping Center)

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Second Reading, Ordinance No. 1463, Amending Chapter 2.04 of the Daly City Municipal Code Re: Salaries of City Councilmembers

Call-In User 6 voiced opposition to the item and questioned whether the Council deserved the salary increase. The caller referred to the community being neglected for many years and caller wished to recall the Council.

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

Ordinance 1463, Amending Chapter 2.04 Of The Daly City Municipal Code Re: Salaries Of City Councilmembers

REPORTS:

Staff - City of Daly City's City Vehicle Use Policy

Interim City Manager Tom Piccolotti provided the staff report on the City's existing policy on personal use of City vehicles and requested to update and/or clarify the policy through the City Manager's Office or through a Council subcommittee; the updated policy would subsequently be presented to the Council. Mr. Piccolotti addressed questions on what the existing policy allows, what constitutes personal purposes vs. City business, whether usage stats are logged, limitations on use, the number of City vehicles in the pool, check-out procedures, and enforcement of violations.

Mayor Daus-Magbual provided direction to create an ad hoc subcommittee to study the City's City Vehicle Use Policy.

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting at 11:31 PM in memory of Vernon Nabor and Victoria Baretto.

Approved as submitted, this 13th
day of December, 2022.

City Clerk

Mayor



City Council Agenda Report

Item # _____

Meeting Date: December 13, 2022

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

Recommended Action

Staff recommends the City Council approve and authorize the interim City Manager to execute Amendment No. 4 to the professional services agreement with WRECO of Oakland, California, to provide permit technician and project management services in the amount of \$223,680.00, for a total contract amount of \$491,896.38.

Background

On September 17, 2021, an agreement was executed with WRECO to provide staff augmentation for permit technician services in an amount not to exceed \$39,835.13. The permit technician provided work to review and process of permit applications for building, utility, sewer, water, and encroachment permits while recruitment for the Engineering Technician position was underway. Two agreement amendments were executed to increase the contract by \$35,097.25 and \$35,844.00.

On July 11, 2022, City Council approved Amendment No. 3 for a part time permit technician and project manager for approximately 6 months. The permit technician continued with the tasks under the original agreement. The project manager performed contract administration, public bidding and consultant procurement, design support and preparation of bidding documents, and construction management on the Capital Improvement Program projects. The then-existing contract of \$110,776.38 increased by \$157,440 to the current contract amount of \$268,216.38.

Discussion

The Public Works Engineering Division currently still has a vacancy with the Engineering Technician position. The recruitment process is still underway.

The proposed \$223,680.00 Amendment No. 4 includes budget for a full time permit technician and part time project manager for approximately 6 months. The permit technician will continue with the tasks currently performed under the agreement, and will also provide design and construction support on the Capital Improvement Program (CIP) projects. The project manager will perform contract administration, public bidding and consultant procurement, design support and preparation of bidding documents, and construction management on the CIP projects. If approved, the existing contract of \$268,216.38 would increase by \$223,680.00 to a total contract amount of \$491,896.38.

Fiscal Impact

The total estimated cost for Amendment No. 4 with WRECO provides for a total not-to-exceed amount of \$223,680.00. Adequate funding for the consultant services is available for the permit technician position by utilizing \$67,968.00 of salary savings from the vacant Engineering Technician position and within the respective CIP projects, in the amount of \$155,712.00. Therefore, no additional funds are required.

Summary/Conclusion

Staff recommends the City Council approve and authorize the interim City Manager to execute Amendment No. 4 to the professional services agreement with WRECO of Oakland, California, to provide permit technician and project management services in the amount of \$223,680.00, for a total contract amount of \$491,896.38.

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

Respectfully submitted,



Roland Yip
Senior Civil Engineer



Richard Chiu Jr.
Director of Public Works

Attachment:

1. WRECO Agreement Amendment #4.



**CITY OF DALY CITY
STAFF AUGMENTATION FOR PERMIT TECHNICIAN
SERVICES**

AGREEMENT AMENDMENT NO. 4 Pages 1-3

DATE:	December 1, 2022
OWNER:	City of Daly City Richard Chiu, Jr., PW Director 333 – 90 th Street, Daly City, CA 94015 (650) 991-8163
CONSULTANT:	WRECO 1000 Broadway, Suite 475 Oakland, CA 94607

I. DESCRIPTION OF AGREEMENT AMENDMENT

A. Consultant shall extend the staff augmentation for permit technician services full time for an additional 6 months, and for a project manager (PM) part time for 6 months. The staff augmentation for permit technician and PM services shall be on a time and materials basis in accordance with the attached proposal. \$223,680.00

TOTAL **\$223,680.00**

SUMMARY OF FUNDS TO BE CHARGED:	01-312-311-4220	\$67,968.00
	17-312-620-4534	\$45,312.00
	17-314-601-4536	\$36,800.00
	17-312-918-4534	\$32,200.00
	17-312-921-4534	\$9,200.00
	87-920-548-4534	\$9,200.00
	31-313-913-4534	\$23,000.00

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 September 17, 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

Agreement Section 4 – Term shall be extended to March 13, 2024.

IV. COST ANALYSIS

Original Agreement Total:	\$39,835.13
Agreement Amendment No. 1:	\$35,097.25
Agreement Amendment No. 2:	\$35, 844.00
Agreement Amendment No. 3:	\$157,440.00
Agreement Amendment No. 4:	\$223,680.00
Revised Current Agreement Total:	\$491,896.38
All Agreement Amendments as Percentage of Original Agreement Total:	1235%

ACCEPTED:
CONSULTANT:
WRECO

BY: 
Han-Bin Liang
Vice President

DATE: 12/1/2022

ACCEPTED:
OWNER:
City of Daly City

BY: _____
Roland Yip
Senior Civil Engineer

DATE: _____

BY: _____
Kevin Fehr
City Engineer

DATE: _____

BY: _____
Richard Chiu, Jr.
Public Works Director

DATE: _____

BY: _____
Thomas J Piccolotti
Interim City Manager

DATE: _____



December 1, 2022

Mr. Roland Yip, PE, QSP/D
Senior Civil Engineer
City of Daly City
333 90th Street
Daly City, CA 94015

Subject: Request for Staff Augmentation for Permit Technician Services – Amendment #4

Dear Mr. Yip,

It is our pleasure to submit our proposal for an extension, Amendment #4, to the Staff Augmentation for Permit Technician Services Project (Project) for the City of Daly City (City).

For this purpose, we will again be proposing Mr. Otis Chan, PE (#44669) who has more than 35 years of public agencies experience and has been the primary staff augmentation for this contract. His new role will be to manage CIP projects for the City.

In addition, we are proposing Austin Miller to provide permit technician services needed to complete tasks for the City.

WRECO understands the standards and requirements of the City and will work as an extension of the City's staff, requiring minimal guidance. Both roles will be on a time and materials basis.

If you have any questions, please contact our proposed Project Manager:

Mr. Andrew Sekioka, PE (#61122)

☎ (510) 285-1123 | ✉ andrew.sekioka@hdrinc.com

Sincerely,

WRECO

A handwritten signature in blue ink, appearing to read 'Han-Bin Liang'.

Dr. Han-Bin Liang, PE (#48404), QSD/P
Vice President | ☎ (925) 395-9530 | ✉ hanbin.liang@hdrinc.com

Enclosures:

- *Fee Proposal*

City of Daly City

Staff Augmentation for Permit Technician Services

	Staff Name	Chan, Otis	Miller, Austin				
	Project Role	Senior Civil Engineer II	Staff Civil EIT I	HDR Expenses	HDR Labor Escalation	Subconsultants	Total
	Billing Rate	\$230.00	\$118.00				
	TASKS				0.0%		
	Task 1 - Staff Augmentation	480.00	960.00	0.00	0.00	\$0	\$223,680
	Subtotal Hours	480.00	960.00				
	Subtotal Dollars	\$110,400.00	\$113,280.00	\$0.00	\$0.00	\$0.00	\$223,680
	Total Task 1						\$223,680
	Total Hours	480.00	960.00				1,464
	Total Billing Amount	\$110,400.00	\$113,280.00	\$0.00	\$0.00	\$0.00	\$223,680

Estimated Project Fee \$223,680



City Council Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Authorize the Interim City Manager to Execute a Professional Services Agreement for the St. Francis Water Main Replacement Project

Recommended Action

Staff recommends that the City Council authorize the Interim City Manager to execute an agreement and any amendments, in an amount not to exceed \$114,500, for professional services with CSG Consultants Inc., of Foster City, California, to provide engineering design services for the St. Francis Water Main Replacement Project.

Background

The St. Francis Water Main Replacement Project includes the replacement of approximately 1,150 feet of existing 6-inch and 2-inch water mains with new 8-inch lines. The project limits are along the 600 block of St. Francis Boulevard between Clarinada Avenue and Belhaven Avenue. The installation of the new water lines will address fire flow and aging infrastructure issues in the project area.

Discussion

Staff released a Request for Proposals (RFP) for design services on July 25, 2022 to 20 firms from the City's 2021 General Engineering short list with expertise in water main replacement design. Five firms submitted proposals by the due date on September 7, 2022. A panel consisting of staff from the Public Works and Water and Wastewater departments evaluated the proposals on their technical merits. The panel determined CSG has the experience and qualifications that most closely met the needs of the project.

The scope of work with CSG under this professional services agreement includes the following:

- Geotechnical services including field exploration, laboratory testing, engineering analyses, and report preparation;
- Utility field verification (potholing) and utility conflict resolution;
- Topographic survey of the immediate surroundings, identifying structures, utilities, and any prominent features that will affect the replacement of the water mains;
- Coordinate with utility agencies to help avoid potential construction delays and unnecessary disruptions to public services;
- Develop design plans, specifications, and construction cost estimates (PS&E); and
- Bid and construction support.

Fiscal Impact

The professional services agreement provides a not-to-exceed fee of \$103,760. This amount includes geotechnical services, utility field verification, topographic survey, and design services. An additional \$10,740 (10%) is needed for contingency which brings the total contract cost to a maximum not to exceed amount of \$114,500.

Sufficient funds are available in the FY 2021-22 Water Fund – 600 Block St Francis projects account 41-385-747 for this professional services contract.

Summary/Conclusion

Staff recommends that the City Council authorize the Interim City Manager to execute an agreement and any amendments, in an amount not to exceed \$114,500, for professional services with CSG Consultants Inc., of Foster City, California, to provide engineering design services for the St. Francis Water Main Replacement Project.

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

Respectfully submitted,



Mike Burnfield
Engineer 1



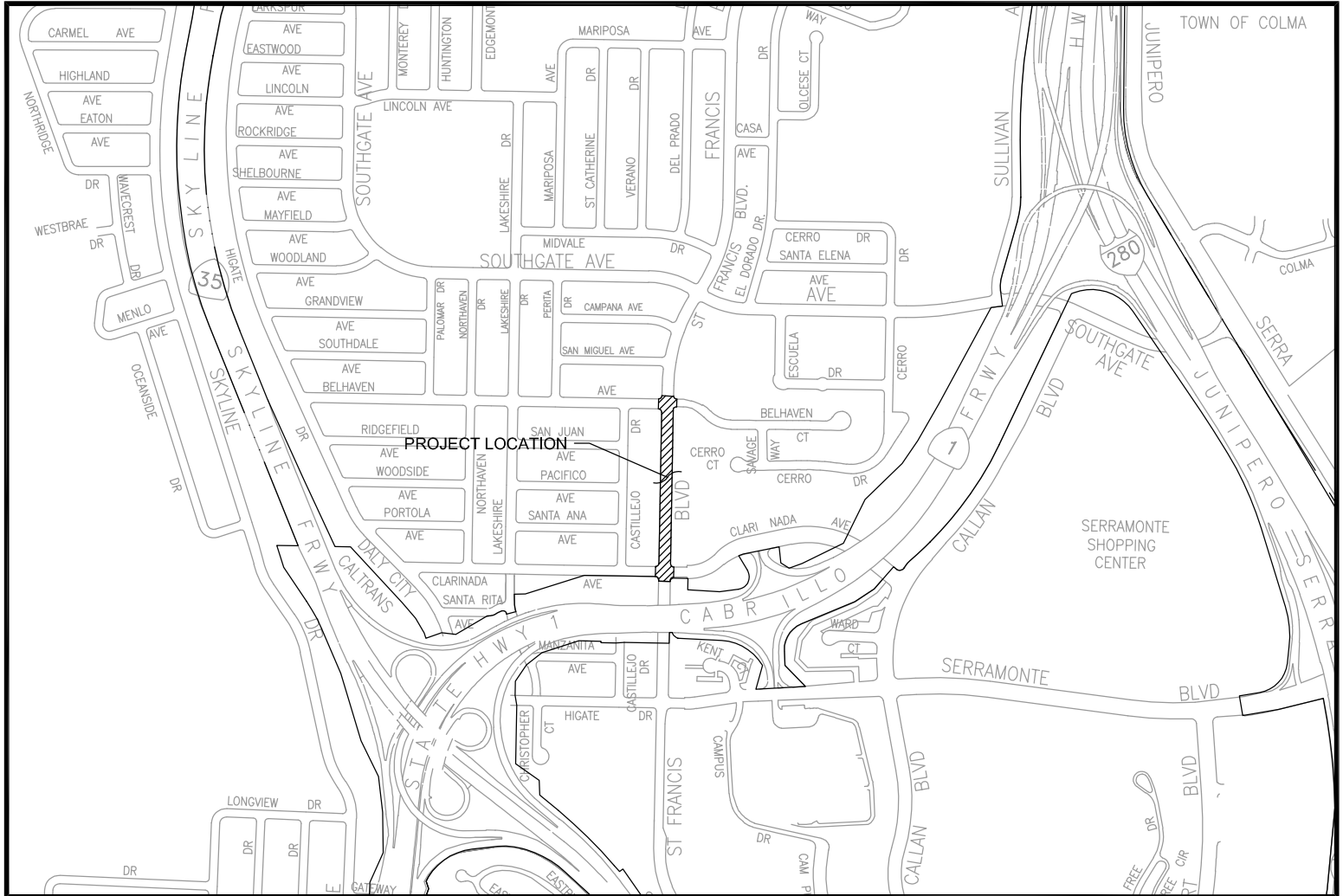
Richard Chiu Jr.
Director of Public Works

Attachments:

1. Project Location Map
2. CSG Consultants Professional Services Agreement

PROJECT LOCATION MAP

ST. FRANCIS WATER MAIN REPLACEMENT PROJECT



0 500 1000

**AGREEMENT WITH CSG CONSULTANTS
FOR DESIGN PROFESSIONAL SERVICES
FOR
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 CSG Consultants, a California S-Corporation ("CONSULTANT"):

CSG Consultants
550 Pilgrim Drive
Foster City, CA 94404

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the design services for the St. Francis Water Main Replacement Project.

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

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from CSG Consultants dated October 19, 2022, 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, CITY agrees to pay CONSULTANT, on a time and materials basis, pursuant to rates stated in Exhibit A to this Agreement attached and incorporated by reference. In no event shall CONSULTANT's total compensation under this Agreement exceed one hundred three thousand seven hundred sixty dollars (\$103,760).

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 defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs,

attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities arise out of the sole negligence, active negligence, or willful misconduct of Indemnatee.

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: City Engineer
 City of Daly City
 Public Works – Engineering Division
 333 90th Street
 Daly City, CA 94015

To CONSULTANT: Cyrus Kianpour
 CSG Consultants
 555 Pilgrim Drive
 Foster City, CA 94404

Cc: Hatem Ahmed
CSG Consultants
555 Pilgrim Drive
Foster City, CA 94404

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.

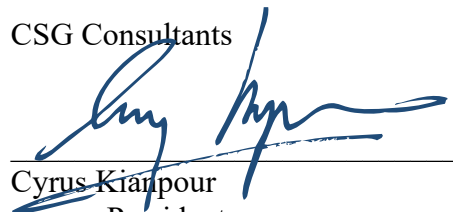
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF DALY CITY

CONSULTANT

CSG Consultants

Thomas Piccolotti
Interim City Manager



Cyrus Kiarpour
President

APPROVED AS TO FORM

Rose Zimmerman
City Attorney

EXHIBIT A

COST PROPOSAL TO THE

City of Daly City

ST. FRANCIS WATER MAIN REPLACEMENT PROJECT ENGINEERING DESIGN SERVICES

October 19, 2022



550 Pilgrim Drive
Foster City, CA 94404
650.522.2500 phone
650.522.2599 fax
www.csngengr.com



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Letter of Transmittal

October 19, 2022

Roland Yip, Senior Civil Engineer
City of Daly City – Engineering Division
333 – 90th Street
Daly City, CA 94015

RE: St. Francis Boulevard Water Main Replacement Project

CSG Consultants, Inc. (CSG) is pleased to present our proposal to provide engineering services for St. Francis Water Main Replacement Project (Project) for the City of Daly City (City). We understand the City is seeking a qualified firm to provide professional services for the design and preparation of bid documents and construction support for the design of water pipe replacement along St. Francis Boulevard in the City.

Ed Slintak, PE will serve as the primary contact for this Project. His contact information is as follows:

Ed Slintak, PE | Project Manager
phone (650) 522-2533 | ed@csgengr.com

We are confident that our team is best suited to deliver this project for the City. Below is a summary of specific reasons why the City should choose CSG as the water main design consultant.

A Proven and Experienced Project Manager & Project Engineer– Ed Slintak, PE, will serve as the Project Manager for this contract. Mr. Slintak brings over 35 years of municipal and civil engineering experience, and a deep understanding of managing and designing subsurface utility improvements throughout San Mateo County. *He served as the Project Manager for waterline improvements in the City of Daly City, Town of Hillsborough, City of Millbrae, and City of Morgan Hill.* **Matthew Pi, PE**, will serve as the Project Engineer. Matthew brings over 12 years of engineering design experience, with a focus in waterline design. Prior to joining CSG, *Matthew served as a project manager for Cal Water, overseeing the design and construction of waterlines throughout San Mateo and Santa Clara County.*

The Right Experience and City Knowledge– CSG has performed project management and design services for waterline rehabilitation for public agencies throughout the Bay Area. CSG has provided design and construction management services for several CIP projects for the City in addition to assisting with various C3 and mapping reviews. Our team brings a deep understanding of City processes and procedures, City staff, and City topography to this Project. *CSG is currently working with Daly City on the Santa Cruz, San Diego and Guadalupe Main Replacement Project managed by Michael Burnfield.*

CSG will team with **Quiet River Land Services** to perform surveying work, **BAGG Engineers** to perform geotechnical services, and **Exaro Technologies Corporation** for underground utility investigation. CSG has partnered with these firms for previous projects.

CSG confirms receipt of Addendum #1 to the RFP, received on August 30, 2022.

We are excited about the opportunity to serve the City of Daly City and would welcome the opportunity to talk with you further. This proposal shall remain effective for ninety (90) days beyond the submittal due date. If you have any questions or need additional information, please contact Mr. Slintak at ed@csgengr.com or (650) 522-2533.

Sincerely,

Cyrus Kianpour
President, CSG Consultants, Inc.

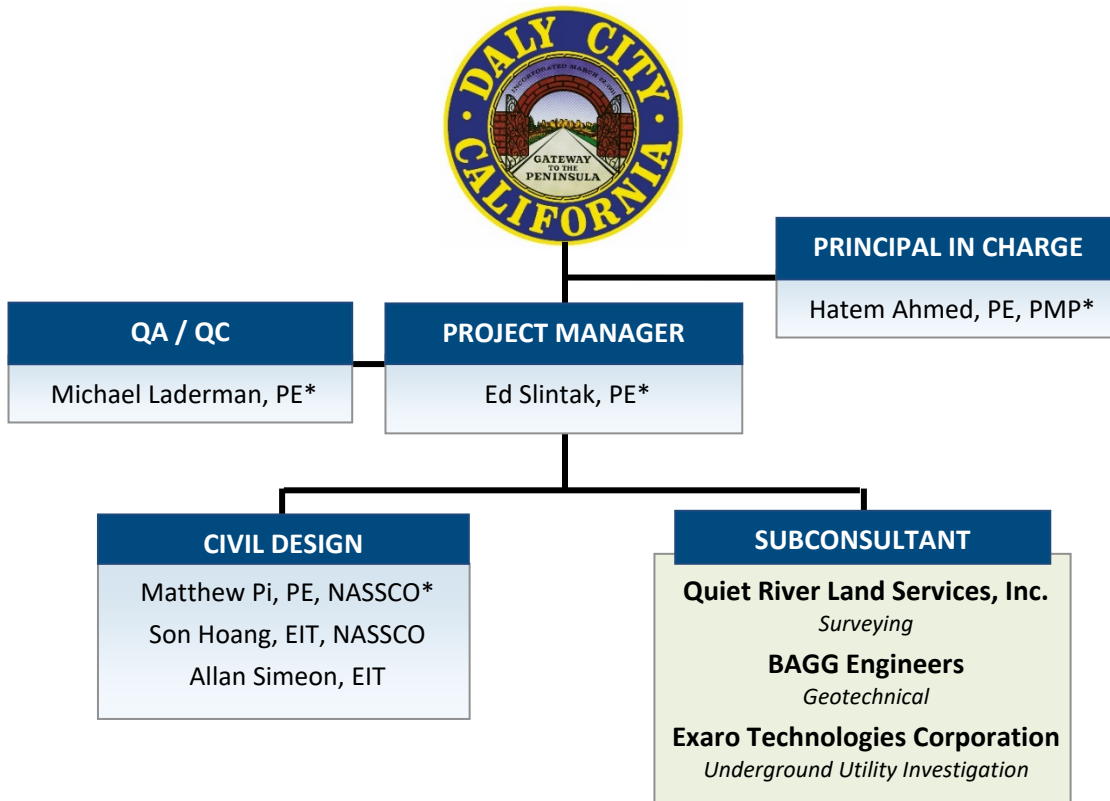


Profile and Project team

SECTION

2

For the past 30 years, CSG Consultants (CSG) has provided civil engineering, project management, and construction management to public agencies throughout California. CSG has expansive knowledge providing the design of and management of water main replacement projects. Provided below is our proposed organizational chart for the City's review. Resumes of key staff are provided in the Appendix, key staff are indicated with an (*). *CSG is committing the staff listed to this project and the City of Daly City.*



Project Manager

Ed Slintak, PE, Principal Engineer, will serve as the Project Manager and main point of contact for this project. Mr. Slintak brings over 35 years of municipal and civil engineering experience, and a deep understanding of managing and designing subsurface utility improvements throughout San Mateo County. Notable projects Ed has managed include:

- Daly City – Santa Cruz, San Diego and Guadalupe Water Main Replacement Project
- Millbrae – Ahwanhee Drive Water, Sewer, and Complete Street Repair
- Morgan Hill – Barrett Avenue Water and Sewer Mains Project
- Hillsborough – Water and Sewer Improvements

Relevant Experience

SECTION

3

Provided below are descriptions of projects that members of the proposed team have recently completed or are currently underway.

Santa Cruz, San Diego and Guadalupe Water Main Replacement Project | Daly City, Ca

The Santa Cruz, San Diego and Guadalupe Water Main Replacement Project is an approximately 1655-foot-long pipeline project located in a hillside residential neighborhood in Daly City. Due to the aging and undersized water infrastructure, the City initiated a water line replacement project to improve pipeline reliability and fire service. Utility work as part of the project includes replacement of the existing water main, replacement of water services up to the meter, and installation of replacement fire hydrants where necessary. ***Ed Slintak serves as the Project Manager assisted by Matthew Pi as the Design Engineer and Hatem Ahmed as the Principal in Charge for this Project.***

Reference: Michael Burnfield, Engineer 1
333 – 90th St, Daly City, CA 94015
(650) 991-5796, mburnfield@dalycity.org

Ahwahnee Drive Water, Sewer, And Complete Street Repair Project | City Of Millbrae, Ca

Ahwahnee Drive is an approximately 1,600-foot-long street segment located in a hillside residential neighborhood in the City of Millbrae. Due to the aging utility infrastructure and deteriorating roadway pavement, the City initiated a complete street repair project. Utility work as part of the complete street repair project includes replacement of the existing sanitary sewer main, reconnection of sewer laterals, installation of new cleanouts and backflow preventers, relocation of the existing water main, and replacement of water services up to the meter where necessary. The project also includes rehabilitation of the existing pavement, installation of ADA compliant curb ramps, and spot repairs of concrete curb, gutter, and sidewalk where deficiencies are noted. Finally, the existing streetlights along the corridor are being upgraded with new streetlight poles and LED fixtures, new streetlight pull boxes are being installed, and a new street light conduit will be installed in the roadway. ***Ed Slintak serves as the Project Manager assisted by Matthew Pi as the Design Engineer and Hatem Ahmed as the Principal in Charge for this Project.***

Reference: Bill Giang, Assistant Engineer
621 Magnolia Avenue, Millbrae, CA 94030
(650) 259-2325, bgiang@ci.millbrae.ca.us

Barrett Avenue Water And Sewer Mains Project | City Of Morgan Hill, Ca

The Barrett Avenue Water and Sewer Mains Project in the City of Morgan Hill involved upgrading sewer and water facilities. The project area was approximately 4,200 linear feet along Barrett Avenue and the utilities cross under Highway 101 and the Santa Clara Valley Water District's Madrone Channel. Within this project area, approximately 3,785 LF of 18" replacement sanitary sewer main and 1,940 LF of 16" replacement water main were installed. Trenchless construction methods were designed to install a 30" steel casing for the sewer main and a 24" steel casing for the water main each with a length of 390 LF under the highway and Water District channel. The replacement sewers were installed using pipe bursting, while new water mains were constructed parallel to the existing using traditional cut and cover. Sanitary sewer manholes were modified to conform to the increased pipe size and sewer laterals were reinstated. Water service connections and fire hydrant connections were also reinstated. CSG Consultants prepared the plans, specifications, and estimate for this project, assisted in obtaining permits, and provided construction support. CSG also provided constructability reviews during design. Ed Slintak served as the Project Manager for this Project.

Reference: Lynette Kong, Associate Engineer
17575 Peak Avenue, Morgan Hill, CA 95037
(408) 310-4714, Lynette.kong@morganhill.ca.gov

Water And Sewer Improvements | Town Of Hillsborough, Ca

CSG, led by Ed Slintak, served as Program Manager for upgrading the Town's sanitary sewer collection and water system, reporting directly to the Town's Director of Public Works as well as presented findings, recommendations and status reports to the City Manager and City Council. CSG managed and performed all design work financed by revenue bonds for the Town with a construction value of approximately \$15 million. CSG worked closely with the Town to evaluate and prioritize water facilities most in need of upgrades to be financed by the bond measure. CSG prepared the construction documents for this multi-year program. Improvements included replacement of two 0.5M gallon water tanks, addition of pump stations to increase fire flow capacity and the replacement of over 7 miles of water mains through the curvilinear hillside streets of Hillsborough. The new mains were primarily 12" cast iron pipes. Meter upgrades and hydrant replacements were also part of the project. CSG also performed Construction Management and inspection functions for the projects.

CSG engineers managed video inspection of over 100,000 lineal feet of sewer mains, pipe bursting of over 12,000 linear feet and lining with Cured in Place Pipe (CIPP) of over 35,000 feet of pipe. CSG also designed and managed construction of new mains utilizing trenching methods such as a bypass line (Pinehill-Ralston Sewer main) to eliminate sections of sewer main within an active landslide. The approximately \$1 million project utilized traditional trenching methods. **Ed Slintak served as Project Manager for these projects assisted by Michael Laderman as the QA/QC reviewer.**

Reference: Paul Willis, Director of Public Works
1600 Floribunda Ave, Hillsborough, CA 94010
(650) 375-7444, pwillis@hillsborough.net

Utilities Program Management | City Of Morgan Hill, Ca

CSG provided program management, design, and construction management services to the City for their \$18 million sewer and water improvement program, as part of the City's bond measure. In addition to program management services, CSG provided the following tasks

- Work with City in preparing each project scope of work, budget, and schedule.
- Prepare RFP documents for design services per the City requirements for each project
- Prepare documents required to obtain Authorization to Proceed with Construction
- Coordinate with other stakeholders/agencies – Santa Clara Valley Water District, PG&E, Charter, and Verizon/Frontier
- Oversee projects during the planning, design, and construction phases
- Prepare contract award package per the City requirements
- Attend City Council and public meetings and assisting with material preparation for the meetings
- Perform construction management for various utility projects
- Program and projects control and program close-out



CSG coordinated the design teams of two separate projects (water line and water tank) to help reduce the overall cost of the projects. Hatem Ahmed served as the Program Manager acting on the City's behalf assisted with Ed Slintak and Michael Laderman for design reviews.

Reference: Lynette Kong, Associate Engineer
17575 Peak Avenue, Morgan Hill, CA 95037
(408) 310-4714, Lynette.kong@morganhill.ca.gov

Project Approach, Organization, & Local Presence

SECTION

4

Daly City (City) is proposing to implement the St. Francis Water Main Replacement Project (Project) to improve water service, increase water main reliability, reduce water loss and the number of main breaks in the service area. The total length of the project is approximately 1,150 linear feet (LF) and will include 8" replacement water main. CSG is highly experienced with design of these types of improvements located in residential streets utilizing open cut trench method, pipe bursting, and horizontal drilling. CSG is knowledgeable in the latest American Water Works Association (AWWA) and Department of Drinking Water (DDW) standards for water main installation including Ductile Iron (DI) and Polyvinyl Chloride (PVC) pipe.

In preparation of this proposal, and to familiarize ourselves with the Project, CSG has reviewed the RFP and City Design Standards, performed a site visit at the project location, assembled a high-quality team, discussed internally to determine the best approach, and developed viable project alternatives.

St. Francis Ave is a residential street of single-family homes with approximately 50ft wide roadway width. The street has bike lane, curb, and sidewalk on both sides of the corridor with storm drain, sanitary sewer and water main located in the street. **Existing overhead utilities are running behind the homes instead of along the street and should not impact the project.** No recent roadway improvements including slurry seal were observed. Both sides of the street are available for parking.



Figure 1 Northbound St. Francis Blvd (Roadway Width)

CSG confirms receipt of Addendum #1 to the RFP and understands the City's intent to replace all mains along St. Francis Blvd including the 6" AC, 1.5" PE, 2" GS and 1.5" CU with new 8" PVC or Ductile Iron water main. CSG intends to propose replacing all water service manifolds typically seen in San Bruno with 1" or greater, separate service connections for each property. All meters $\frac{3}{4}$ " or greater will be reused. With direction from the City, all meters less than $\frac{3}{4}$ " will be replaced along with all meter boxes (including traffic rated boxes).

CSG recommends the use of open trench method for installation of water main along St. Francis and to forgo a pipeline assessment report. Trenchless methods (horizontal directional drilling and pipe bursting) were evaluated and found to be of no additional benefit in terms of cost savings, improved constructability, or reduced impact to residents and traffic. The roadway surface is average with no recent resurfacing or slurry seals to benefit from trenchless installation methods.

Horizontal directional drilling (HDD) and pipe bursting (bursting) were evaluated and found to be disadvantageous for the Project. Typically, trenchless methods are used to mitigate potential construction impacts by minimizing excavation area and pavement restoration. For this project, trenchless installation methods will still require additional excavation at each service reconnection and hydrant installation negating potential benefits.

Open trench excavation is the ideal method for installation at this location. **Open trench excavation will provide access for all tie-ins, service connections and hydrants, and greatly reduce the risk of damaging existing utilities in the street through hand digging, as needed. Lastly, open trench construction will allow for corrosion protection installation, if needed, depending on pipeline material choice and the geotechnical report.**

CSG understands the City anticipates the design will begin on October 10th, 2022 and the Final Design Documents will be submitted in May 2023. It is assumed that the City is responsible for obtaining any environmental approval. In reviewing the site conditions and understanding the standards of the City and San Mateo County, CSG is confident in its ability to prepare design documents in a timely manner and to meet the anticipated design completion deadline. The design work will be performed out of CSG's Foster City office, using experienced engineers and designers. Our Foster City location provides easy access to meet with the City staff and visit the site as necessary to verify existing conditions or investigate unusual conditions.

WATER INFRASTRUCTURE APPROACH

Our general approach to water infrastructure projects is described herein. A project specific approach will be developed to match the project requirements, complexity, and the needs of the City. CSG will work with the City staff to develop a detailed design appropriate for this project.

Data Gathering and Condition Assessment

CSG will request existing pertinent information from the City at the beginning of the project. Meeting with the City operations and engineering staff at kick-off will ensure that the project is fully understood and any design preferences are identified. CSG will conduct additional surveys, investigations, and inspections as necessary for the cost-efficient completion of the specific project.



Figure 2 Southbound St. Francis Blvd & Bike Lane

Project Definition

CSG will perform a preliminary engineering analysis of the proposed improvements. This task will take place concurrent with the utility research as the existing utility locations may ultimately decide the location of improvements. CSG will recommend an alignment that best suits the project location and City's needs. CSG will analyze potential issues and will provide alternatives and recommendations.

Utility Research

It is necessary to identify all potentially conflicting utilities throughout the project limits in the early phases of design. CSG's primary goal will be to avoid interference with existing infrastructure; however, where conflicts cannot be avoided, team engineers will identify the need for their relocation. For projects in public rights-of-way, CSG may use the expertise of a professional underground utility locator, and contact individual utility companies and the City staff, as needed. Potholing critical utilities may be required.

Design Plans and Specifications

CSG typically prepares construction documents with submittals of plans and specifications at the 35%, 65%, 95% and final stages of design. These submittals are intended for review and comment by the City. After each submittal CSG will meet with the City staff to review and discuss the submittal. Comments, changes and requests by the City will be integrated in the subsequent submittals. Due to the numerous existing utilities in the street with varying depths of cover, maintaining a 1' vertical separation above sanitary sewer and storm drain at crossings may be difficult. Such cases will require obtaining a variance waiver from DDW. CSG will work with the City to apply for any DDW Pipeline Separation Variance Waivers required due to deficient crossing or clearances between the proposed water main and existing utilities. Plans will be produced in AutoCAD and will be submitted to the City in both electronic and hard-copy format. Depending on the City's preference, technical specifications can be provided as a camera-ready document or in a variety of electronic formats.

Bidding and Construction Support

CSG is prepared to provide consultation to the City during the bidding and construction phase of the project. Construction support may include attendance at the pre-construction meetings, reviewing and responding to requests for information (RFIs), assisting with questions regarding interpretation of drawings, specifications, and reports, shop drawings and product submittal review, attendance at meetings and site visits as requested by the City, evaluating construction change orders, and reviewing construction for acceptance as required.

Record Drawings and Project Close-Out

CSG can assist the City with closing out the Construction Contract. Once the project is complete, our engineers will provide the City with record drawings showing the as-built conditions. The record drawings will be produced from marked up plans maintained by the contractor and inspector in conformance with project specifications.

PROJECT MANAGEMENT APPROACH

Project Management

CSG is able to assist the City in delivering this water main improvement project. CSG will also work with all stakeholders, utility companies, and permitting agencies. Below is a typical CSG approach in managing projects once CSG is authorized to perform the requested tasks:

Project Management Plan

CSG will implement a project management plan including all project elements establishing the project scope of work, budget, schedule, and design standards to allow for solid traceability and accountability for any changes from the project baseline components. In addition, our team will identify any potential variances early in the project phase to allow for the development of an alternative approach to prevent potential schedule or cost slippages. We intend to do this by offering real-time data to the City through our regular contact with the City Project Manager.

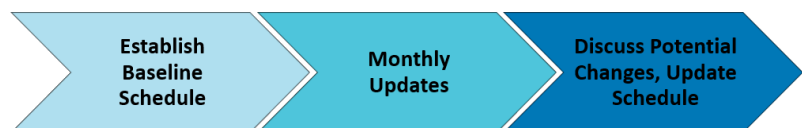
Scope/Control Management

Scope control occurs with the development of a well written scope of work as defined by the City. As changes are identified, a change request process will be followed encompassing the cost and schedule impact of each potential change, as well as the additional scope description. Potential changes will be included in a Monthly Report that will be discussed weekly with the City. As changes are approved or rejected, the appropriate revisions will be made to the Scope of Work and the schedule/cost baseline will be revised and resubmitted for approval by the City.

Schedule Management

A baseline schedule will be developed and submitted for approval by the City for the project. CSG will use Microsoft Project tools to ensure that contractually required dates are met. Any potential changes to the schedule will be presented to the city for review and approval. Once changes are approved, the schedule will be updated and finalized.

PROJECT SCHEDULING CONTROL



Budget/Cost Management

Once the project is awarded, CSG will track the approved budget and provide monthly updates on budget status. If a project change

PROJECT COST CONTROL



is requested, it will be tied to a change order and the schedule and budget will be revised accordingly. All baseline revisions and change orders will be tracked and documented.

A Project Quality Management Plan will be drafted and submitted as part of the QA/QC Implementation Plan that will include the review requirements for design work and the QA/QC process during construction. This will be inclusive of all process and testing requirements and the contractor's ability to follow its process and ensure successful testing of installed work.

Subconsultants Management and Stakeholder Coordination

CSG understands that solid team building and cooperation are required for the successful completion of this project. To ensure effective teamwork, our team will hold regular meetings with the City and utility companies to confirm project goals and objectives. A clear understanding of each person's role in the project is essential and will be communicated to each team member. This approach allows each team member to properly allocate his/her resources and make the necessary commitments to the project.

Effective Communication, Project Coordination, and Review Meetings

CSG prides itself on its ability to effectively communicate, build relationships, and partner with its clients. To effectively communicate throughout the project, CSG staff will actively participate in meetings, provide progress updates, and provide clear lines of communication for the City to reach us via email, office phone, cell phone, and even cell phone text messaging. Effective communication is essential to project success.



For the duration of the project, Ed Slintak, PE, CSG's Project Manager, will act as the single point of contact to coordinate the project with the City. Coordination efforts will consist of conference calls, emails, and any necessary in-person meetings. For the discussion of project issues, a conference call and/or emails should suffice to share feedback from the City.

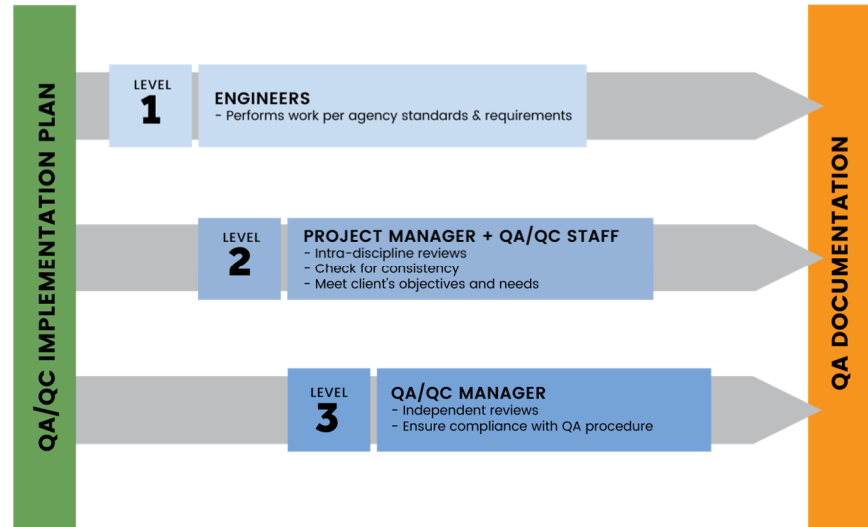
In addition to on-going coordination, the CSG team will meet with City staff at the kick-off meeting and the design review meetings. During these meetings, CSG will meet with the City to review the progress of the project, discuss any review comments provided by the City and stakeholders, review the project schedule and budget, discuss any project issues with design, and identify action items for all parties. CSG will also be readily available to meet during the bidding and construction phases of the project.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

CSG's in-house QA / QC Implementation Plan utilizes a peer review process with multi-level internal project checking. As highlighted in the organizational chart for this design project, **Michael Laderman, PE**, will be dedicated to the QA / QC Implementation Plan and will be responsible for the following:

- Establishing guidelines & assigning accountable personnel and responsibilities for each task
- Assuring that all deliverables are reviewed, including products from subconsultants
- Monitoring the process to assure that the schedule and budget are followed
- Participating in the internal and external reviews
- Reviewing and signing off on deliverables before submittal to the City

All technical products, including technical engineering reports, studies, design notes, mapping, drawings, and engineering cost estimates are subject to a multi-tiered approach for review to ensure that all products are checked for accuracy, correctness, completeness, and conformity with standards. The tiers will include routine checking and scheduled reviews by Project Manager and QA / QC staff. Mr. Laderman will conduct periodic audits of the QA / QC review process to ensure that reviews are being properly conducted and documented by all team members. Each task for which we are selected will receive formal QA / QC review at the various submittals, and reports will receive reviews at the draft and pre-final submittal stages.



Deliverables will be reviewed for:

- Conformance to approved formats, criteria, specifications, & professional standards of practice
- Adequacy, clarity, ease of interpretation
- Constructability
- Compatibility of design discipline interfaces
- Errors and discrepancies
- Coordination with related designs and project elements
- Integration of design disciplines
- Incorporation of design changes
- Conformance to required environmental mitigation

Review comments made by QC reviewers will be in writing. Comments may also be placed in the documents being reviewed, but all comments for which a response is desired will be transcribed onto the comment forms. A log to record QC measures taken during the course of the project, including corrective actions taken, will be maintained by the Project Manager.

SCOPE OF WORK

This Scope of Work of the St. Francis Water Main Replacement Project is for the replacement of existing water mains to address fire flows and aging infrastructure in Daly City. The Project consists of installation of water main along St. Francis Boulevard, and includes the installation of replacement services, fire hydrants, blow-offs, air release valves, fittings, and associated appurtenances. CSG has reviewed the RFP and agrees with the scope of consultant services identified by the City but recommends omission of the pipeline assessment report. To clarify and organize the scope into separate tasks, we have summarized CSG's approach below. CSG will perform the following tasks:

Task 1 - Project Management and Coordination

Upon issuance of a Notice to Proceed, CSG will schedule a Kickoff meeting with the City and relevant utility companies and agencies to clearly identify and discuss the project objectives, scope, schedule and budget. At this meeting, points of contact will be established; schedules will be reviewed; standards and guidelines will be identified; and expectations communicated. CSG will set up and manage the project, attend design team

meetings and provide continuous coordination. CSG will perform constructability reviews, quality assurance and quality control prior to each milestone submittal and in conformance with the City's Standards. CSG will maintain all records and documents related to the projects on file and make them available in the event of an audit. Throughout the entire project, CSG's Project Manager will act as the single point of contact to coordinate the project with the City. Services under this task may include the following:

- Kick Off Meeting coordination and attendance;
- Up to three (3) design meetings/four (4) conference calls with City;
- Coordination with City and subconsultants;
- Quality Assurance and Quality Control review;
- Schedule updates using Microsoft Project;
- Monthly invoices with progress reports

Deliverables:

Monthly progress reports and invoices, monthly project schedules and updates, communication documents including emails and memos, meeting agendas and notes for meetings with City

Task 2 – Project Design and Construction

CSG will verify the limits of the project footprint at the kickoff meeting with the City and **Quiet River Land Services, Inc.** will establish survey controls, perform topographic surveys including visible surface utilities and right of way mapping. CSG will coordinate with the City to attain the necessary permitting and documentation required.

2.1 Topographic Survey – Quiet River Land Services

will establish control and perform topographic survey which includes horizontal and vertical controls (NAD83 and NAVD88 datum) along with topographic survey. The mapping area shall include St. Francis Boulevard between Belhaven Ave and Clarinada Ave (1,150LF). The topographic survey includes existing roadway elements such as pavement edges and crowns, curb and gutter, flowline, back of sidewalk, and other surface elements, sidewalk, existing monuments, utility boxes and vaults, manholes, inlet grates and covers, existing trees, light and power pole and guy wire locations, fire hydrants, bollards, wheelchair ramps, concrete swales, and striping and traffic control paint markings. Survey of utilities will include field verification of manholes to measure inverts and verify pipe sizes and locations.



2.2 Utility Field Verification (Potholing) – CSG will coordinate with utility locating service contractor **Exaro Technologies Corporation** to identify potential utility conflicts within the project corridor that require positive identification through use of potholing. Exaro Technologies will provide utility identification results through field paint marks and an AutoCAD file for use in developing the 65% design.

2.3 Utility Conflict Resolution – CSG will coordinate with various utility companies, including Daly City Public Works, PG&E, Pacific Bell and Comcast that have facilities within the project area to request mapping of their facilities in the area, minimize utility conflicts and discuss the project and utility adjustment, if required. Utilities impacted by the proposed improvements within the project area will be shown on plans. CSG will prepare and submit relocation exhibits if deemed necessary and utility letters with correspondences to utility companies and the City. CSG will meet with representatives from utility companies, if needed, to discuss and resolve any potential conflicts.

- 2.4 **Geotechnical Report** – CSG will coordinate with geotechnical consultant **BAGG Engineers** to produce a geotechnical report summarizing soil conditions and soil types at the project location. BAGG will advance three (3) borings throughout the project footprint, analyze soil conditions through lab testing, and present recommendations on site conditions including suitability for open trench installation. BAGG will also make recommendations for corrosion resistance of the proposed pipeline, if needed.

Deliverables:

Topographic survey data and right of way information in AutoCAD Civil 3D (2018) format, Potholing Results , Utility Map Requests, Relocation Exhibits (if needed), Geotechnical Report

Task 3 – Deliverables (Preparation of Plans, Specifications And Estimates)

CSG will develop plans, specifications and estimates (PS&E) for 65%, 95% and Final stages using the recommended open trench method. The plans set will be combined with the Santa Cruz, San Diego, and Guadalupe Ave Water Main Replacement Project submittals. The plans will be based on the following outline which reflects the type and number of plan sheets anticipated for the project: *Title/General Notes/Key Map/Typical Sections (1 sheet); Layout Plans (5 sheets); Tie-In and Crossing Details (2 sheets); Construction Standard Details (1 sheet), Best Management Practices (1 sheet)*



Assumption: The number of sheets shown in the above table may change based on our final determination during design stage.

The PS&E will be prepared in accordance with the latest City's standards. The City will be provided a minimum of two (2) weeks of review time per each submittal package. CSG will finalize the plans, specifications, and engineer's estimate for the project.

Deliverables:

Plans at 65% submittal; Plans, Specifications and Engineer's Estimates in PDF format at 95% and Final submittal stages; one (1) set of Final Plans on 24"x36" bond paper, three (3) sets of Final Plans on half-sized 11"x17", three (3) sets of Final Bid Specifications in 8-1/2"x11"

AutoCAD drawings will be submitted to the City as ETRANSMIT files, including all external references, images, line weights, and other associated files. Also, electronic copies of Plans shall be provided in Half sized and Full sized in PDF format. MS Word documents and MS Excel documents for bid specifications and Engineer's estimates.

Task 4 – Bid Phase Support Services

CSG will provide bid assistance to the City during the advertisement and bid period. Services will include providing information in response to bidders' questions regarding the plans, specifications and estimates. CSG will prepare addendums to PS&E as needed in response to RFI questions.

Deliverables:

Response to RFIs, Addendums in PDF format

TASK 5 – Construction Support Services

Under this task, CSG will provide engineering support to the City during the construction of the project. Support under this task will be limited to reviewing submittals, responding to Requests for Information (RFIs), providing recommendations for construction changes due to unforeseen field conditions, review of Change Orders, reviewing construction for acceptance, preparing as-builts in AutoCAD format and attending one (1) Pre-Construction Conference. Up to three (3) site visits have been allotted to address changes due to unforeseen field conditions and reviewing construction for acceptance.

Deliverables:

Submittal Markup, Response to RFIs, Construction Change Order Support, Record Drawings in PDF and AutoCAD format

Assumption: *A budget only for this task has been established and will be tracked. Construction staking, inspections, and material testing are not included in this task.*

LOCAL PRESENCE

CSG is committed to this Project and maintains our corporate headquarters within San Mateo County in Foster City, CA.

Appendix: Resumes

SECTION

5

Resumes of proposed staff are provided on the following pages.

- Ed Slintak, PE, Project Manager
- Matthew Pi, PE, Project Engineer
- Michael Laderman, PE, QA/QC Review
- Hatem Ahmed, Principal In Charge

LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| 039925

EDUCATION

Bachelor of Science, Civil Engineering
California Polytechnic State
University
| San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
(ASCE)

American Public Works Association
(APWA)

Mr. Slintak has over 35 years of experience in all aspects of transportation and municipal engineering, including project management and design group management. His design experience encompasses a wide variety of projects, including highways and streets, traffic signals and signing, street lighting, sewers and utilities, information technology systems, bus and rail maintenance facilities, and water treatment facilities.

RELEVANT EXPERIENCE

Santa Cruz, San Diego, and Guadalupe Water Main Replacement Project | Daly City, Ca

Ed serves as the Project Manager for waterline improvements along Santa Cruz, San Diego and Guadalupe Ave. The project abandons and replaces existing water main to address fire flows and aging infrastructure. Project work includes replacement of 1,655 linear feet of water main, water services up the meter, meters less than ¾", hydrants, valves, blow-offs, fittings, and associated appurtenances. Other work includes removal of water service manifolds, replacement of all meter boxes (including traffic-rated boxes), and replacement of W-2 combination domestic/fire services. The project has reached the 35% design milestone and is under review with Daly City.

Ahwahnee Drive Water, Sewer, And Complete Street Repair Project | City Of Millbrae, Ca

Ed served as the Project Manager for waterline, sewer line, and roadway improvements along Ahwanhee Drive. Due to the aging utility infrastructure and deteriorating roadway pavement, the City initiated a complete street repair project. Utility work as part of the complete street repair project included replacement of the existing sanitary sewer main, reconnection of sewer laterals, installation of new cleanouts and backflows, relocation of the existing water main, and replacement of water services up to the meter where necessary. The project also included rehabilitation of the existing pavement, installation of ADA compliant curb ramps, and spot repairs of concrete curb, gutter, and sidewalk where deficiencies were noted. Finally, the existing streetlights along the corridor were upgraded with new street light poles and LED fixtures, new street light pull boxes were installed, and a new street light conduit was installed in the roadway.

Barrett Avenue Water And Sewer Mains Project | City Of Morgan Hill, Ca

Ed served as the Project Manager for upgrading sewer and water facilities along Barrett Avenue. The project area was approximately 4,200 linear feet along Barrett Avenue and the utilities cross under Highway 101 and the Santa Clara Valley Water District's Madrone Channel. Within this project area, approximately 3,785 LF of 18" replacement sanitary sewer main and 1,940 LF of 16" replacement water main was installed. Trenchless construction methods were designed to install a 30" steel casing for the sewer main and a 24" steel casing for the water main each with a length of 390 LF under the highway and Water District channel. The replacement sewers were installed using pipe bursting, while new water mains were constructed parallel to the existing using traditional cut and cover. Sanitary sewer manholes were modified to conform to the increased pipe size and sewer laterals were reinstated. Water service connections and fire hydrant connections were also reinstated.

Water And Sewer Improvements | Town Of Hillsborough, Ca

Ed managed the design for upgrading the Town's sanitary sewer collection and water system, reporting directly to the Town's Director of Public Works as well as presented findings, recommendations and status reports to the City Manager and City Council. He oversaw design work financed by revenue bonds for the Town with a construction value of approximately \$15 million. He managed video inspection of over 100,000 lineal feet of sewer mains, pipe bursting of over 12,000 linear feet and lining with Cured in Place Pipe (CIPP) of over 35,000 feet of pipe.

Matthew Pi PE

Senior Engineer



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 82098

EDUCATION

Bachelor of Science, Civil Engineering
University of California | Davis, CA

Mr. Pi brings over 11 years of professional engineering experience, with a strong focus on water utility and water resource project management and design. He is knowledgeable in the development and implementation of Capital Improvement Projects; preparation of plans, specifications, and estimates, contract development, management, and administration; and preparing technical and staff reports.

RELEVANT EXPERIENCE

Ahwahnee Drive Water, Sewer, And Complete Street Repair Project | City Of Millbrae, Ca

Matthew served as the Project Engineer for waterline improvements along Ahwanhee Drive. Due to the aging utility infrastructure and deteriorating roadway pavement, the City initiated a complete street repair project. Utility work as part of the complete street repair project included replacement of the existing sanitary sewer main, reconnection of sewer laterals, installation of new cleanouts and backflows, relocation of the existing water main, and replacement of water services up to the meter where necessary. The project also included rehabilitation of the existing pavement, installation of ADA compliant curb ramps, and spot repairs of concrete curb, gutter, and sidewalk where deficiencies were noted. Finally, the existing streetlights along the corridor were upgraded with new street light poles and LED fixtures, new street light pull boxes were installed, and a new street light conduit was installed in the roadway.

Water Main Replacement Program Projects | Various Locations, Ca

Matthew served as lead Designer and Project Manager (PM) for the California Water Service (Cal Water) Water Main Replacement Program in 2016 and 2017. As lead Designer and PM, Matt designed and facilitated installation of more than a dozen water main replacement projects in the regions of Woodside, Atherton, San Mateo, Los Altos, San Carlos, and Salinas. All main was installed using open cut excavation utilizing both Ductile Iron (DI) and Polyvinyl Chloride (PVC) pipe. Bore and Case installation was also used on select projects to mitigate railroad crossings. In total, more than 25,000 linear feet of main was installed throughout California and totaled more than \$20 million. Matt prepared the plans and specifications for these projects, assisted in obtaining permits, and provided construction support. Matt also helped to evaluate future main replacement locations through analysis of pipe life cycles and leak occurrences.

Engineering Project Manager | California Water Service, San Jose, CA

As Engineering Project Manager, Mr. Pi was responsible for the design, project management, and construction management of capital improvement projects including pipelines, tanks, pump stations, and treatment plants. He developed capital improvement project plans and budgets; reviewed and created plans, specifications, and estimates; and prepared and reviewed bid specifications. Mr. Pi was also responsible for managing construction and consultant work, change orders, invoices, inspection/validations, and requests for information. Noteworthy projects he completed included the Bear Gulch Fish Ladder, in Woodside, CA, a \$4 million dam improvement project for environmental compliance; and the Polhemus Pipeline in San Mateo, CA, a \$2M pipeline project near an environmentally sensitive creek.

Design Supervisor | California Water Service, San Jose, CA

As Design Technician Supervisor, Matthew supervised six design technicians who supported the capital improvement department and whose primary function was to provide engineering services and support to safely execute capital projects on scope, schedule, and budget. He was responsible for overseeing the development of design/CAD plans for capital projects, used to secure permits, define work scope for bidding and construction, and serve as permanent records for the assets. Additional responsibilities included developing and maintaining standard details and providing field data collection support including conducting field topographic surveys.

Hatem Ahmed PE, PMP

Principal-in-Charge & QA/QC Manager



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 46995

Professional Project Manager
State of California | 195197

EDUCATION

Master of Science in Structural
Engineering,
Washington University | St. Louis, Mo

Bachelor of Science in Civil
Engineering,
Washington University | St. Louis, MO

Project Management Certificate
San Jose State University, 2003

PROFESSIONAL AFFILIATIONS

American Public Works Association
South Bay Transportation Official
Association

Project Management Institute
Toastmasters International
Club: 4840673

Mr. Ahmed has 30 years of diverse experience in the transportation field in the areas of planning, design management, outreach and agency coordination, program management, and construction management. He has experience ranging from small projects to complex programs.

For CSG, Mr. Ahmed is the Vice President responsible for overseeing CSG's Engineering Department, including design, land development, and program management/staff augmentation services. He also serves as the contract manager for multiple clients and provides general QA/QC of various projects.

RELEVANT EXPERIENCE

Utility Program Management | City of Morgan Hill, CA

Mr. Ahmed provided technical program management support for the City's \$20 million sewer and water improvements program. He oversaw the review of program's scope, budget, and schedule, ensuring all projects within the program would be delivered on schedule.

Capital Improvement Management | Town of Hillsborough, CA

As CSG's Contract Manager for the Town of Hillsborough, Mr. Ahmed oversaw CSG's design, land development, project management, and construction management services. Responsibilities included coordinating with the Town's Public Works Department staff, operations staff, maintenance staff, Building and Planning Department staff, and administrative staff, in order to perform management and coordination services in the areas mentioned above.

Ralston Avenue Pepper Avenue Hydraulic Capacity Improvements Project | Town of Hillsborough, CA

Mr. Ahmed performed QA/ QC review for the design of this project. The project included the upsizing of the existing sewers in Hillsborough Boulevard, Pepper Road, Ralston Road and Floribunda Avenue to improve the Hydraulic Capacity of the System. The Design also involved the replacement of existing sewer laterals.

Program and Project Management for Measure D and Capital Improvements Projects Programs | Santa Cruz County Regional Transportation Commission (RTC)

Mr. Ahmed serves as the CSG project manager for the RTC's Measure D and other Capital Improvement Programs. Measure D is a source of funding for street and road maintenance, bicycle and pedestrian projects, safety projects, transit and other essential transportation projects. As part of the Team's role, he oversees the project management, project controls, environmental permitting, and public outreach assistance to aid in the planning and delivering of highway, neighborhood, rail, and active transportation projects.

Santa Clara County Measure B Improvement Program | Santa Clara Valley Transportation Authority Capital Highway Program

Mr. Ahmed served as Deputy Program Manager/Engineering Manager for three concurrent VTA Highway Programs, responsible for managing the development, design, outreach, construction, and delivery for several transportation projects for the VTA Highway Program. Programs included twenty transportation improvement projects with a total value over \$800 million. Mr. Ahmed managed the program budget to ensure on time and on budget delivery of the program to the Santa Clara County residents.

Michael Laderman PE

QA/QC Reviewer



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| 22563

EDUCATION

Bachelor of Engineering, Civil
Engineering
City College of New York
| New York, NY

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
(ASCE)
American Water Works Association
(AWWA)
Water Environment Federation
(WEF)
Chi Epsilon

Mr. Laderman has over 45 years of experience in the planning, design and construction of pipelines, water and wastewater facilities, bus and rail transportation maintenance facilities, flood control projects, navigation projects, slide repairs, and site development for institutional buildings and industrial facilities.

As a Project Manager he has provided oversight of schedules and budgets, negotiated scopes of work with clients and subconsultants, and coordinated activities. As a Project Engineer and Lead Engineer, he has prepared plans, specifications and cost estimates. As a Resident Engineer Mr. Laderman has inspected construction, prepared clarifications, responded to RFI's and negotiated change orders. As a Construction Administrator has also coordinated construction services and reviewed shop drawings. His experience also includes project planning including development of conceptual designs, economic analysis, and coordination with public agencies and citizens' groups.

For many years Mr. Laderman was the Chief Civil Engineer and Chief of Specifications for Kennedy/Jenks Consultants. He has also been employed by other consulting firms and the Corps of Engineers.

He is the co-author of a paper "Large Diameter Pressure Pipeline Rehabilitation."

RELEVANT EXPERIENCE

Barrett Avenue Water And Sewer Mains | City Of Morgan Hill, CA

As Project Manager, Mr. Laderman led the design team for replacing and upsizing water and sewer mains in 4,200 feet of street and easements. The project included jacked casings under Highway 101 and an adjacent SCVWD flood control channel. CSG assisted the City in obtaining permits from Caltrans and the SCVWD.

Water Mains and Pressure Reducing Stations – Vista and Forest View Zones | Town of Hillsborough, CA

As Project Engineer, Mr. Laderman prepared contract documents for this project which included replacing 1,600 feet of a 12 inch diameter main in an easement, 700 feet of 6 inch to 12 inch mains in streets and five pressure reducing stations.

San Andreas Pipeline No. 3 Rehabilitation | San Francisco Public Utilities Commission, CA

As Project Manager, he led the design team for this rehabilitation of 16,600 feet of 66-inch prestressed concrete cylinder pipe by sliplining with welded steel pipe. Much of the project was located in backyards and condominium parking lot easements. Mr. Laderman conducted a public meeting to introduce the project to the community.

Vista Tank Restoration | Town of Hillsborough, CA

Mr. Laderman managed the planning and the initial design of this project which replaced two storage tanks and a pump station on a small site. The previous 350,000-gallon steel tank and previous abandoned wood tank were replaced with a 580,000-gallon prestressed concrete tank. The previous pump station with two pumps was replaced with a pump station with two pumps of a capacity close to previous in a larger, up-to-date structure. He managed a team that included five subconsultants (Geotechnical, Pump Station, Electrical, Landscaping and Arborist), coordinated with the tank design/builder. Under his supervision, CSG staff prepared bid plans, specifications and cost estimate for the General, Civil, Architectural, and Structural disciplines. CSG also provided construction support services for the Civil, Architectural, and Structural work.

Darrell Tank No. 3, Improvements and Coatings | Town Of Hillsborough, CA

As Project Manager / Project Engineer, Mr. Laderman prepared plans and specifications to install structural improvements, water mixing improvements, and recoating a one-million gallon steel water storage tank

DALY CITY - SAINT FRANCIS WATER MAIN REPLACEMENT PROJECT
RESOURCE ALLOCATION ESTIMATE (PREPARED BY CSG Consultants, 10/19/2022)

Task Description	CSG Consultants, Inc.					Sub-Consultants			Grand Totals (CSG & Subs)
	Principal Engineer	Senior Engineer	Associate Engineer	Hours	Cost	QUIET RIVER (Field Surveying)	BAGG (Geotech)	EXARO (Potholing)	
Category	\$240	\$205	\$170						
TASK 1 - Project Management And Coordination									
Kickoff Meeting	2	2		4	\$ 890				\$ 890
Coordination with City	4	4		8	\$ 1,780				\$ 1,780
Schedule Update	2	2		4	\$ 890				\$ 890
Progress Reports	8			8	\$ 1,920				\$ 1,920
Invoices	4			4	\$ 960				\$ 960
Project Team Meeting (3), Teleconference (4)	8	8		16	\$ 3,560				\$ 3,560
Subtotal - Task 1	28	16	0	44	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
TASK 2 - Project Design and Construction									
Utility Research		4	4	8	\$ 1,500				\$ 1,500
Topographic Survey and Right of Way Mapping	2			2	\$ 480	\$ 9,680			\$ 10,160
Geotechnical Report	2			2	\$ 480		\$ 21,175		\$ 21,655
Utility Locating (Potholing)		2		2	\$ 410			\$ 10,875	\$ 11,285
Subtotal - Task 2	4	6	4	14	\$ 2,870	\$ 9,680	\$ 21,175	\$ 10,875	\$ 44,600
TASK 3 - Deliverables (65%, 95%, Final PS&E)									
65% Plans, Estimate	4	32	64	100	\$ 18,400				\$ 18,400
95% Plans, Specifications, Estimate	4	16	24	44	\$ 8,320				\$ 8,320
Final Deliverables Package	2	8	16	26	\$ 4,840				\$ 4,840
QA/QC	8			8	\$ 1,920				\$ 1,920
Subtotal - Task 3	18	56	104	178	\$ 33,480	\$ -	\$ -	\$ -	\$ 33,480
TASK 4 - Bid Phase Support Services									
Response to RFIs	2	4	4	10	\$ 1,980				\$ 1,980
Addendum to Bid Documents	2	4	8	14	\$ 2,660				\$ 2,660
Subtotal - Task 4	4	8	12	24	\$ 4,640	\$ -	\$ -	\$ -	\$ 4,640
TASK 5 - Construction Support Services									
Submittal Review	2	8		10	\$ 2,120				\$ 2,120
Response to RFIs	2	8		10	\$ 2,120				\$ 2,120
Change Orders Support	2	6		8	\$ 1,710				\$ 1,710
Field Visits (3)	6	6		12	\$ 2,670				\$ 2,670
Record Drawings	1	4	8	13	\$ 2,420				\$ 2,420
Subtotal - Task 5	13	32	8	53	\$ 11,040	\$ -	\$ -	\$ -	\$ 11,040
TOTAL TASKS 1-5	67	118	128	313	\$ 62,030	\$ 9,680	\$ 21,175	\$ 10,875	\$ 103,760

Daly City - St. Francis Water Main Replacement Project

Preliminary Project Schedule (by CSG Consultants, Inc.)

ID	Task Name	Duration	Start	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
1	Notice to Proceed	1 day	Mon 11/14/22	◆																				
2	Task 1 - Project Management & Coordination	291 days	Tue 11/15/22	▼																				
3	Kickoff Meeting	1 day	Tue 11/15/22	◆																				
4	Preliminary Research	5 days	Wed 11/16/22	▼																				
5	Field Investigation	1 day	Wed 11/16/22	▼																				
6	Monthly Progress Reports & Invoices	291 days	Tue 11/15/22	▼																				
7	Monthly Project Schedule Updates	291 days	Tue 11/15/22	▼																				
8	Task 2 - Project Design and Coordination	63 days	Wed 11/16/22	▼																				
9	Geotechnical Investigation	30 days	Wed 11/16/22	▼																				
10	Conduct Right of Way Mapping	20 days	Wed 11/16/22	▼																				
11	Perform Topographic Survey	15 days	Wed 11/16/22	▼																				
12	Prepare Survey Drawing	5 days	Wed 12/7/22	▼																				
13	Potholing	10 days	Mon 1/30/23	▼																				
14	Task 3 - Deliverables (Prepare Plans, Specs and Estimates)	133 days	Wed 12/14/22	▼																				
15	Prepare Utility Conflict Maps for Utility Coordination	10 days	Wed 12/14/22	▼																				
16	Prepare 65% PS&E	23 days	Wed 12/14/22	▼																				
17	City Review 65% PS&E	10 days	Mon 1/16/23	▼																				
18	Design Review Meeting with City	1 day	Mon 1/30/23	▼																				
19	Prepare 95% PS&E	20 days	Tue 1/31/23	▼																				
20	City Review 95% PS&E	10 days	Tue 2/28/23	▼																				
21	Final Design Review Meeting with City	1 day	Tue 3/14/23	▼																				
22	Finalize PS&E	5 days	Wed 3/15/23	▼																				
23	Coordinate with Dept of Drinking Water for Crossing Variances	60 days	Wed 3/15/23	▼																				
24	Coordinate with Utility Companies for Relocation/Adjustment	90 days	Mon 2/13/23	▼																				
25	Task 4 - Bid Phase Support Services	26 days	Wed 4/19/23	▼																				
26	Advertise Project	25 days	Wed 4/19/23	▼																				
27	Bid Opening	1 day	Wed 5/24/23	▼																				
28	Task 5 - Construction Support Services	157 days	Mon 5/22/23	▼																				
29	Daly City Council Meeting	1 day	Mon 5/22/23	▼																				
30	Award Project to Contractor	10 days	Tue 5/23/23	◆																				
31	Pre-Construction Meeting	1 day	Tue 7/18/23	▼																				
32	Construction Support	100 days	Wed 7/19/23	▼																				
33	Close-Out	15 days	Wed 12/6/23	▼																				



City Council Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Acceptance of Public Access Easement from the BP3-SF7 2001 JS OWNER, LLC for the Public Access Easement at 2001 Junipero Serra Boulevard

Recommended Action

Staff recommends that the City Council approve and authorize the Interim City Manager to accept, on behalf of the City, the Public Access Easement Deed from the BP3-SF7 2001 JS OWNER, LLC for the access road to Marchbank Park at 2001 Junipero Serra Boulevard.

Background

The BP3-SF7 2001 JS OWNER (Grantor) was issued a building permit on May 31, 2022 from the Building Department to improve the 2001 Junipero Serra Boulevard building's infrastructure for future labs. The applicant requested to use the path west of Marchbank Park in order to stage the crane to install the new HVAC units. During the plan review process, it was determined that there was no public access easement over the access road from North Parkview Avenue to the path west of Marchbank Park. In order for the public to access the path west of Marchbank Park from North Parkview Avenue, the Grantor is required to grant a Public Access Easement for the access road.

Discussion

Acceptance of the Public Access Easement will memorialize public access on the access road over the private property located at 2001 Junipero Serra Boulevard.

The attached legal descriptions and plat maps for the Public Access Easement Deed have been reviewed and approved by staff.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Summary/Conclusion

Staff recommends that the City Council approve and authorize the Interim City Manager to accept, on behalf of the City, the Public Access Easement Deed from the BP3-SF7 2001 JS OWNER, LLC for the access road to Marchbank Park at the 2001 Junipero Serra Boulevard.

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

**Acceptance of Public Access Easement
from the BP3-SF7 2001 JS OWNER, LLC
Meeting Date: December 13, 2022
Page 2 of 2**

Respectfully submitted,



Roland Yip
Senior Civil Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Public Access Easement Deed

RECORDING REQUESTED BY:

City of Daly City

WHEN RECORDED MAIL TO:

City of Daly City
Attn: City Clerk
333 90th Street
Daly City, CA 94015

APN: 002-362-390 & 002-362-400

PUBLIC ACCESS EASEMENT DEED

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax – EXEMPT – Rev. & Tax. C.A. § 11922

Filing Fee – EXEMPT – Gov. Code § 6103

BP3-SF7 2001 JS OWNER, LLC, a Delaware limited liability company (“Grantor”), owner of that certain real property located in the City of Daly City, County of San Mateo, State of California, **HEREBY GRANTS** to the **CITY OF DALY CITY** (“City”), a municipal corporation, a **PUBLIC ACCESS EASEMENT** over and under that certain real property more particularly described and attached hereto as Exhibit A, and depicted on the plat attached hereto as Exhibit B (“Public Access Easement”), for right of ingress and egress across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein.

GRANTOR FURTHER GRANTS TO CITY:

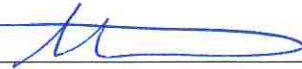
1. The right to review and control the maintenance of any improvements within said easement.

GRANTOR FURTHER ACKNOWLEDGES AND AGREES to the following:

1. Grantor shall maintain the improvements within the Public Access Easement, including sidewalk, curb ramps, pavement, crosswalk, and path of travel to and from the adjacent public right-of-way; and
2. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or under said easement without first obtaining written permission from City. Grantor shall keep the easement area clear from any obstructions that will make the area inaccessible for the purposes described herein.

The conveyance of said easement is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above described real property. This conveyance is binding on the Grantor, its heirs, assigns and successors in interest.

BP3-SF7 2001 JS OWNER, LLC,
a Delaware limited liability company

By:  _____

Name: Michael Gerrity _____

Its: President _____

DATED: November 7, 2022

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.

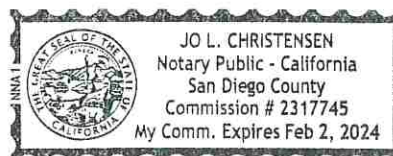
STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On November 7, 2022 before me, Jo L. Christensen, a Notary Public, personally appeared Michael Gerrity, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jo L. Christensen



CERTIFICATE OF ACCEPTANCE
(Government Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the Public Access Easement Deed dated _____, 2022 from DALY CITY BP3-SF7 2001 JS OWNER, LLC, a Delaware limited liability company to the City of Daly City, a municipal corporation, is hereby accepted by the undersigned on behalf of the City of Daly City pursuant to the authority conferred by City Council Resolution No. _____ adopted on _____, 2022, and the City of Daly City consents to recordation thereof by its duly authorized officer.

CITY OF DALY CITY, a municipal corporation

Dated: _____, 2022

By: _____
Thomas J Piccolotti
Interim City Manager

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 _____)
) SS
COUNTY OF _____)

On _____ before me, _____, a 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.

Signature _____

EXHIBIT A

Public Access Easement Description

EXHIBIT A
LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
LANDS OF BP3-SF7 2001 JS OWNER LLC,
A DELAWARE LIMITED LIABILITY COMPANY
APN 002-362-390 & 002-362-400

AN EASEMENT OVER A PORTION OF PARCEL FOUR, AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 1999, INSTRUMENT NUMBER 1999112886 OFFICIAL RECORDS, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL FOUR, THENCE RUNNING ALONG THE EASTERLY LINE OF SAID PARCEL, NORTH 00° 22' 34" WEST A DISTANCE OF 210.97 FEET, THENCE NORTH 89° 07' 00" EAST A DISTANCE OF 105.13 FEET, THENCE NORTH 00° 53' 00" WEST A DISTANCE OF 267.24 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE NORTH 29°07'36" WEST A DISTANCE OF 31.68 FEET, THENCE NORTH 38°28'28" WEST A DISTANCE OF 41.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 45.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°00'07" AND AN ARC LENGTH OF 54.19 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL FOUR ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF NORTH PARK AVENUE, THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 89°07'00" EAST A DISTANCE OF 36.17 FEET, THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 67°49'48" WEST A DISTANCE OF 5.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 23.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°49'40" AND AN ARC LENGTH OF 42.48 FEET, THENCE SOUTH 37°59'52" EAST A DISTANCE OF 36.72 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL FOUR, THENCE ALONG SAID EASTERLY LINE, SOUTH 00°53'00" EAST A DISTANCE OF 45.05 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,330 SQUARE FEET, MORE OR LESS

A PLAT ENTITLED "EXHIBIT B" IS ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:

 10/24/2022
ERIC GILBERTSEN PLS # 7545 DATE



kpff

2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
www.kpff.com

PROJECT NO.	1003-2100-031
SHEET:	1 OF 2

EXHIBIT B

Public Access Easement Depiction

NIANTIC AVE

NORTH PARK VIEW AVE.

N 89°07'00" E 70.00'

S 67°49'48" W 5.67'

26.95'

36.17'

6.88'

MARCH BANK PARK
APN 002-270-020

PARCEL ONE

DOC# 2021-072894
SAN MATEO COUNTY RECORDS
APN 002-362-390
& 002-362-400

2,330 SQ FT

$\Delta=69^{\circ}00'07''$
 $L=54.19'$ $R=45.00'$

$\Delta=105^{\circ}49'40''$
 $L=42.48'$ $R=23.00'$

S 37°59'52" E 36.72'

N 38°28'28" W 41.50'

N 29°07'36" W 31.68'

S 00°53'00" E 45.05'

N 00°53'00.00" W

267.24'

TRUE POINT
OF BEGINNING

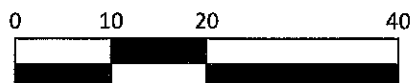
N 00°22'34" W
210.97'

N 89°07'00" E 105.13'

POINT OF
COMMENCEMENT
(SOUTHEAST CORNER
OF PARCEL FOUR,
DOC# 1999-112886)



SCALE



1 INCH = 20 FEET

LEGEND:

————— PROPERTY LINE
- - - - - PUBLIC ACCESS EASEMENT

kpff

2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
www.kpff.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION - PUBLIC ACCESS EASEMENT
LANDS OF BP3-SF7 2001 JS OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY
2001 JUNIPERO SERRA BLVD.

CITY OF DALY CITY / SAN MATEO COUNTY / CALIFORNIA

DATE:	10/12/2022
DRAWN BY:	TAS
CHECKED BY:	ESG
PROJECT NO.	1003-2100-031
SHEET:	2 OF 2



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Resolution Adopting Salary Schedule and Benefits for City Clerk and City Treasurer

Recommended Action

That the City Council adopt a resolution to implement salary/stipend adjustments and benefits for the City Clerk and City Treasurer consistent with previous adjustments granted to other recognized bargaining units.

Discussion

The City Council has authorized the following salary/stipend adjustment and benefits for the City Clerk and City Treasurer as follows:

City Clerk:

- Effective the first full pay period of October 2022 - 4% salary increase
- Effective the first full pay period of October 2023 - 4% salary increase
- Effective the first full pay period of October 2024 - 4% salary increase

City Treasurer:

- Effective the first full pay period of October 2022 - 4% increase to current stipend
- Effective the first full pay period of October 2023 - 4% increase to current stipend
- Effective the first full pay period of October 2024 - 4% increase to current stipend

Retiree Health Benefits:

The retiree health benefit for all employees hired on or after November 14, 2022, shall be limited to the PEMCHA minimum.

For employees hired on or after November 14, 2022, the City shall contribute \$50 per month to the current ICMA retiree health savings account.

Fiscal Impact

The City will need to increase the General Fund budget for FY 2023 to accommodate the salary and benefit increases proposed for the City Clerk and City Treasurer. The budget increases will be brought together with the other bargaining unit changes as part of the mid-year adjustments, most likely in February or March. Staff estimates that the General Fund budget deficit for FY 2023 will increase Citywide by about \$2.32 million to \$4.87 million due to salary and benefits changes resulting from labor negotiations.

Summary/Conclusion

Staff recommends that the City Council adopt a resolution approving salary/stipend adjustments and benefits for City Clerk and City Treasurer.

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

City Council Agenda Report

Subject: Resolution Adopting Salary Schedule and Benefits for City Clerk and City Treasurer

Meeting Date: December 13, 2022

Page 2 of 2

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Natalie Sakkal".

Natalie Sakkal
Director of Human Resources



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Amend City Wide Fee Schedule for the Annual Fire Inspection Fee

Recommended Action

Staff recommends that the City Council adjust the Annual Fire Inspection Fee.

Background

On July 11, 2022, the City Council approved Citywide fee adjustments.

Discussion

Fire staff have reviewed the fees for Annual Fire Inspections as well as New Occupancy/Business Inspections and determined that the level of effort for each type of inspection is the same. Therefore, staff recommends that the Annual Fire Inspection Fee be decreased from \$630 per inspection to \$419 per inspection (and each reinspection thereafter) to align with the New Occupancy/Business Inspection Fee.

Fiscal Impact

The recommended action will decrease General Fund revenue by \$211 per inspection. This budget decrease will be brought to the City Council as part of the Citywide mid-year budget adjustments, most likely in February or March.

Summary/Conclusion

Staff recommends that the City Council adjust the Annual Fire Inspection Fee. Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Timothy J. Nevin
Director of Finance and Administrative Services

Attachment: City of Daly City Master Fee Schedule Proposed Amendment

City of Daly City Master Fee Schedule Proposed Amendment

<u>Fee</u>	<u>Fee Title</u>	<u>Unit</u>	<u>Current</u>	<u>Proposed</u>
5. FIRE				
Required Services				
5.42	Annual fire inspection and each reinspection thereafter	Per inspection	\$630	\$419



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Public Hearing on Community Development and Housing Needs

Recommended Actions

1. Conduct a public hearing to identify community development and housing priorities for the City's Five-Year HUD Consolidated Plan for FY23-24 through FY27-28.
2. Authorize the solicitation of Request for Proposals for FY23-24 Community Development Block Grant funds.

Background

Each year, the City of Daly City receives a federal grant of Community Development Block Grant (CDBG) and HOME funds from the Department of Housing and Urban Development (HUD). The CDBG funds are to be used to meet community development and housing needs that primarily benefit low-income residents, and the HOME funds are to be used to expand the supply of decent, safe and affordable housing for lower income households. HUD requires a community participation process in the allocation of these funds which the City satisfies by holding a public hearing in December on community development and housing needs, and another public hearing in April to hear comments on the draft Action Plan which identifies how the CDBG and HOME funds will be allocated. An Action Plan is prepared annually, and a Five-Year Consolidated Plan is prepared every five years. The Five-Year Consolidated Plan includes a needs assessment and analysis of community development and housing needs, and a strategic plan to address and prioritize the needs. The Action Plan identifies how the CDBG and HOME funds are allocated annually to carry out the strategic plan expressed in the Consolidated Plan.

FY23-24 is the first year of a new Five-Year Consolidated Plan period which begins July 1, 2023 and ends June 30, 2024. Staff is currently working on a needs assessment and analysis of community development and housing needs by reviewing various housing and demographic data. In addition to reviewing this data, staff has partnered with the four other jurisdictions in San Mateo County (County of San Mateo, and the cities of South San Francisco, San Mateo, and Redwood City), who are also in the process of preparing their Consolidated Plans, to conduct community outreach. The community outreach includes a survey of residents and stakeholders, and consultations with various agencies, organizations and community service providers such as the County's Department of Health and the Continuum of Care. The survey was made available in November and will close in early January 2023. Additionally, staff convened a community meeting on November 29 that unfortunately was not well attended. Findings gathered from the survey, consultations, and the December 11 public hearing will inform the Five-Year Consolidated Plan that will guide how CDBG and HOME funds will be allocated.

City Council Agenda Report
Subject: Public Hearing on Community Development and Housing Needs
Meeting Date: December 13, 2022
Page 2 of 5

Discussion

CDBG

The allocation process for CDBG funds involves the issuance by the City of a Request for Proposal (RFP) for various uses of CDBG funds. Proposals that are funded must address the priority housing and community development needs identified in the Five-Year Consolidated Plan. Within the five-year period of the Consolidated Plan, three RFPs will be issued since the City has a two-year CDBG funding cycle unless the funding cycle crosses over into a Consolidated Plan period. For example, an RFP will be issued for FY23-24 and FY25-26, each the first of a two-year funding cycle; and another one for FY27-28, the last year of the Consolidated Plan period. Through the RFP process, the City can fund programs offered by community organizations that address the priority housing and community development needs of lower income Daly City residents.

The allocation of CDBG funds is generally divided into categories of eligible activities. These categories are Administration, Economic Development, Housing, Capital Improvements, and Public Services. The table below shows the allocation percentages of how CDBG funds have been allocated over the current Consolidated Plan period. For reference, Attachment A shows the activities under the different categories funded in FY22-23. HUD caps the Administration category, which goes toward the City's cost to administer the CDBG program, at 20% of the CDBG funds available. The table does not include Administration since the City allocates the maximum it can to Administration. The percentages below do not add up exactly to 80% because the amount allocated to Administration is based on the CDBG entitlement grant plus anticipated program income.

	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23
CDBG funds available to allocate (entitlement grant)	\$1,208,211 (\$1,057,728)	\$1,129,447 (\$1,018,573)	\$1,163,952 (\$1,074,661)	\$1,618,166 \$1,077,165)	\$1,257,827 \$1,005,545)
Economic Development	0%	0%	0%	0%	1.8%
Housing	43.9%	39.2%	40.1%	30.7%	39.8%
Capital Improvements	29.3%	32.8%	33.3%	50.7%	33.6%
Public Services	8.3%	8.9%	7.0%	4.8%	8.1%

Table 1: CDBG allocation

City Council Agenda Report

Subject: Public Hearing on Community Development and Housing Needs

Meeting Date: December 13, 2022

Page 3 of 5

For the current Five-Year Consolidated Plan period, the City's CDBG entitlement grant averaged \$1,040,734. About a third of the CDBG funds each year went towards paying off a HUD Section 108 loan that was used for the construction of the Bayshore Community Center. The final payment on the loan was made in August of 2022, freeing up CDBG funds for other eligible activities in the upcoming Consolidated Plan period. In addition to the 20% Administration cap mentioned earlier, HUD caps the allocation amount of CDBG funds for Public Services at 15%. Note, Table 1 does not include CDBG-CV, CDBG funds that were allocated to respond to the COVID-19 pandemic.

HOME

Eligible funding categories for HOME are Administration, New Housing Construction, Housing Rehabilitation, Homebuyer Assistance, and Tenant Based Rental Assistance (TBRA). HOME regulations require that at least 15 percent of the HOME funds be allocated to a Community Housing Development Organization (CHDO) for housing development, and that a maximum 10 percent of the grant can go towards Administration. The table below shows the amount of HOME funds received during the current Consolidated Plan period.

	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	TOTAL
HOME grant amount	\$412,180	\$355,373	\$380,743	\$389,735	\$390,419	\$1,928,450

Table 2: HOME funds

During the current Consolidated Plan period, the City allocated \$750,000 to emergency TBRA in response to COVID-19. About half of this amount was from HOME funds left over from the prior Consolidated Plan period (FY16-17 and FY17-18), and the other half from the current Plan period. The balance of HOME funds has been allocated to Administration and New Housing Construction. Because of the small amount of HOME funds received each year, the City does not involve an RFP process for the HOME funds. When a specific project has been identified, it will be presented to the City Council for funding consideration. In June 2022, the City Council approved a conditional allocation of \$1,129,804 in HOME funds to a 72-unit affordable housing development on 493 Eastmoor.

Summary/Conclusion

The City receives CDBG and HOME funds from HUD to help the City address housing and community development needs for lower income Daly City residents. HUD requires the City to prepare a Five-Year Consolidated Plan to prioritize the needs and develop a strategic plan. An

City Council Agenda Report

Subject: Public Hearing on Community Development and Housing Needs

Meeting Date: December 13, 2022

Page 4 of 5

Action Plan is required annually to allocate how CDBG and HOME funds will be used to address the needs and implement the strategic plan expressed in the Consolidated Plan.

Staff requests that the City Council conduct the public hearing to receive comments on housing and community development needs which will be taken into consideration when drafting the Consolidated Plan for FY23-24 through F27-28. Notice of this hearing was published in *The Examiner* and was made available on the City's website and at the City Clerk, the Community Service Center, and libraries. Staff also requests the Council to authorize solicitation of a Request for Proposal for CDBG funding for FY23-24.

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

Respectfully submitted,



Lenelle Suliguin
Housing Coordinator



Tatum Mothershead
Director, Economic & Community Development

Attachment:
FY22-23 CDBG Allocation Table

Attachment A: FY22-23 CDBG Allocation Table

ACTIVITY	FY22-23 Recommendations
Administration	
General Administration	\$195,869
Project Sentinel/Fair Housing	\$15,000
subtotal	\$210,869
Capital Projects	
Section 108 Loan Payments (P+I)	\$423,121
subtotal	\$423,121
Economic Development	
Renaissance Entrepreneurship	\$22,637
subtotal	\$22,637
Housing	
Rebuilding Together/Safe at Home	\$20,000
CID/Housing Accessibility Modification (HAM) Program	\$20,000
Residential Rehab	\$460,000
subtotal	\$500,000
Public Services	
Life Moves/Family Crossroads	\$18,000
Legal Aid/Homesavers	\$13,200
Peninsula Family Service	\$30,000
Project Read	\$20,000
*Meal Delivery Program	\$20,000
subtotal	\$101,200
TOTAL	\$1,257,827

* Service provider to be determined.



City Council Meeting Agenda Report

Item #

Meeting Date: December 13, 2022

**Subject: AUTHORIZE AGREEMENT WITH SACRED HEART CATEDRAL
PREPARTORY FOR THE IMPROVEMENTS AND USE AT MARCHBANK
PARK**

Recommended Action

Authorize the Interim City Manager to enter into an agreement with Sacred Heart Cathedral Preparatory for the improvements and use at Marchbank Park located at 10 S Parkview Ave, Daly City, CA.

Background

Marchbank Park has the only full-sized baseball field operated by the City of Daly City. The field is used for City programs and various high school athletic games throughout Daly City. Staff worked with Sacred Heart Cathedral Preparatory (SHCP) on a draft MOU for the use of Marchbank Park by the school athletic program and City of Daly City, which outline proposed upgrades, enhancements, and improvements to Marchbank Park.

The City of Daly City and Sacred Heart have a successful history of joint projects and collaboration that improve and enhance public parks and facilities. In 2019, the City and Sacred Heart improved the baseball facilities at Westlake Park and both the public and the school cooperatively used the field for fun and recreation.

Discussion

Sacred Heart is proposing to revitalize Marchbank Park as outlined in the draft MOU, attached. The proposal include constructing new baseball and softball facilities for the field along with replacing the playing surface with sustainable synthetic turf and associated lines. Among many enhancements, SHCP proposes to install new lights, scoreboard, pedestrian pathways, and screenings. The new facilities and public areas would be consistent with the Daly City Parks and Recreation Master Plan and the proposed upgrades would address many of the action items listed for Marchbank Park. Sacred Heart is committed in this proposal to address stormwater management, synthetic turf life cycle and end of life concerns.

This new field and facilities would be available to the public for multiple athletic sports such as baseball, softball, soccer, and lacrosse, as well as future community events and festivals. The MOU provides Sacred Heart the use the Park for 25 hours a week for 15 years with an ongoing rental fee of \$100,000 per year. The Daly City Department of Library and Recreation would continue to use the field and park on weekdays and weekends in the afternoon, evening and exclusively on Sundays. This will provide ongoing revenue opportunities to the City above the proposed rental fee of Sacred Heart.

City Council Agenda Report

**Subject: AUTHORIZE AN AGREEMENT WITH SACRED HEART CATHEDRAL PREPATORY FOR THE
USE AND IMPROVEMENTS AT MARCHBANK PARK**

Meeting Date: December 13, 2022

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Fiscal Impact

SHCP agrees to pay all costs associated with the planning, preparation, construction, maintenance, and operation of the improvements as outlined in the MOU. After the field and facility enhancements are made by SCHP agrees to pay an ongoing rental fee of \$100,000 for 15 years.

Summary/Conclusion

Attached is the draft MOU outlining the terms and conditions for the construction, improvements, and use of the facilities for the agreement. Staff is available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,



Thomas J. Piccolotti
Interim City Manager

Attachment: Draft MOU

Memorandum of Understanding (MOU)

Sacred Heart Cathedral Preparatory and City of Daly City for Marchbank Park

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the following entities: Sacred Heart Cathedral Preparatory High School, (SHC) 1055 Ellis Street, San Francisco, California, and the City of Daly City, 333 90th Street, Daly City, California.

These entities are partnering on the use of the Baseball Field and associated facilities/areas at Marchbank Park, Daly City, located at 10 South Parkview Avenue from the period of time between January 2024 and January 2039.

The purpose of this MOU is to establish the framework through which, after the City Council of Daly City approved the concept at its meeting held December 13, 2022. The two entities will collaborate and also articulate the specific roles and responsibilities of each partner in implementing the approved field project and field use.

II. Scope of Work

Each party agrees to improvements and enhancements by SHC prior to use of the field. The improvement project proposed by SHC is:

1. Synthetic turf varsity baseball and softball field with possible soccer/lacrosse lines if space allows
2. New dugouts
3. New bullpens
4. New or renovated batting cages
5. New backstop and bleacher seating
6. New accessible pathway from parking garage
7. New scoreboard
8. New protective screening along first and third baselines
9. New concession/restroom structure concept based on square footage-based needs.
10. New sports equipment storage
11. New sports field lighting - option
12. Conceptual Design for the remaining playground, court and public areas based on Daly City Parks and Recreation Master Plan
13. Prepare a writing narrative approach addressing stormwater management, synthetic turf life cycle and end of life concerns.

SHC will carry out these improvement and enhancement projects during the preseason (Fall 2023/Winter 2023-24).

SHC will use its own equipment to ensure the safety of its players and coaches.

III. Funding of field improvement and enhancement project

SHC will assume responsibility for payments to their workers and their vendors in this described field improvement and enhancement project (see section II).

IV. Terms of Use

1. Allow SHC use of Marchbank Park during the three seasons of play for 20 hours a week for a period of 15 years
2. DCDLRS will use Marchbank Park all year on weekdays after 6:30pm and weekends after 2:00pm for its youth teams.
3. SHC will offer Daly City youth opportunities to attend baseball/sports clinics and camps held at Marchbank Park at no charge or a significantly reduced rate.
4. SHC will pay Daly City One Hundred Thousand dollars a year in rental fees for the length of the agreement
5. DCDLRS will use Marchbank Park on Sundays

V. Joint Responsibilities for Communications, Outreach, and Development of Timelines

Each entity agrees to the following joint responsibilities--

- 1) Each will appoint a key contact person. SHCP will be represented by Mr Phil Freed, Athletic Director. Daly City's representative in this partnership is Mr. Thomas J Piccolotti, Interim City Manager.
- 2) These key contacts will maintain frequent communication to facilitate cooperation under this MOU.
- 3) These key contacts will work together to determine appropriate timelines for project updates and status reports throughout the field improvement project preseason period as well as the season.
- 4) Each key contact will carry out MOU terms of as a representative of their entities.

VI. Mutual Indemnification.

It is agreed that the SHCP shall defend, hold harmless and indemnify the City, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the performance of the City or which result from the negligent act or omissions of the SHCP, its officers, and/or employees, provided that this shall not apply to injuries for which the City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that the City shall defend, hold harmless, and indemnify the SHC, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, which arise out of the negligent acts or omissions of the City, its officers and/or employees, other than City, provided that this shall not apply to injuries for which SHC has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the SHC, its officers and/or employees, City, its officers and/or employees, to persons and/or property, which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative indemnity.

The duty of each party to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

VII. Liability Insurance.

SHC is liable for damage including negligence in the performance under this MOU. SHC agrees to maintain a policy of insurance in the minimum amount of \$1 million to cover any negligent acts or omissions committed by SHC or SHC's employees or agents during the performance of any duties under this agreement. General liability insurance shall include endorsements that:

- a. Identify the policy number;
- b. Include a statement that "the City of Daly City, including its officers, employees and volunteers are additional insureds;
- c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to Daly City (30 days prior);
- d. A CG 20 10 11 85 form is required;
- e. Endorsements must be signed by the insurance company or broker, and provided to the City;
- f. Any deviations from the above insurance requirements must be approved by the City Attorney's Office

VIII. Non-Assignability

SHC shall not assign this MOU or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this sections automatically shall terminate this Agreement.

IX. Effective Date/Duration/Termination

This MOU shall take effect from December 2022 and shall remain in effect until January, 2039. This MOU is an at-will agreement and may be modified by mutual consent of authorized officials (see below). It will remain in effect until modified or terminated by one or both entities through mutual consent. This MOU is renewable each year pending approvals between both entities. SHCP or City may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part by giving thirty (30) days written notice specifying the effective date and scope of such termination.

X. Compliance with Laws.

SHCP, and its agents and contractors shall use the standard of care in its profession to comply with all applicable federal, state and local laws codes, ordinances and regulations. SHCP shall ensure that all improvements are done by licensed contractors and meet the industry standards.

XI. Non-Discrimination

SHCP shall not discriminate, on the basis of a person's race, ancestry, sex, creed, color, national origin, religion, age, political affiliation, marital status, medical condition, sexual orientation, or disability, against any employee, applicant for employment, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by SHCP under this Agreement. SHCP shall apply with all applicable federal, state and local laws, policies, rules, and requirements related to equal

opportunity and non-discrimination. SHCP shall ensure full equal employment opportunity for all employees under this Agreement.

XII. Contract Administration

This Agreement shall be administered by the Interim City Manager of Daly City and SHCP's Director of Athletics. All correspondence shall be directed to or through them or his/her designee.

XIII. Notices

Phil Freed, CAA

Director of Athletics

1055 Ellis Street

San Francisco, CA 94109

Any written notice to City shall be sent to:

Thomas J Piccolotti

Interim City Manager

333 90th Street

Daly City, CA 94015

XIV. Governing Law

This Contract and all interpretations thereof shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

1) For Sacred Heart Cathedral Preparatory High School

Signature/Date

Melinda Lawlor Skrade

President

Sacred Heart Cathedral Preparatory

2) For the City of Daly City



12/8/2022

Signature/Date

Thomas J. Piccolotti

Interim City Manager

Cit of Daly City



City Council Agenda Report

Item # _____

Meeting Date: December 13, 2022

Subject: Award Construction Contract for the Community Development Block Grant (CDBG) ADA/Sidewalk Improvements Project

Recommended Action

Staff recommends that the City Council:

- 1) Approve the design documents for the CDBG ADA/Sidewalk Improvements Project;
- 2) Affirm the CEQA determination of Categorical Exemption;
- 3) Accept all responsive bids and award a construction contract for the base bid to Golden Bay Construction Inc., of Hayward, California in the amount of \$426,654.00; and
- 4) Authorize the Interim City Manager to execute all necessary contracts to complete the project.

Background

The CDBG ADA/Sidewalk Improvements Project includes construction of American's with Disabilities Act (ADA) compliant concrete curb ramps, sidewalk, curb and gutter, brick work, utility adjustments, and asphalt conform, within low income areas.

The project is primarily funded by CDBG from the United States Department of Housing and Urban Development (HUD). The CDBG funds have Section 3 requirements of 25% of total labor hours be Section 3 Workers and 5% of total labor hours be Targeted Section 3 Workers. Section 3 is a provision of the Housing and Urban Development Act of 1968 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons.

The base bid includes a total of twenty-two (22) curb ramps located at John Daly Blvd, 2nd Avenue, 3rd Avenue, and Hillside Blvd. The Add Alternate A includes four (4) curb ramps located on Geneva Avenue, and Add Alternate B includes seven (7) curb ramps located on Bayshore Blvd.

Discussion

The construction bid documents were prepared in-house by the Engineering Staff, and by consultants, AETYPIC, Inc. and Pavement Engineering, Inc.

The project was advertised on October 16, 2022, and seven (7) bids were received on November 8, 2022. The lowest six (6) bids ranged from \$255,740.00 to \$618,800.00, the 7th lowest bid had a bid calculation error resulting in a bid of \$9,760,400.00. The lowest six (6) bids and the Engineer's Estimate are summarized as follows:

**Award Construction Contract for the CDBG ADA/Sidewalk
Improvements Project
Meeting Date: December 13, 2022
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Bidder	Base Bid	Add Alternate A	Add Alternate B	Total Bid	Comment on Bidder
1. Mercoza	\$189,000.00	\$34,710.00	\$55,790.00	\$255,740.00	Non-Responsive Bid
2. FJ&I Engineering Inc.	\$250,700.00	\$34,710.00	\$55,790.00	\$341,200.00	Non-Responsive Bid
3. JJR Construction Inc.	\$317,929.75	\$37,318.75	\$59,475.75	\$414,724.25	Non-Responsive Bid
4. FBD Vanguard Construction Inc.	\$385,625.00	\$47,050.00	\$63,950.00	\$496,625.00	Non-Responsive Bid
5. Golden Bay Construction Inc.	\$426,654.00	\$48,510.00	\$75,740.00	\$550,904.00	Responsive Bid
6. Rosas Brothers Construction	\$451,600.00	\$66,500.00	\$100,700.00	\$618,800.00	Non-Responsive Bid
Engineer's Estimate	\$315,180.00	\$35,530.00	\$55,180.00	\$405,890.00	

City staff recommends the bids submitted by the apparent 4 lowest bidders and the 6th lowest bidder be deemed non-responsive due to not filling out or incompletely filling out the required HUD forms. HUD forms with the CDBG Section 3 requirements were to be completely filled out and submitted with the bids. City staff is recommending to award to the 5th lowest bidder, Golden Bay Construction, Inc., who has completely filled out all of the required HUD forms, resulting in their total bid being deemed the lowest responsive bid.

Golden Bay Construction, Inc. of Hayward, California, holds the required Class A contractor's license, which is current and in good standing and they have completed projects throughout the Bay Area including several for the City of Daly City.

After completely evaluating the bids, staff has determined that the most cost effective approach is to award the Base Bid only due to the available CDBG funds. The low responsive base bid for this project is 35% higher than the Engineer's estimates. Staff found their bid reasonable based on the current construction industry market. If approved, it is anticipated that construction for this CDBG ADA/Sidewalk Improvements Project would begin in February 2023 and be completed by June 2023.

Fiscal Impact

The total estimated construction cost for the CDBG ADA/Sidewalk Improvements Project is \$512,000.00, which includes the \$426,654.00 construction contract and an additional \$85,346.00 (20%) for the construction contingency, inspection, and contract administration cost.

The \$512,000.00 is available in project accounts 18-314-926 CDBG ADA/SIDEWALK IMPROVEMENTS, 17-314-869 ADA BARRIER REMOVAL (22/23), and 17-314-601 ADA/SIDEWALK IMPROVEMENTS.

No additional appropriation is needed at this time.

Summary/Conclusion

Staff recommends that the City Council:

- 1) Approve the design documents for the CDBG ADA/Sidewalk Improvements Project;

**Award Construction Contract for the CDBG ADA/Sidewalk
Improvements Project**
Meeting Date: December 13, 2022
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- 2) Affirm the CEQA determination of Categorical Exemption;
- 3) Accept all responsive bids and award a construction contract for the base bid to Golden Bay Construction Inc., of Hayward, California in the amount of \$426,654.00; and
- 4) Authorize the Interim 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,



Roland Yip
Senior Civil Engineer



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. CDBG ADA/Sidewalk Project Location Map
2. Full set of plans and specifications available at the City Clerk's Office

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

LOCATION MAP FOR
CDBG ADA/SIDEWALK IMPROVEMENTS

