

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, April 8, 2024 - 7:00 PM

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

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Public Participation:

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email cityclerk@dalycity.org and include “Public Comment” in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

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 (650) 991-8078 as soon as possible.

CALL TO ORDER:

PLEDGE TO THE FLAG:

ROLL CALL:

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.

SWEARING IN:

1. Teresa Proaño, Appointed Councilmember

PRESENTATIONS:

2. Proclamation - Fair Housing Month, Jakob Uriarte, Project Sentinel
3. Proclamation - National Library Week, April 7th-13th, Director Susan Kemp, DCPLA
4. DCPLA Fund-the-Need Grant to the Daly City Public Library, Director Susan Kemp, DCPLA St. Patrick's Day Luncheon Co-Chair

APPROVAL OF MINUTES:

5. Regular Meeting of March 11, 2024 and Special Meeting of April 1, 2024

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:

6. Set Time and Place for a Public Hearing to Consider One-Year HUD Action Plan for Fiscal Year 2024-25 (**Set Hearing: 5/13/24**)
7. Accept and Appropriate a Fund-the-Need Grant from the Daly City Public Library Associates
8. Accept and Appropriate a \$6,663 Grant from the State of California
9. Accept \$431,188.50 Grant from the State Water Resources Control Board
10. Authorize the City Manager to Approve a Purchase Agreement for a 2025 VACTOR 2100i Combination Sewer Cleaner
11. Authorize the City Manager or Designee to Execute a Contract with Plante Moran for Development of an Information Technology Master Plan

12. Set Time and Place of Public Hearing Regarding Proposed Increases and Updates to the Master Fee Schedule (**Set Hearing: 5/13/24**)
13. Authorize an Agreement with Tyler Technologies, Inc. for their Tyler EERP Software and Implementation Services; authorize an amendment to the agreement with Plante Moran for project management services; and authorize one new FTE in the Information Services Division to support ongoing system implementation.
14. Approve Reclassification and Assignment of Public Works Field Supervisor to Range U 053 of Miscellaneous Unrepresented Salary Schedule
15. Authorize the City Manager to Execute a Professional Service Agreement for Construction Management and Inspection Services for Northern Cities Smart Corridor Expansion Project
16. Notice of Completion for the 2020-2021 Serramonte Slurry Seal and Daly City Crosswalk Enhancement Project
17. Approve a Purchase Agreement for LED Streetlight Fixtures and Poles for School Street
18. Approve Proposed Revisions of Lead Street Maintenance Worker and Safety Inspector I/II Job Specifications (Civil Service)
19. Amend Traffic Regulations to: (1) Relocate the existing northbound SamTrans bus stop in front of 805 Skyline Drive approximately 220-ft. south of the existing bus stop (TSR 24/17); (2) Extend the existing passenger loading and unloading (white) zone an additional 25-ft south on Miriam Street in front of Woodrow Wilson Elementary School (TSR 24/24); and (3) Install 10-ft red zone along the south side of Orange Street, west of the driveway to Thomas R. Pollicita Middle School's gym parking lot (TSR 24/35).
20. Set Time and Place of Public Hearing Regarding Linda Vista Area of Benefit Fiscal Year 2024-2025 (**Set Hearing: 5/13/24**)

Check Registers:

21. Check Registers for the Month of February 2024

END OF CONSENT AGENDA

COMMUNICATIONS:

22. Approve Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center

STAFF: Leilani Ramos, Denise Brown

RECOMMENDATION: Council Determination

AWARD/REJECTION OF BIDS/CONTRACTS:

23. Rejection of Bids for Northern Cities Smart Corridor Expansion Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

24. Award Construction Contract for the Lawson Hall Roof Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

25. Award Construction Contract for City Hall Elevator Modernization and ADA Barrier Removal Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

26. Council Committee

27. City Council

28. Staff

ADJOURNMENT:

Proclamation

Fair Housing Month, April 2024

- WHEREAS,** adequate housing is a basic need and right of all people; and
- WHEREAS,** this year we celebrate the 56th Anniversary of the enactment of the Federal Fair Housing Act of 1968 (Title3 VIII of the Civil Rights Act), which states that discrimination in the sale and rental of housing is illegal when based on race, color, religion, sex, or national origin; and
- WHEREAS,** the Fair Housing Amendments Act of 1988 extends fair housing rights based on familial status to families with children, and based on handicap to disabled persons; and
- WHEREAS,** California statutes additionally protect citizens based on age, marital status, sexual orientation, gender identity and source of income; and
- WHEREAS,** California celebrates the 63rd Anniversary of the Fair Employment and Housing Act (FEHA); and
- WHEREAS,** the City of Daly City supports fair housing efforts to eliminate discrimination in housing and recognizes the benefits of Project Sentinel to educate home seekers, apartment managers, and apartment owners on federal and state housing laws, and to investigate complaints of illegal housing discrimination in Daly City; and
- WHEREAS,** to heighten public awareness, the City of Daly City wishes to focus public attention on April as Fair Housing Month.

NOW, THEREFORE, I, JUSLYN C. MANALO, Mayor, and members of the City Council, hereby proclaim the month of April 2024, as **FAIR HOUSING MONTH** in the City of Daly City and encourage all residents and community organizations to celebrate the value of harmonious and diverse communities of neighbors and to support the goal of equal housing opportunity for all people.

Signed and sealed by the Mayor and City Council
of the City of Daly City this 8th day of
April 2024.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Pamela DiGiovanni, Councilmember

Teresa Proaño, Councilmember

Glenn R. Sylvester, Councilmember

Proclamation

NATIONAL LIBRARY WEEK – APRIL 7-13, 2024

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, JUSLYN C. MANALO, Mayor of the City of Daly City, on behalf of the City Council, do hereby proclaim April 7-13, 2024 as “**National Library Week**” in Daly City. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Signed and sealed by the Mayor and City Council of the City of Daly City this 8th day of April 2024.

Juslyn C. Manalo, Mayor

Roderick Daus-Magbual, Vice Mayor

Pamela DiGiovanni, Councilmember

Teresa Proaño, Councilmember

Glenn R. Sylvester, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
MARCH 11, 2024

Visit <https://www.youtube.com/@DalyCityVideoMeetings/streams> to view the City Council meetings

The regular meeting was called to order by Mayor Manalo at 7:00 P.M.

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

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

APPROVAL OF MINUTES:

Regular Meeting of February 26, 2024

It was moved by Councilmember DiGiovanni, seconded by Vice Mayor Daus-Magbual and carried by the unanimous roll call vote to approve the minutes of February 26, 2024.

APPROVAL OF AGENDA:

City Manager Piccolotti requested to table item #10 on the agenda.

It was moved by Vice Mayor Daus-Magbual, seconded by Councilmember DiGiovanni and carried by unanimous roll call vote to approve the agenda, as amended.

PUBLIC APPEARANCES:

City Attorney Zimmerman stated in accordance with the Brown Act Laws, the City Council is not authorized to speak to or take action on matters in the public comment section. Furthermore, speakers must refrain from profane language and other disruptive remarks or behavior, or risk being removed from the meeting, and the time limit for each public comment is 2 minutes unless otherwise announced.

Mayor Manalo acknowledged and was amenable to a request from a community member for having a time limit of 1 minute for each speaker given the large number of speakers at tonight's meeting.

Note on Public Comments:

To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
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The following speakers expressed support for agendizing and passing a resolution calling for a ceasefire in Gaza which would call for an end to violence to save lives, release of hostages, and free flow of humanitarian aid into Gaza; it would also promote peace, unity, community safety for all constituents and strengthen collective empathy. Individuals urged the Council to pass the resolution to stand in solidarity with the people of Gaza as well as Palestinians living in the US and to condemn the hate crimes and Islamophobia against Arab and Muslim communities across the country. Speakers spoke about the genocide in Gaza and the over 30,000 Palestinians that have been killed since October 2023, the over 2 million people that have been displaced from their homes, the blockade limiting humanitarian aid to Gaza resulting in mass starvation, and other violations of human rights. Other issues discussed to support the resolution included the large amount of US tax dollars used to fund Israel's military, as well as the many contributions from the Palestinian community in Daly City. Palestinian residents and community members shared their experiences of the loss of family members in Gaza, while others shared experiences of Islamophobia. Individuals urged the Council to stand with other California cities that have already passed ceasefire resolutions.

Neda Jamaly	El (Anakbayan Daly City)	Stephanie
Liftawiya	Jeannel (Gabriela Daly City)	Nadeen Shatara
Nicole Han	Mahmoud Eraikat	Christian Smith
Kamilah	Glenn	Amanda S.
Hibah (4DC)	Andrew	Lauren
Jay Katt	Rami A.	Elen E.
Justin	Arianna	Vanessa A.
Carlos M.	Fady Salah	Samiha Erakat
Umayan	Jimmy Shamieh	Cindy P.
Diana	Alfredo Olguin Jr.	Amena
Beck Chow	Delaney W.	Isaac Goodman
Eureka Soriano	Deodor	Priscilla W.
Suheil Shatara	Jas	Russell
Desiree Gunn	Virginia	Hesham
Nick Occhipinti	DeVante	Tobi
Lina	Pat	Tim Mendoza
Fernando	Tito	

The following speakers expressed opposition for agendizing a resolution which calls for a ceasefire in Gaza. Individuals urged the Council not to get involved with the complex international war between Israel and Hamas and that such a resolution would only create division, encourage hate speech, and create an unsafe environment within Daly City. Others pointed out that such resolutions perpetuate antisemitism and misinformation by being one-sided, that a non-binding resolution will not bring peace to the ongoing war, and that introducing any form of foreign policy locally sets a precedent that's difficult to reverse. Some questioned if there was a political agenda against Israel by those supporting such a resolution (i.e. CAIR) and denied there was a genocide happening in Gaza. Some recommended the Council to focus on local issues that affect residents instead of international affairs and follow the examples of cities that have chosen not to pass a resolution. Members from the Jewish community shared experiences of the pain and suffering caused by Hamas towards family members and friends in Israel, pointed out the refusal of Hamas to release its hostages and its intent to repeat the attacks of October 7, and voiced concern with the rise of antisemitism and violence against the Jewish community.

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Yaroslav Vinogradsky
Ronit Rose
Inga Pevchin
Raz Lev
Sarit Polevoy
Hanoch Ravis
Jared Brown

Gaby Makstman
Val Gu
Mayrav
Ben Parnas
S. Goldman
Liat Dremer

C.C.
Nadav Kanarik
Yigal Blum
Danielle
Oren Rubinstein
Shlomit Blum

Mayor Manalo called for a recess at 8:13 PM and reconvened the meeting at 8:31 PM; all Councilmembers were present.

CONSENT AGENDA:

It was moved by Councilmember DiGiovanni to pull item #'s 3, 5, 6, and 9 from the Consent Agenda. City Clerk Hipona provided clarification that the Council previously voted to remove item # 10 during the Approval of Agenda. DiGiovanni's motion failed due to a lack of a second. DiGiovanni stated she was surprised at the lack of support from the Council in pulling items from the Consent Agenda for further discussion.

It was moved by Vice Mayor Daus-Magbual, seconded by Mayor Manalo and carried by the following roll call to approve the Consent Agenda.

Ayes: Daus-Magbual, Sylvester, Manalo
Noes: DiGiovanni

Communications:

2024 4th Quarter Investment Report

Receive and File Housing Successor Agency Annual Report For Fiscal Year 2022-2023

Resolutions:

Annual Delegation of Authority to City Treasurer to Invest City Funds

Resolution 24-36, Renewing Delegation of Investment Authority to the City Treasurer

Professional Services Agreement to Revise the 2015 Planned Retreat Management Plan for Mussel Rock Landfill

Resolution 24-37, Approving Professional Services Agreement with Tetra Tech to Revise the 2015 Planned Retreat Management Plan for Mussel Rock Landfill

Authorize the City Manager to Execute a Memorandum of Understanding and Temporary Construction License with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project

Resolution 24-38, Authorizing Execution of Memorandum of Understanding and Temporary Construction License with Kimco Westlake L.P. for the RO 572 Streetlight Conversion Project

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Approve Salary Reassignments for the Fire Chief and Deputy Fire Chief Positions

Resolution 24-39, Approving Salary Reassignments for the Fire Chief and Deputy Fire Chief Positions

Accept and Appropriate CalRecycle SB 1383 Local Assistance Grant Program

Resolution 24-40, Accepting and Appropriating Grant Funding from the California Department of Resources Recycling and Recovery

Accept and Appropriate Mattress Recycling Council Grant for a Pilot Study Project on Illegally Dumped Mattresses

Resolution 24-41, Accepting and Appropriating Grant from the Mattress Recycling Council for a Pilot Study Project on Illegally Dumped Mattresses

Notice of Completion for the Outdoor Fitness Court Site Work: Lincoln Park, Westlake Park Project

Resolution 24-42, Accepting Completion of Certain Project in the Department of Public Works (Outside Fitness Court Site Work: Lincoln Park, Westlake Park Project)

END OF CONSENT AGENDA

AWARD OF BIDS/CONTRACTS:

Adopt Resolution Appropriate Funds and Award a Construction Contract for the Civic Center North Human Resources Tenant Improvements Project

Director of Public Works Richard Chiu provided the report and staff recommendations including accepting all bids and awarding a contract to Zone 4 Construction, Inc. in the amount of \$1,621,145. Chiu addressed questions regarding the extent of advertisement and market outreach of the project to the local area and the cost savings for relocating the Human Resources Department in Civic Center North.

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

Resolution 24-43, Authorizing Appropriation of Funds and Execution of Construction Contract with Zone 4 Construction, Inc. for the Civic Center North Human Resources Tenant Improvements

RESOLUTIONS:

Accept 2024 Statement of Investment Policy Update

City Treasurer Daneca Halvorson reported contracting with Chandler Asset Management (CMA) to review and update the City's Investment Policy to ensure compliance and meet the City's investment objectives. CMA's Karl Mang discussed recommended modifications to the City's Investment Policy. Mang addressed questions on whether CMA has worked with other cities in San Mateo County and/or the state, whether other cities are required to update their policies, and clarification of investment terms. Staff addressed questions on next steps, when the policy was last reviewed, and the purpose of employing CMA's services.

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

Resolution 24-44, Adopting the Updated Statement of Investment Policy for the City of Daly City

REPORTS:

City Council

Vice Mayor Daus-Magbual thanked everyone who came to speak at the meeting. Daus-Magbual referred to being elected to the Council to take a stand and to be bold in speaking for our communities. Daus-Magbual expressed support for the tenets of equity and expressed his desire to work with staff on a ceasefire resolution addressing the genocide happening in Gaza; he stated this was a personal comment on where he stands on the matter.

Councilmember DiGiovanni stated she had received advisement from the City Attorney that an item must be agendized for the Council to address or make a motion on it, whether it was brought up by the public or not. DiGiovanni referred to the City Attorney’s advisement not to address public comments due to the Brown Act.

Mayor Manalo thanked everyone who came to the meeting, acknowledging the pain of those who spoke, and for their respect towards each other. Manalo stated the Council will be in discussions with the City Manager regarding next steps and acknowledged the diverse community of the City and what was heard tonight through public comments. Manalo also noted the public comment portion of the agenda was permanently moved to the beginning of the meeting to accommodate the community’s time.

ADJOURNMENT:

It was moved by Vice Mayor Daus-Magbual, seconded by Councilmember DiGiovanni and carried to adjourn the meeting at 9:35 PM.

Approved as submitted, this 25th

day of March, 2024.

Juslyn C. Manalo
Mayor

City Clerk

CITY OF DALY CITY
MINUTES – SPECIAL MEETING – CITY COUNCIL
APRIL 1, 2024

Visit <https://www.youtube.com/@DalyCityVideoMeetings/streams> to view the City Council meetings

Mayor Manalo called to order the special meeting at 6:00 P.M. and thanked the applicants, the community, staff and the Council for their participation and cooperation in the application process to fill the City Council vacancy.

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

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

MEETING PROCEDURE:

City Attorney Rose Zimmerman outlined the meeting procedure and interview format for the vacant City Council position. The procedure included: for the Public Appearances section to be limited to 15 minutes with each speaker receiving 1 minute to speak; for the City Clerk to draw names to determine the order of the interviews; five interview questions at two minutes each; an optional 2-minute closing statement; and for the City Clerk to keep time during the interviews. Furthermore, after the interviews, the Council had the option of taking a recess before deliberations and nominations.

PUBLIC APPEARANCES:

The following speakers expressed support for Manufou Liaga-Anoa'i to be selected for the vacant Council seat. Individuals highlighted Liaiga-Anoa'i's skills and experience in leadership, public service, advocacy, and her work with various public organizations and agencies. Speakers pointed out the over 6,800 votes that were cast for Liaiga-Anoa'i when she ran for City Council in 2022, Liaiga-Anoa'i's talents and qualities, and her passion for unity and the people and community of Daly City.

Mele K. Latu
Aileen Cassinetto
Ana Petero
Reno Anoa'i
Bevan Dufty
Pete Lang
Pat Murray, South San Francisco Unified School District Trustee
Terry Chavez

Note on Public Comments:

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INTERVIEWS FOR VACANT CITY COUNCIL POSITION

City Clerk Annette Hipona drew candidate names to determine the order of the interviews. City Attorney Zimmerman provided clarification on interview procedures including the allotted 12 minutes for each applicant.

Candidates were interviewed in the following order determined by random drawing:

1. Manufou Liaiga-Anoa'i
2. Theresa Faapuaa
3. Tony Bayudan
4. Martinien Cho
5. Daniel Vizcarra
6. Cristina Trujillo
7. Musa Issa Nijmeh
8. Thomas Nuris
9. Teresa Proaño
10. Gayle Samuelson Carpentier

During the meeting, John Cooper, Ricardo Cruz, Peter Paul Ifurung, and Jason Angeles withdrew from the interview process. Prior to the meeting, Paul Cunnie, Andrew Sielen, and Carlos Gonzalez-Tostado withdrew from the process.

Christopher Fritz, Crystalyn Malbas, Anita Lim-Fritz, Dolores Molina, Gabriella Makstman, Anil Shrestha, and Tam Su were not present when their names were called for the interview.

At the conclusion of the interviews, Mayor Manalo thanked everyone who came for the interview and called for a recess at 7:58 PM. Manalo reconvened the meeting at 8:36 PM; all Councilmembers were present. The Council thanked everyone who came to interview for the City Council vacancy.

CONSIDERATION OF APPOINTMENT TO THE CITY COUNCIL:

Mayor Manalo called for nominations to appoint a candidate to fill the vacancy.

The City Attorney provided clarification on the procedure for nominations.

Vice Mayor Daus-Magbual nominated Teresa Proaño. Councilmember DiGiovanni nominated Theresa Faapuaa. Councilmember Sylvester nominated Thomas Nuris.

The City Attorney provided clarification on the procedure for nominations. Mayor Manalo nominated Manufou Liaiga-Anoa'i. Vice Mayor Daus-Magbual nominated Tony Bayudan.

Hearing no other nominations, it was moved by Councilmember Sylvester, seconded by Vice Mayor Daus-Magbual and carried to close the nominations.

It carried by the following roll call vote to appoint Teresa Proaño as Councilmember:

Ayes: Daus-Magbual, Sylvester, Manalo
Noes: DiGiovanni

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City Clerk Hipona confirmed that Teresa Proaño received a majority vote to fill the vacancy and serve as interim Councilmember. City Attorney Zimmerman addressed questions and provided next steps for the interim City Council position including the Oath of Office.

ADJOURNMENT:

Mayor Manalo adjourned the meeting at 9:07 PM.

Approved as submitted, this 8th

day of April, 2024.

Juslyn C. Manalo
Mayor

City Clerk



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Set Time and Place for a Public Hearing to Consider One-Year HUD Action Plan for Fiscal Year 2024-25

Recommended Action

Set a Public Hearing for May 13, 2024 for the purpose of citizen review and comment on Daly City's One-Year Action Plan under the Community Development Block Grant (CDBG) and HOME programs for FY 2024-25.

Background

The One-Year Action Plan identifies how CDBG and HOME monies will be allocated. Prior to Council allocating these funds for FY 2024-25, the Department of Housing and Urban Development (HUD) requires the City to hold a public hearing to allow for citizen comment on Daly City's proposed One-Year Action Plan for Fiscal Year 2024-25.

Discussion

CDBG funds can be used for various activities including Administration, Economic Development, Capital Projects, Housing and Public Services. HOME funds may be used for activities that expand the supply of decent, affordable housing for lower income families.

The City has not yet been informed of its FY 2024-25 CDBG and HOME allocations. However, in order to ensure compliance with public review requirements for the draft Action Plan, the City has prepared the draft FY 2024-25 Action Plan and incorporated contingencies should the actual CDBG and HOME allocations differ from what is estimated in its FY 2024-25 CDBG budget. The draft Action Plan will be finalized and submitted to HUD only after the City receives officiation notification of its FY 2024-25 CDBG and HOME allocations.

Pursuant to the City's Community Participation Plan, the City's HUD Action Plans will be available for a 30-day public comment period prior to the public hearing and Council consideration. For FY 2024-25. Therefore, Daly City's draft FY 2024-25 Action Plan will be available at City Hall and all City libraries for a 30-day review period beginning April 11 through May 13. Notice of the availability of this document and a summary of the draft FY 2024-25 Action Plan will be published in *The Examiner* and made available on the City's web site.

Summary/Conclusion

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

Respectfully submitted,

Betsy ZoBell
Housing and Community Development Supervisor

Tatum Mothershead
Director, Economic & Community Development



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Accepting and Appropriating an \$11,000 Grant from the Daly City Public Library Associates

Recommended Action

It is recommended the City Council accept an \$11,000 grant from the Daly City Public Library Associates and appropriate this amount for the purchase of science and technology educational supplies, maker equipment, and games and puzzles for circulation.

Background/Discussion

The Daly City Public Library Associates' 2024 St. Patrick's Day Fund-the-Need event raised funds for several library projects to benefit the community. Attendees donated towards STEM education kits to support after-school programming, a new collection of games and puzzles for the community to check-out, and mobile maker equipment for outreach.

Fiscal Impact

This \$11,000 grant from the Daly City Public Library Associates was not anticipated in the current Fiscal Year budget. These grant funds were received and will be expended in Fiscal Year 2024-25.

Summary/Conclusion

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chela Anderson".

Chela Anderson
Library Director



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Accepting and Appropriating a \$6,663 Grant from the State of California

Recommended Action

It is recommended the City Council accept a grant of \$6,663 from the California State Library's *Lunch at the Library* program, and appropriate this amount for youth services programming.

Background/Discussion

The *Lunch at the Library* program provides children and teens with meals, summer reading programs, and other activities that support learning, health, and wellness.

The Library will use the grant funds to support and enhance programs for youth in our community at partner meal sites, including those hosting Big Lift Inspiring Summers.

Fiscal Impact

The \$6,663 grant revenue from the State of California was not anticipated in the current Fiscal Year budget. These grant funds were received and will be expended in Fiscal Year 2023-24.

Summary/Conclusion

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

Respectfully submitted,

Chela Anderson
Library Director



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Accept \$431,188.50 Grant from the State Water Resources Control Board

Recommended Action

Staff recommends that the City Council accept a \$431,188.50 grant from the State Water Resources Control Board (State Water Board) through its California Extended Water and Wastewater Arrearage Payment Program. The program utilizes funds from the American Rescue Plan Act (ARPA) of 2021 to provide financial relief to residential and commercial customers for unpaid water bill debt resulting from the COVID-19 pandemic.

Background/Discussion

The COVID-19 pandemic made it difficult for many residents to pay their bills. Through \$985 million in Federal funding from ARPA, the State Water Board created the California Water and Wastewater Arrearage Payment Program (Program) in 2021 to provide relief for unpaid water bills related to the pandemic. That funding covered water debt accrued between March 4, 2020, and June 15, 2021, for residential and commercial customers. Daly City applied for and received \$441,345.64 in grant funding from this program in 2022.

In December 2023, the Daly City Department of Water and Wastewater Resources applied for and was awarded an additional \$431,188.50 from the State Water Board through the California Extended Water and Wastewater Arrearage Payment Program. This funding covers water debt accrued between June 16, 2021, and December 31, 2022, for residential and commercial customers. The funds received will assist 571 Daly City water customers, 552 residential (\$407,195.39), and 19 commercial (\$11,434.22). The funds will be directly applied to water accounts as bill credits to help customers address past-due bills incurred during the COVID-19 pandemic bill relief period. Customers will be notified of the amounts credited to their accounts within 60 days of receiving Program funds. Program funds may only be used to cover residential and/or commercial arrearages that have accrued during the COVID-19 pandemic bill relief period.

Fiscal Impact

The Daly City Finance Department will apply \$418,629.61 in credits to 571 water accounts that are over 60 days past due and were incurred between June 16, 2021, and December 31, 2022. The remaining \$12,558.89 of Program funds represent 3% of the water bill credits. The State Water Board adds the 3% for administrative costs for customer notification.

Summary/Conclusion

Staff is requesting that the City Council accept this grant from the State Water Board to assist Daly City residents in paying their outstanding water bills due to financial hardships caused by the COVID-19 pandemic.

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

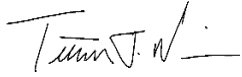
City Council Agenda Report

Subject: Accept \$431,188.50 Grant from the State Water Resources Control Board

Meeting Date: April 8, 2024

Page 2 of 2

Respectfully submitted,

Handwritten signature of Timothy Nevin in black ink.

Timothy Nevin
Director of Finance and Administrative Services

Handwritten signature of Joshua Cosgrove in blue ink.

Joshua Cosgrove
Director of Water and Wastewater Resources



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Authorizing the City Manager to Approve a Purchase Agreement for a 2025 VACTOR 2100i Combination Sewer Cleaner

Recommended Action

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with Owen Equipment, Inc. for the purchase a 2025 VACTOR 2100i Combination Sewer Cleaner for the Department of Water and Wastewater Resources in the amount of \$716,034.77 including sales tax.

Discussion

Combination Sewer Cleaner equipment are critical to the maintenance response program of the Department of Water and Wastewater Resources. The VACTOR will support the Department's effort to maintain sewer mains and clear sewer line blockages. The VACTOR can also be used to assist with construction and repair of sewer lines, as it possesses vacuum-excavation capabilities, which allows crews to access pipe failures while safely navigating around underground utilities.

The new VACTOR will add reliably to an important element of the Department of Water and Wastewater Resources day-to-day operations. The new VACTOR will replace a unit that is ten (10) years old and has reached the end of its useful life.

The California Government Code authorizes public agencies to participate in cooperative purchasing programs, like those established by Sourcewell, while still adhering to the City's Municipal Code for the procurement of supplies, vehicles, and equipment. In this case, Owen Equipment, Inc through a bid with Sourcewell is able to provide the equipment we are seeking at a competitive price so that the City can achieve the benefits of a competitive bid without the additional costs and delays associated with the standard bidding process.

Fiscal Impact

Sufficient funds to purchase the VACTOR 2100i Combination Sewer Cleaner in the amount of \$716,034.77 is available in the Fiscal Year 2023-2024 Motor Vehicle Replacement Fund Account 51-315-453-4558.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with Owen Equipment, Inc. for the purchase a 2025 VACTOR 2100i Combination Sewer Cleaner for the Department of Water and Wastewater Resources in the amount of \$716,034.77 including sales tax.

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

Respectfully submitted,



Jeffery W. Fornesi
Assistant to the Director of Public Works



Richard Chiu, Jr.
Director of Public Works

Attachments: Owen Equipment Order No. 2024-72270

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For

DALY CITY CA



BASIC

MODEL

Vacuum System	Roots 824-18 Blower	Debris Body Capacity (cu.yd.)	5.00
Model Type	Combo	Water Capacity	1000
Water Flow	50.00	Water Pressure	3000
Chassis Source	Customer	Water Tank Material	Aluminum
Controls		Blower High Temp Shutdown	false

CHASSIS

PSFS370A-2025-E	Single Axle -2025 Freightliner 114SD SFA - 370 HP - Auto -46 -000 GVWR - GHG
-----------------	---

STANDARD FEATURES

010iSTD	Operator Station Curbside Toolbox
011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
100iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1032iSTD	48" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator



2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2014iSTD	1000 Gallons STD
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390BSTD	7" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.



BOOM

4009iA	Water Ring Assembly- At Debris Body Inlet
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4016i	180 deg. 10' x 15' Rapid Deployment Boom
5029iA	RDB Washout Coupling

DEBRIS BODY

1003i	Debris Body Washout
1004iB	Onboard Electronic/Digital Scale system with Vacuum Relief
1005iA	S.S Float Ball Cage for Float Shut Off System
1009iE	Externally Mounted Trash Pump w/ Basket Intake Screen
1014i	Centrifugal Separators (Cyclones)
1015iAM	Folding Pipe Rack - Streetside - Air Actuated -7" Pipe
1015iBR	Rear Door Pipe Rack- Removed
1015iHD	Folding Pipe Rack - Curbside - Air Actuated -7" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet

VACUUM OPTIONS

3015i	Front Blower Controls
6019iA	Final Filter and Silencer Ball Valve Drains

REAR DOOR

1008iF	6" Rear Door Knife Valve w/Camlock - Air Actuated w/Port -6:00 Position
1009iD	Full Rear Door Swinging Screen
1025i	Flat Rear Door Ports



HOSE REEL

6002iB3	600' x 3/4" Piranha Sewer Hose 3000 PSI in lieu of STD
6004iD	Rodder Hose Pinch Roller
6014i	High Pressure Hose Reel
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing
6027iA	25' Leader Hose (in lieu of standard)
8030i	Hose Reel Wrapped for Delivery

WATER TANKS

2020i	6" GravityFill Port on Upper P/S Water Tank
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear

MISCELLANEOUS

S391iA	7" x 78" Higbee Catch Basin Nozzle
8024i	Amber Lights for Flashing Light Package
CM-PSFS370A-2025-01	Chassis Modifications - 2025 Freightliner PSFS370A

LIGHTING

8001iJ	Rear Directional Control- LED Arrowboard
8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8005iA	H.A.L.O. (Handsfree Accessory Light Option) without Light
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028iA	Worklights (2), Self-Leveling Boom LED
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Curb Side
8029iD	Worklight- LED- Street Side



9021iB

Camera System- Front- Rear and Both Sides

PAINT

Cab Paint Color	White
Module Paint Color	White
V-LOGO-APPL.	Vactor Logos - Applied
i116	Door Stripe Material- Reflective Tape
i124R	Vactor 2100i Body Decal- Red

TOOLBOX

6031i	Front Hose Reel Tool Storage
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9070iB	Long Handle Tool Storage
9071iFL	Toolbox- Behind Cab - 14w x 36h x 96d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

WATER ACCESSORIES

5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6019i	Rodder Pump Drain Valves

WATER SYSTEM

5003i	50 GPM/3000 PSI Jet Rodder pump
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Sourcewell price for Vactor 2100i.....	\$651,681.25
Tax @9.875 %.....	\$64,353.52
Total Price FOB Daly City.....	\$716,034.77

Registration and training included

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until June 1st, 2024. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented. All payments made will be made due to Owen Equipment.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 12-14 Months ARO **TERMS:** Net 10 or Approved Lease

Let me know if you need any additional information. I can provide you with a bid spec if you need it. I would welcome the opportunity to set up a demo to show you guys just how easy it is to use our unit. If you have any questions, please give me a call at (916) 947-0986.

Sincerely,

Jordan Slabaugh



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021



Domestic Terms and Agreement

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.





PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:



VACTOR

Date: _____



2100i
Quote Number:-2024-72270
Date:- 03-01-2024

Page 11 of 11
Team Member :- John
Abramowski
Tel : -



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Authorize the City Manager or Designee to Execute a Contract with Plante Moran for Development of an Information Technology (IT) Master Plan

Recommended Action

Staff recommends that the City Council authorize the City Manager or Designee to execute a contract with Plante & Moran, PLLC (Plante Moran), for development of an Information Technology (IT) Master Plan.

Background

Over the past decade, the demand for technology has increased significantly in every industry and area of life. As such, demand for technology solutions to support City services has also increased. To help meet these demands, Information Services staff have found innovative ways to provide technology solutions within available budgets. As a result, the community can reach staff by email, find information and report problems on our website, and renew their business license and register for recreation programs online. The technologies, infrastructure, and policies and procedures that support these solutions need to be kept up to date and modernized in order to ensure the safety of Personally Identifiable Information and the integrity of our internal network.

Discussion

The City developed the last IT Master Plan in 2002, and it was scheduled to be utilized only until 2004. To help identify and prioritize future technology investments, the City would like to contract with Plante Moran and use their experience and expertise to help research and develop a new and modernized IT Master Plan. Plante Moran was selected based on its existing knowledge of the City's unique requirements and demonstrated experience performing similar projects with municipalities across California and the United States.

Plante Moran will help the City develop a Five-Year IT Master Plan. The primary objective of this effort is to invest in a formalized and comprehensive IT Master Plan to ensure the protection of Daly City resources and customer and stakeholder interests; optimize technology; and, promote best business practices. Through a combination of surveys, interviews, and records research, it is anticipated that the IT Master Plan will identify and prioritize IT strategies, technology projects, protocols and procedures, and enhancements to cybersecurity and resiliency.

Fiscal Impact

The cost of the contract is \$97,525. Adequate funding exists in the Information Services Division operating budget for this expenditure.

City Council Agenda Report

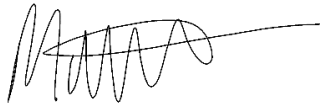
Subject: Authorize the City Manager or Designee to Execute a Contract with Plante Moran for Development of an Information Technology (IT) Master Plan

Page 2 of 2

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager or Designee to execute a contract with Plante Moran for development of an IT Master Plan. Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Matthew A. Juhl', with a long horizontal line extending to the right.

Matthew A. Juhl
Senior Application Analyst
Information Services Division

A handwritten signature in black ink, appearing to read 'Timothy J. Nevin', with a long horizontal line extending to the right.

Timothy J. Nevin
Director of Finance and
Administrative Services

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DALY CITY
AND PLANTE & MORAN, PLLC**

THIS AGREEMENT is made at Daly City, California, effective _____ by and between the City of Daly City, a municipal corporation ("City") and Plante & Moran, PLLC ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in the Agreement, Contractor shall provide Information Technology Assessment and Master Planning services to the City of Daly City and other associated entities, as set forth in **Exhibit A, Scope of Work** and herein incorporated to the Agreement by this reference.
2. **PAYMENTS.** City shall pay Contractor for services rendered pursuant to this Agreement in the proposed amount of \$97,525 as listed in **Exhibit B, Summary of Fees**. Contractor shall submit all billings for said services to City and City agrees to make payment within 30 days of receipt of all undisputed invoices.
3. **RELATIONSHIP OF THE PARTIES.** Contractor agrees and understands that the work/services performed by Contractor under this Agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor and Consultant acquire none of the rights, privileges, powers or advantages of City employees.
4. **HOLD HARMLESS.** It is agreed that Contractor 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 to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belong, to the extent caused by the negligence or willful misconduct of the Contractor, its officers and/or employees, other than Contractor, provided that this shall not apply to injuries for which City is liable by reason of its own negligence or willful misconduct.

In the event of concurrent negligence of the City, its officers and/or employees, Contractor, 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 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.

5. **LIABILITY INSURANCE.** The Contractor is liable for damage including negligence in the performance of this contract. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1 Million to cover any negligent acts or omissions committed by Contractor or Contractor'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 officer, employees and volunteers are additional insureds;
 - c. Include a statement that the insurance shall be primary. Contractor agrees that the insurance shall not be cancelled except upon prior written notice 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.

6. **NON-ASSIGNABILITY.** Contractor shall not assign this Agreement 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 section automatically shall terminate this Agreement.
7. **TERMINATION OF AGREEMENT.** Contractor 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. In the event of termination, and upon full payment for Contractor's services, all finished or unfinished documents, data, studies, maps, photographs, reports and materials (hereafter referred to as materials) prepared by Contractor and intended for delivery to the City under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work / services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work / services completed to the work / services required by the Agreement.
8. **COMPLIANCE WITH LAWS.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws codes, ordinances and regulations.
9. **LICENSES.** Contractor represents and warrants to the City that it has all licenses, permits, qualifications, insurance and approvals whatsoever nature which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required to Contractor to practice its profession
10. **NON-DISCRIMINATION.** Contractor 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, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall apply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and non-discrimination. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.
11. **RETENTION OF RECORDS.** Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed and shall be subject to the examination and/or audit of the City, a federal grantor agency, and the State of California.
12. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Finance Director ("Administrator"). All correspondence shall be directed to or through the Administrator or designee.
13. **TERM OF AGREEMENT.** This agreement shall commence on _____ and shall remain in effect until terminated or completion of the Scope of Work.

14. **NOTICES.** Any written notice to Contractor shall be sent to:

Mike Riffel
Partner
Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075

Any written notice to City shall be sent to:

Timothy Nevin
Director of Finance and Administrative Services
City of Daly City
333 90th Street
Daly City, CA 94015

15. **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.

Date: _____

CITY OF DALY CITY, a municipal corporation

By: _____

Thomas J. Piccolotti
City Manager

Plante & Moran, PLLC

Date: _____

By: _____

Mike Riffel
Partner



CITY OF DALY CITY, CA

Information Technology Assessment & Master Planning Services Proposal

March 8, 2024

Matthew Juhl
333 90th Street
Daly City, CA 94015

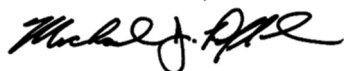
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National experience consulting with high performing municipalities: As one of the largest consulting and accounting firms in the U.S., we have extensive experience performing similar IT assessment and strategic planning projects for high-performing clients in the government industry. This includes numerous winners of Government Technology's Digital Cities Award, including the City of Miami, FL; City of Long Beach, CA; City of Mesa, AZ; City of Independence, MO; City of Baton Rouge, LA; City of Fort Collins, CO; City of Roswell, GA; City of Columbia, MO.
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A comprehensive & proven methodology: We will holistically review your IT environment from the standpoint of people, process, and technology. By taking this broad view, we'll uncover the risks and opportunities you need to know about, giving you and the City's stakeholders peace of mind. Having conducted hundreds of assessments, our methodology been proven to deliver significant value to our clients.
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Sincerely,
Plante & Moran, PLLC.



Mike Riffel, Partner

312-602-3539 | Mike.Riffel@plantemoran.com.

Scope of Services



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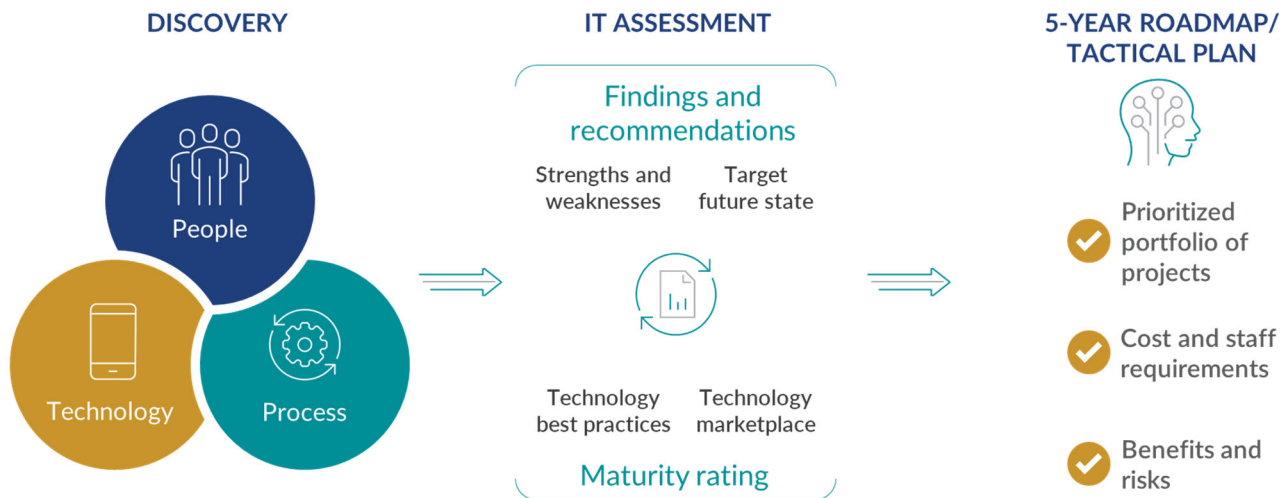
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Cybersecurity elements

Our assessments incorporate elements of cybersecurity to identify any additional protections and controls necessary to mitigate security risks and threats. Based on our understanding of your needs, there will be an emphasis on cybersecurity throughout the assessment. However, the cybersecurity review included in our proposal does not replace the need for comprehensive and periodic network vulnerability assessment and penetration testing.

Project workplan

Our project will be divided into three major phases, with project monitoring throughout.



PHASE 1: DISCOVERY

Objective: Review the City's current IT organization, technology environment, products, services, staffing, processes, systems, etc. identified our statement of understanding on the following page.

Deliverables: Initial themes, preliminary findings and gaps, areas for improvement



PHASE 2: ANALYSIS AND REPORTING

Objective: Perform a deeper analysis of the information gathered during Phase 1. The findings and prioritized recommendations will be assembled into a report that will be reviewed with the City's project team.

Deliverables: IT assessment report and presentation to leadership



PHASE 3: TECHNOLOGY PLANNING

Objective: Using findings from Phases 1 and 2 to support the development of three-year technology plan, including IT goals, priorities, initiatives, and budgets to guide decision-making and achieve the desired future state.

Deliverables: Actionable 5-year technology master plan (roadmap)



THROUGHOUT THE PROJECT: ONGOING PROJECT MANAGEMENT AND MONITORING

From initiation to completion, our team will manage this project to ensure success for the City. This will include:

- Project initiation activities, including a meeting with the City to introduce the project team and confirm project objectives, scope, deliverables, and timetables.
- Development of a project organizational structure and detailed project plans.
- Use of data collaboration tools.
- Project status meetings (no more than once weekly).

Assessment scope

Our IT assessment methodology is designed to provide a broad and comprehensive view of your IT environment. This enables us to identify gaps and develop recommendations that not only address your identified objectives, but also provide a model for long-term success. The results of the IT assessment will inform the IT master plan. Below is an overview of the key areas and topics to be addressed:

People	Human capital management Organizational structure Staffing levels Departmental skillset Competency development Succession planning	Strategic sourcing Vendor & contract management	Stakeholders Stakeholders engagement Customer satisfaction
Process	Strategy IT mission, vision, values Business context Business alignment Innovation Project portfolio management Project management Organizational change management	Governance Investment strategy Enterprise architecture Standards and policies Service level agreements Governance model Risk management Cybersecurity management Log collection & analysis Security architecture Information protection Disaster recovery & business continuity plans Regulatory and compliance obligations	Operations management Asset lifecycle management Performance & capacity management Configuration management Change management IT service management Knowledge management Software development lifecycle
Technology	IT infrastructure Structured cabling Network Servers & virtualization Enterprise storage & backup Telecommunications Specialized systems	Workforce enablement Mobility Remote access Collaboration & presentation solutions Productivity solutions Line-of-business applications*	Business intelligence & data Data governance Integrations Analysis & reporting tools

**Will only be reviewed at a high level from a perspective of whether or not the systems are meeting departmental needs.*

Bolded items are identified as priority areas in the assessment.

Activities by phase



PHASE 1: DISCOVERY

1. Collect and review documentation

Prior to our kick-off meeting (Step 2 below), we will provide the City with an information request list. We will review existing documentation to gain a comprehensive understanding of the City's current technology environment. We anticipate requesting documents in the following categories.

- IT organization and staffing
- Plans and budgets
- Network and telecom
- Server and storage environment
- End-user environment
- Applications
- Policies and procedures
- Cybersecurity
- External support

Please note that we do **not** expect the City to create any documentation that does not already exist. For any of the areas where documentation does not exist, the pertinent information will be obtained during the interview process.

We will distribute technical survey tools to gather information on current technologies in use (network, servers, storage, backup, disaster recovery, end-user computing environment, applications), if necessary. The tools will enable us to collect information in an efficient and consistent manner, to quickly compare the availability and use of technologies across the organization.

2. Conduct project kick-off meeting

During this meeting, we will confirm the objectives, timing, and scope of the project, as well as the anticipated level of involvement from the City's staff. We will discuss with you which the City team members should attend this session. We anticipate that the project kick-off and stakeholder interviews will occur at the same visit.

3. Conduct end-user technology satisfaction survey

To assess the use of technologies and their functions, we will develop and administer an online end-user survey. We will gather meaningful opinions, comments, and feedback regarding the deployment, use, and effectiveness of technologies across the organization as well as the support function. Ideally, the survey would be administered to all stakeholders.

The survey questionnaire(s) will be reviewed with the City's project team, refined as necessary, and prepared for distribution. When possible, we prefer to obtain preliminary results prior to our on-site

interviews, as information from the survey allows us to prompt and focus discussions with interview participants.

4. Conduct leadership and stakeholder interviews

We will meet with key stakeholder groups to understand the IT vision and expectations of IT and its technologies in support of that vision. The focus of these interviews is to identify the effectiveness of current IT operations, the ability to service and support current and future technical needs, and the overall use of technology at the organization. Interview topics will likely include:

- The strengths and opportunities for improvement of key enterprise systems and other IT systems as applicable
- Utilization of existing technologies
- IT service delivery
- Major IT initiatives, project prioritization, and governance
- Justification, approval process, and funding for IT
- Current and anticipated information and technology needs over the next five years

We find that conducting these meetings without technology representatives present allows us to receive more candid feedback. We anticipate conducting up to 8 hours of interviews and will work with the City's project team to schedule the interviews at a time that is mutually convenient.

5. Meet with IT staff

We will meet with individuals representing each area of IT. While we anticipate that many of the meetings will be group interviews, we will also meet separately with key IT personnel where necessary. The topics of discussion will vary by group, with some overlap, but will likely include:

- Organization structure, communication/working relationship
- IT roles, responsibilities, and resources/tools
- Key technology functions, systems/applications usage and challenges
- Current and anticipated skills and professional development/training needs
- Current and anticipated IT needs over the next three to five years
- Policies and procedures related to administration and management of IT systems

These meetings will complement and further clarify the information gathered using the survey instruments described above.

We anticipate conducting 8 hours of interviews and will work with your project team to schedule the interviews at a time that is mutually convenient. Please note that these interviews can be conducted either concurrently or separate from the stakeholder interviews.

6. Assess technical environment

We will conduct a review of the existing technical environment at the City, focusing on the areas identified in the assessment overview section. We will meet with IT department staff and vendors who are responsible for administering and managing information technology systems and services.

The purpose of these meetings will be to review the operational, administrative, and technical aspects of the information technology systems and services provided by the information systems department. Key considerations of the technical assessment activity are:

- Review of technology asset inventory and related warranty/maintenance agreements
- Evaluation of operational state, security, condition, and usable lifespan of technology components
- Assessment of system architectures, redundancy, interoperability, and standardization
- Review of optimal system feature & functionality usage
- Assessment of technology administration, support, and maintenance strategy

Components of the technical environment will be assessed as part of this interview process and a review of existing documentation. Where feasible, we will conduct these meetings simultaneously with the meetings with IT department staff detailed in the previous work-step. The findings from this phase will be documented and will serve to inform the subsequent phases.



PHASE 2: ANALYSIS AND RECOMMENDATIONS

1. Perform industry standard comparison

We will incorporate a review of the IT operations, resources, and technologies of the City against comparable organizations, industry standards, and best practices. For this purpose, we will use a variety of sources, including our own research and knowledge from similar work with other clients. We will focus on identifying specific areas of strength and opportunities for enhancement. The information obtained from this work step will be used to contrast and compare the effectiveness of the existing technology systems with current industry standards or other emerging technologies.

2. Conduct in-depth analysis

We will further review and analyze the information gathered during the discovery phase (Phase 1, described above). At a minimum, the following information (data and observations) will be analyzed:

- Documentation provided by the City
- On-site meetings and interviews with leadership, stakeholders, and IT staff
- Survey results
- Technologies in use, including systems architecture and methods for delivery of services
- Comparison to industry standards and best practices

3. Develop IT assessment report

Based on our findings, we will develop an IT assessment report that identifies areas of improvement for the City's IT environment. The report will contain recommendations aligned with industry standards and best practices for each of the topical areas identified in the assessment overview section.

We anticipate the report will consist of the following sections, keeping in context the size and the nature of the organization:

- Executive summary.
- Description of the current state environment for key technology areas (previously noted) along with an analysis of where the current IT environment stands in relation to its ability to support the business needs and requirements articulated.
- List of critical findings and recommended initiatives to address the gaps identified in the IT environment, ranked according to priority and effort, including an action plan to align the IT environment with the requirements and vision of the business.

We will review the draft report with the City team and incorporate any revisions necessary as a result of those discussions into the final version. We will also deliver a high-level presentation of the report to the City's leadership team, we expect this will be conducted remotely.



PHASE 3: TECHNOLOGY PLANNING

1. Conduct technology planning workshop

The overall goal for implementing technology is not for the technology itself but rather to enhance existing business processes performed by IT and support for processes that are performed across the organization. As such, the goal in developing a technology plan is to provide a coordinated, planned approach towards the deployment of technology with the intention of supporting the goals of the City and improving the effectiveness of business processes. We will conduct a technology planning workshop (approximately 3 hours) with key City participants to identify the key goals and objectives for the technology master plan.

Our discussions will consider the following:

- Alignment with industry standards for IT operations
- Expected future technology needs
- Emerging technologies and trends
- Productivity enhancement through technology
- Opportunities to achieve cost reductions and/or reallocation
- Projects and requirements, including resource capacity, data governance, security, etc.
- Risks and mitigation strategies

Also, during this workshop, we will work closely with City leaders to develop criteria to objectively evaluate and prioritize technology projects. It is expected that these prioritization criteria will clearly reflect the linkage between City's goals and objectives and IT initiatives.

2. Define technology needs

Based on the planning workshop and recommendations developed in the work step above, we will identify discrete technology projects and initiatives that should be undertaken by the City, which may include the following:

- Assist in meeting organization-wide goals and objectives.
- Enhance service levels.
- Satisfy the technology and business requirements of key entities, internal users, and departments.
- Build the necessary support infrastructure to administer the technology.
- Result in the upgrade of current systems as necessary.
- Maintain data integrity, confidentiality and redundancy.
- Enhance data and network security.
- Result in the implementation of new hardware, software, and communications equipment.
- Enhance processes to reduce inefficiencies, improve cost effectiveness, minimize paper intensive tasks, and eliminate redundant data entry.
- Account for inter-technology compatibility and data sharing.
- Reduce dependency on outdated equipment and software.

Based on the defined prioritization criteria and the projects identified in the previous work step, we will work with the City's project team to classify each project as a high, medium, or low priority. We will develop a preliminary implementation plan with budgetary estimates and timelines for each project, which we will then review and finalize with the project team.

3. Develop and present the technology master plan

We will develop a draft technology plan that outlines the priority, sequencing and timing of the technology initiatives identified over a five-year time horizon to guide future planning and allocation of financial and personnel resources.

The technology master plan will consider the following aspects:

- Key objectives to be accomplished across the duration of the planning period.
- A set of well-defined, prioritized projects to satisfy the identified needs of key stakeholders, in alignment with the plan's objectives.
- The implementation, training, support resources, and technical skills required of IT staff and outside technical assistance for new and enhanced technologies.

We will review the draft technology plan document with the project team and make any modifications necessary as a result of this meeting. Once feedback is received from the project team, we will incorporate any changes and finalize the master plan.

We will present the final technology master plan and associated recommendations to an audience of the City's choosing, typically the project team, executive management, and/or key stakeholders. We anticipate a single meeting conducted remotely using video conferencing technologies.



PHASE 4: PROJECT EXECUTION ASSISTANCE

1. Assist with identified projects

Based on the projects identified in the phase above, Plante Moran will be available to assist with execution of activities. While we anticipate this project assistance will initially consist of IT policy development, the City is welcome to use the budgeted hours for other activities of its choosing.

With respect to IT policy development, we will create draft policies for the areas identified by the City. We will utilize our experience with similarly size governmental entities to inform the creation of these policies, in terms of scope and complexity. In the interest of efficiency, we will utilize publicly available best practice templates (e.g., SANS Institute) and/or peer institution policies as a starting point for the development of the policies. We assume the City will assist Plante Moran in obtaining peer institution policies if necessary. The City will “own” the policy documents and will be able to treat them as living documents, making updates going forward as City policy may evolve. It will be the City’s responsibility to formally approve and enforce the policies.

Your project team

With over 3,800 staff members, we have a deep bench of resources to support the City's project. Our staffing approach is designed to ensure the right subject matter experts are assigned based on the unique needs of the City. The Plante Moran project team members proposed below for this project were selected for their experience with:

- Clients in the state of California
- Experience working with the City
- Government technology operations
- Technology strategic planning experience

Project staff	Project role and responsibility
Mike Riffel, CGCIO	Engagement Partner Mike will have overall responsibility for all Plante Moran services. He will provide project quality control over Plante Moran deliverables and services as well as insight on IT staffing, management, governance, support, and overall organizational assessment
Brian Pesis	Project Director Brian will provide strategic oversight of the project throughout its duration, ensuring the deliverables are meeting the City's needs and the team is performing as expected. Additionally, Brian will lead the stakeholder/department interview process for our team. As part of this, he will provide subject matter expertise gained from numerous municipal and public sector clients in California and across the country.
Jacinto Cordero	Project Manager Jacinto will have responsibility for managing the entire workplan, deliverables, and day-to-day project activities. Also responsible for risk and issue management and main point of contact for project communications with the City. He will coordinate stakeholder interviews and IT interviews and participate in select stakeholder and IT interviews. He will also coordinate and facilitate the visioning workshop.
Dan Queck Manager	Technical Lead Dan will be responsible for leading the interviews with IT staff. He will assist with the development of the IT assessment report and IT master plan as it pertains to information technology best practices.
Nina Rajcevic Manager	Functional Lead Nina will participate in the stakeholder/department interview process for our team. As part of this, she will provide government subject matter expertise gained from numerous California and national municipal technology projects to support the project, as well as assisting in developing the assessment and plan deliverables.

Cost proposal

Our proposed fees represent our best estimate for providing seamless service now, and in the future. Any services provided outside of the scope of this proposal will be discussed and determined before any billing takes place. We are proposing the fee schedule below for the activities detailed in this proposal:

Implementation services	Fees
IT Assessment and Master Plan (PM and Phases 1-3)	\$69,025
Travel costs (6 trips at \$2,000 per trip)	\$12,000
Project execution assistance <i>Estimated at 60 hours to be used by request</i>	\$16,500
Total	\$97,525

Timeline

We anticipate phase 1-3 of the engagement will be completed in approximately **16-20 weeks** of the kick-off meeting and is predicated on the availability and responsiveness of the City's staff. The schedule for phase 4 activities will be mutually established between the City and our project team. A detailed schedule with specific dates for the project activities and milestones will be established during the project kick-off and initiation activities.

Fee assumptions

Our fees are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the City.

Project Resources and Governance

1. This professional services fee is predicated on the division of roles and responsibilities between the City and Plante Moran staff.
2. The City will assign a project manager that will work directly with Plante Moran staff.
3. Project status meetings will be conducted remotely and occur no more than once weekly with the City's project manager.
4. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
5. City staff are available for interviews and focus groups as scheduled by Plante Moran and the City's project manager.
6. There will be a single draft-to-final process for each deliverable.

7. The City will have ten working days or other number of days as mutually agreed to in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
8. All project activities progress according to the final accepted, detailed project plan and schedule.

Service Delivery

9. All of the project activities will be performed remotely, with the exception of the following activities that we anticipate will be performed onsite: Stakeholder interviews, IT staff interviews, Visioning workshop
 - (1) The City reserves the right to request on-site activities. Should any travel be agreed upon by Plante Moran' and the City's project managers, travel fees and expenses will be invoiced to the City at a rate of \$2,500 per person per week. These additional travel costs will be over and above the fees/amounts listed in our professional services fees table.
 - (2) All on-site work activity will be confirmed at least two weeks prior to the agreed upon travel date; any travel change fees incurred after such date will be expensed to the City.
 - (3) All on-site work will occur between Tuesday and Thursday unless an alternative working schedule is mutually agreed.
10. It is our practice to bill monthly for fees incurred in the prior month.
11. Our proposed services for project management and phases 1-3 are proposed as a total not-to-exceed amount based on the assumptions above.
12. Our proposed services for phase 4 will be billed as incurred at the City's request.



**We look forward to working with you.
Please contact us with any questions.**



Mike Riffel
Engagement Partner
312-602-3539
mike.riffel@plantemoran.com

According to our recent
client satisfaction survey,

98%

of clients say they

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CITY OF DALY CITY, CA

Information Technology Assessment & Master Planning Services Proposal

March 8, 2024

Matthew Juhl
333 90th Street
Daly City, CA 94015

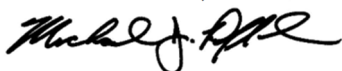
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Mike Riffel, Partner

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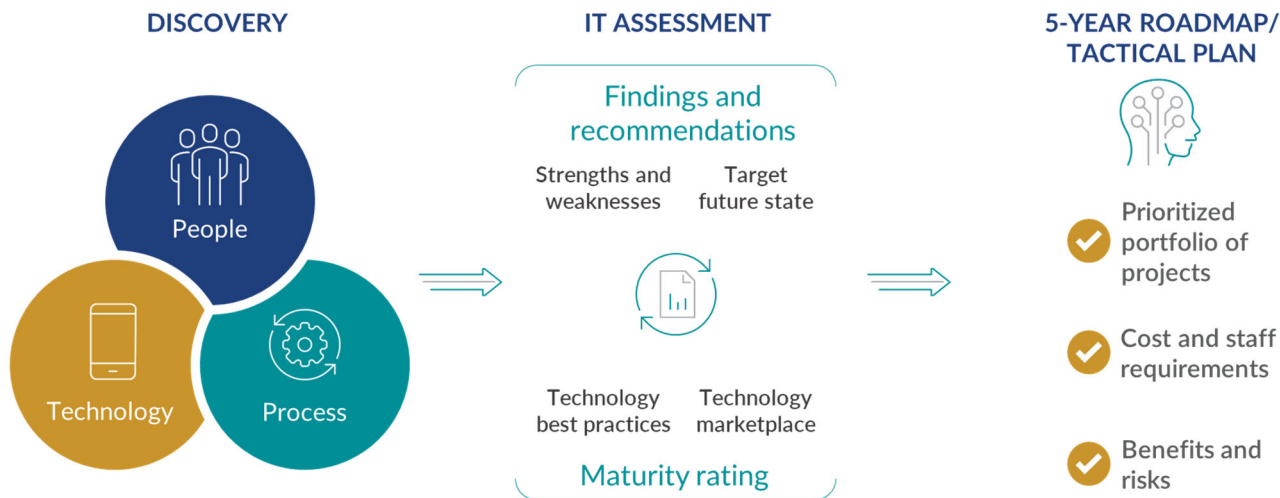
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As shown below, the IT master plan is informed by the results of the IT assessment, as it relates to the organizational execution capabilities, current plans and initiatives, and overall performance and stakeholder satisfaction. Visioning sessions will identify goals, strategies, and priorities, which will be synthesized into an IT master plan that will guide the organization’s investments, decisions, and activities. The IT master plan will include a prioritized list of key initiatives to drive transformation and/or growth, as well as an actionable roadmap of projects.



Cybersecurity elements

Our assessments incorporate elements of cybersecurity to identify any additional protections and controls necessary to mitigate security risks and threats. Based on our understanding of your needs, there will be an emphasis on cybersecurity throughout the assessment. However, the cybersecurity review included in our proposal does not replace the need for comprehensive and periodic network vulnerability assessment and penetration testing.

Project workplan

Our project will be divided into three major phases, with project monitoring throughout.



PHASE 1: DISCOVERY

Objective: Review the City's current IT organization, technology environment, products, services, staffing, processes, systems, etc. identified our statement of understanding on the following page.

Deliverables: Initial themes, preliminary findings and gaps, areas for improvement



PHASE 2: ANALYSIS AND REPORTING

Objective: Perform a deeper analysis of the information gathered during Phase 1. The findings and prioritized recommendations will be assembled into a report that will be reviewed with the City's project team.

Deliverables: IT assessment report and presentation to leadership



PHASE 3: TECHNOLOGY PLANNING

Objective: Using findings from Phases 1 and 2 to support the development of three-year technology plan, including IT goals, priorities, initiatives, and budgets to guide decision-making and achieve the desired future state.

Deliverables: Actionable 5-year technology master plan (roadmap)



THROUGHOUT THE PROJECT: ONGOING PROJECT MANAGEMENT AND MONITORING

From initiation to completion, our team will manage this project to ensure success for the City. This will include:

- Project initiation activities, including a meeting with the City to introduce the project team and confirm project objectives, scope, deliverables, and timetables.
- Development of a project organizational structure and detailed project plans.
- Use of data collaboration tools.
- Project status meetings (no more than once weekly).

Assessment scope

Our IT assessment methodology is designed to provide a broad and comprehensive view of your IT environment. This enables us to identify gaps and develop recommendations that not only address your identified objectives, but also provide a model for long-term success. The results of the IT assessment will inform the IT master plan. Below is an overview of the key areas and topics to be addressed:

People	Human capital management Organizational structure Staffing levels Departmental skillset Competency development Succession planning	Strategic sourcing Vendor & contract management	Stakeholders Stakeholders engagement Customer satisfaction
Process	Strategy IT mission, vision, values Business context Business alignment Innovation Project portfolio management Project management Organizational change management	Governance Investment strategy Enterprise architecture Standards and policies Service level agreements Governance model Risk management Cybersecurity management Log collection & analysis Security architecture Information protection Disaster recovery & business continuity plans Regulatory and compliance obligations	Operations management Asset lifecycle management Performance & capacity management Configuration management Change management IT service management Knowledge management Software development lifecycle
Technology	IT infrastructure Structured cabling Network Servers & virtualization Enterprise storage & backup Telecommunications Specialized systems	Workforce enablement Mobility Remote access Collaboration & presentation solutions Productivity solutions Line-of-business applications*	Business intelligence & data Data governance Integrations Analysis & reporting tools

**Will only be reviewed at a high level from a perspective of whether or not the systems are meeting departmental needs.*

Bolded items are identified as priority areas in the assessment.

Activities by phase



PHASE 1: DISCOVERY

1. Collect and review documentation

Prior to our kick-off meeting (Step 2 below), we will provide the City with an information request list. We will review existing documentation to gain a comprehensive understanding of the City's current technology environment. We anticipate requesting documents in the following categories.

- IT organization and staffing
- Plans and budgets
- Network and telecom
- Server and storage environment
- End-user environment
- Applications
- Policies and procedures
- Cybersecurity
- External support

Please note that we do **not** expect the City to create any documentation that does not already exist. For any of the areas where documentation does not exist, the pertinent information will be obtained during the interview process.

We will distribute technical survey tools to gather information on current technologies in use (network, servers, storage, backup, disaster recovery, end-user computing environment, applications), if necessary. The tools will enable us to collect information in an efficient and consistent manner, to quickly compare the availability and use of technologies across the organization.

2. Conduct project kick-off meeting

During this meeting, we will confirm the objectives, timing, and scope of the project, as well as the anticipated level of involvement from the City's staff. We will discuss with you which the City team members should attend this session. We anticipate that the project kick-off and stakeholder interviews will occur at the same visit.

3. Conduct end-user technology satisfaction survey

To assess the use of technologies and their functions, we will develop and administer an online end-user survey. We will gather meaningful opinions, comments, and feedback regarding the deployment, use, and effectiveness of technologies across the organization as well as the support function. Ideally, the survey would be administered to all stakeholders.

The survey questionnaire(s) will be reviewed with the City's project team, refined as necessary, and prepared for distribution. When possible, we prefer to obtain preliminary results prior to our on-site

interviews, as information from the survey allows us to prompt and focus discussions with interview participants.

4. Conduct leadership and stakeholder interviews

We will meet with key stakeholder groups to understand the IT vision and expectations of IT and its technologies in support of that vision. The focus of these interviews is to identify the effectiveness of current IT operations, the ability to service and support current and future technical needs, and the overall use of technology at the organization. Interview topics will likely include:

- The strengths and opportunities for improvement of key enterprise systems and other IT systems as applicable
- Utilization of existing technologies
- IT service delivery
- Major IT initiatives, project prioritization, and governance
- Justification, approval process, and funding for IT
- Current and anticipated information and technology needs over the next five years

We find that conducting these meetings without technology representatives present allows us to receive more candid feedback. We anticipate conducting up to 8 hours of interviews and will work with the City's project team to schedule the interviews at a time that is mutually convenient.

5. Meet with IT staff

We will meet with individuals representing each area of IT. While we anticipate that many of the meetings will be group interviews, we will also meet separately with key IT personnel where necessary. The topics of discussion will vary by group, with some overlap, but will likely include:

- Organization structure, communication/working relationship
- IT roles, responsibilities, and resources/tools
- Key technology functions, systems/applications usage and challenges
- Current and anticipated skills and professional development/training needs
- Current and anticipated IT needs over the next three to five years
- Policies and procedures related to administration and management of IT systems

These meetings will complement and further clarify the information gathered using the survey instruments described above.

We anticipate conducting 8 hours of interviews and will work with your project team to schedule the interviews at a time that is mutually convenient. Please note that these interviews can be conducted either concurrently or separate from the stakeholder interviews.

6. Assess technical environment

We will conduct a review of the existing technical environment at the City, focusing on the areas identified in the assessment overview section. We will meet with IT department staff and vendors who are responsible for administering and managing information technology systems and services.

The purpose of these meetings will be to review the operational, administrative, and technical aspects of the information technology systems and services provided by the information systems department. Key considerations of the technical assessment activity are:

- Review of technology asset inventory and related warranty/maintenance agreements
- Evaluation of operational state, security, condition, and usable lifespan of technology components
- Assessment of system architectures, redundancy, interoperability, and standardization
- Review of optimal system feature & functionality usage
- Assessment of technology administration, support, and maintenance strategy

Components of the technical environment will be assessed as part of this interview process and a review of existing documentation. Where feasible, we will conduct these meetings simultaneously with the meetings with IT department staff detailed in the previous work-step. The findings from this phase will be documented and will serve to inform the subsequent phases.



PHASE 2: ANALYSIS AND RECOMMENDATIONS

1. Perform industry standard comparison

We will incorporate a review of the IT operations, resources, and technologies of the City against comparable organizations, industry standards, and best practices. For this purpose, we will use a variety of sources, including our own research and knowledge from similar work with other clients. We will focus on identifying specific areas of strength and opportunities for enhancement. The information obtained from this work step will be used to contrast and compare the effectiveness of the existing technology systems with current industry standards or other emerging technologies.

2. Conduct in-depth analysis

We will further review and analyze the information gathered during the discovery phase (Phase 1, described above). At a minimum, the following information (data and observations) will be analyzed:

- Documentation provided by the City
- On-site meetings and interviews with leadership, stakeholders, and IT staff
- Survey results
- Technologies in use, including systems architecture and methods for delivery of services
- Comparison to industry standards and best practices

3. Develop IT assessment report

Based on our findings, we will develop an IT assessment report that identifies areas of improvement for the City's IT environment. The report will contain recommendations aligned with industry standards and best practices for each of the topical areas identified in the assessment overview section.

We anticipate the report will consist of the following sections, keeping in context the size and the nature of the organization:

- Executive summary.
- Description of the current state environment for key technology areas (previously noted) along with an analysis of where the current IT environment stands in relation to its ability to support the business needs and requirements articulated.
- List of critical findings and recommended initiatives to address the gaps identified in the IT environment, ranked according to priority and effort, including an action plan to align the IT environment with the requirements and vision of the business.

We will review the draft report with the City team and incorporate any revisions necessary as a result of those discussions into the final version. We will also deliver a high-level presentation of the report to the City's leadership team, we expect this will be conducted remotely.



PHASE 3: TECHNOLOGY PLANNING

1. Conduct technology planning workshop

The overall goal for implementing technology is not for the technology itself but rather to enhance existing business processes performed by IT and support for processes that are performed across the organization. As such, the goal in developing a technology plan is to provide a coordinated, planned approach towards the deployment of technology with the intention of supporting the goals of the City and improving the effectiveness of business processes. We will conduct a technology planning workshop (approximately 3 hours) with key City participants to identify the key goals and objectives for the technology master plan.

Our discussions will consider the following:

- Alignment with industry standards for IT operations
- Expected future technology needs
- Emerging technologies and trends
- Productivity enhancement through technology
- Opportunities to achieve cost reductions and/or reallocation
- Projects and requirements, including resource capacity, data governance, security, etc.
- Risks and mitigation strategies

Also, during this workshop, we will work closely with City leaders to develop criteria to objectively evaluate and prioritize technology projects. It is expected that these prioritization criteria will clearly reflect the linkage between City's goals and objectives and IT initiatives.

2. Define technology needs

Based on the planning workshop and recommendations developed in the work step above, we will identify discrete technology projects and initiatives that should be undertaken by the City, which may include the following:

- Assist in meeting organization-wide goals and objectives.
- Enhance service levels.
- Satisfy the technology and business requirements of key entities, internal users, and departments.
- Build the necessary support infrastructure to administer the technology.
- Result in the upgrade of current systems as necessary.
- Maintain data integrity, confidentiality and redundancy.
- Enhance data and network security.
- Result in the implementation of new hardware, software, and communications equipment.
- Enhance processes to reduce inefficiencies, improve cost effectiveness, minimize paper intensive tasks, and eliminate redundant data entry.
- Account for inter-technology compatibility and data sharing.
- Reduce dependency on outdated equipment and software.

Based on the defined prioritization criteria and the projects identified in the previous work step, we will work with the City's project team to classify each project as a high, medium, or low priority. We will develop a preliminary implementation plan with budgetary estimates and timelines for each project, which we will then review and finalize with the project team.

3. Develop and present the technology master plan

We will develop a draft technology plan that outlines the priority, sequencing and timing of the technology initiatives identified over a five-year time horizon to guide future planning and allocation of financial and personnel resources.

The technology master plan will consider the following aspects:

- Key objectives to be accomplished across the duration of the planning period.
- A set of well-defined, prioritized projects to satisfy the identified needs of key stakeholders, in alignment with the plan's objectives.
- The implementation, training, support resources, and technical skills required of IT staff and outside technical assistance for new and enhanced technologies.

We will review the draft technology plan document with the project team and make any modifications necessary as a result of this meeting. Once feedback is received from the project team, we will incorporate any changes and finalize the master plan.

We will present the final technology master plan and associated recommendations to an audience of the City's choosing, typically the project team, executive management, and/or key stakeholders. We anticipate a single meeting conducted remotely using video conferencing technologies.



PHASE 4: PROJECT EXECUTION ASSISTANCE

1. Assist with identified projects

Based on the projects identified in the phase above, Plante Moran will be available to assist with execution of activities. While we anticipate this project assistance will initially consist of IT policy development, the City is welcome to use the budgeted hours for other activities of its choosing.

With respect to IT policy development, we will create draft policies for the areas identified by the City. We will utilize our experience with similarly size governmental entities to inform the creation of these policies, in terms of scope and complexity. In the interest of efficiency, we will utilize publicly available best practice templates (e.g., SANS Institute) and/or peer institution policies as a starting point for the development of the policies. We assume the City will assist Plante Moran in obtaining peer institution policies if necessary. The City will “own” the policy documents and will be able to treat them as living documents, making updates going forward as City policy may evolve. It will be the City’s responsibility to formally approve and enforce the policies.

Your project team

With over 3,800 staff members, we have a deep bench of resources to support the City's project. Our staffing approach is designed to ensure the right subject matter experts are assigned based on the unique needs of the City. The Plante Moran project team members proposed below for this project were selected for their experience with:

- Clients in the state of California
- Experience working with the City
- Government technology operations
- Technology strategic planning experience

Project staff	Project role and responsibility
Mike Riffel, CGCIO	Engagement Partner Mike will have overall responsibility for all Plante Moran services. He will provide project quality control over Plante Moran deliverables and services as well as insight on IT staffing, management, governance, support, and overall organizational assessment
Brian Pesis	Project Director Brian will provide strategic oversight of the project throughout its duration, ensuring the deliverables are meeting the City's needs and the team is performing as expected. Additionally, Brian will lead the stakeholder/department interview process for our team. As part of this, he will provide subject matter expertise gained from numerous municipal and public sector clients in California and across the country.
Jacinto Cordero	Project Manager Jacinto will have responsibility for managing the entire workplan, deliverables, and day-to-day project activities. Also responsible for risk and issue management and main point of contact for project communications with the City. He will coordinate stakeholder interviews and IT interviews and participate in select stakeholder and IT interviews. He will also coordinate and facilitate the visioning workshop.
Dan Queck Manager	Technical Lead Dan will be responsible for leading the interviews with IT staff. He will assist with the development of the IT assessment report and IT master plan as it pertains to information technology best practices.
Nina Rajcevic Manager	Functional Lead Nina will participate in the stakeholder/department interview process for our team. As part of this, she will provide government subject matter expertise gained from numerous California and national municipal technology projects to support the project, as well as assisting in developing the assessment and plan deliverables.

Cost proposal

Our proposed fees represent our best estimate for providing seamless service now, and in the future. Any services provided outside of the scope of this proposal will be discussed and determined before any billing takes place. We are proposing the fee schedule below for the activities detailed in this proposal:

Implementation services	Fees
IT Assessment and Master Plan (PM and Phases 1-3)	\$69,025
Travel costs (6 trips at \$2,000 per trip)	\$12,000
Project execution assistance <i>Estimated at 60 hours to be used by request</i>	\$16,500
Total	\$97,525

Timeline

We anticipate phase 1-3 of the engagement will be completed in approximately **16-20 weeks** of the kick-off meeting and is predicated on the availability and responsiveness of the City’s staff. The schedule for phase 4 activities will be mutually established between the City and our project team. A detailed schedule with specific dates for the project activities and milestones will be established during the project kick-off and initiation activities.

Fee assumptions

Our fees are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the City.

Project Resources and Governance

1. This professional services fee is predicated on the division of roles and responsibilities between the City and Plante Moran staff.
2. The City will assign a project manager that will work directly with Plante Moran staff.
3. Project status meetings will be conducted remotely and occur no more than once weekly with the City’s project manager.
4. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
5. City staff are available for interviews and focus groups as scheduled by Plante Moran and the City’s project manager.
6. There will be a single draft-to-final process for each deliverable.

7. The City will have ten working days or other number of days as mutually agreed to in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
8. All project activities progress according to the final accepted, detailed project plan and schedule.

Service Delivery

9. All of the project activities will be performed remotely, with the exception of the following activities that we anticipate will be performed onsite: Stakeholder interviews, IT staff interviews, Visioning workshop
 - (1) The City reserves the right to request on-site activities. Should any travel be agreed upon by Plante Moran' and the City's project managers, travel fees and expenses will be invoiced to the City at a rate of \$2,500 per person per week. These additional travel costs will be over and above the fees/amounts listed in our professional services fees table.
 - (2) All on-site work activity will be confirmed at least two weeks prior to the agreed upon travel date; any travel change fees incurred after such date will be expensed to the City.
 - (3) All on-site work will occur between Tuesday and Thursday unless an alternative working schedule is mutually agreed.
10. It is our practice to bill monthly for fees incurred in the prior month.
11. Our proposed services for project management and phases 1-3 are proposed as a total not-to-exceed amount based on the assumptions above.
12. Our proposed services for phase 4 will be billed as incurred at the City's request.



**We look forward to working with you.
Please contact us with any questions.**



Mike Riffel
Engagement Partner
312-602-3539
mike.riffel@plantemoran.com

According to our recent
client satisfaction survey,

98%

of clients say they

**would recommend
Plante Moran.**



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Set Time and Place of Public Hearing – Proposed Increases and Updates to the Master Fee Schedule

Recommended Action

It is recommended that the City Council set the time and place for a public hearing on May 13, 2024, at 7:00 pm to review Proposed Increases and Updates to the Master Fee Schedule.

Background

At its meeting on July 11, 2022, the City Council reviewed the Daly City User Fee Study and adopted an updated Daly City Master Fee Schedule. At that meeting, staff recommended that the City Council review the Master Fee Schedule and any proposed increases and updates to the Schedule on an annual basis. The public hearing proposed for May 13, 2024, is to approve the recommended FY 2025 Master Fee Schedule increases and updates.

Discussion

Staff recommends that the City Council approve increases and updates to the Master Fee Schedule at the City Council meeting on May 13, 2024. Copies of the proposed fee increases will be available for public inspection beginning Friday, April 12, 2024, on the City's website at www.dalycity.org.

Appropriate notice will be posted by the Department of Finance and Administrative Services regarding the availability of the documentation.

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

Respectfully submitted,

Timothy J. Nevin
Director of Finance and
Administrative Services



City Council Agenda Report

Item # _____

Meeting Date: April, 8 2024

Subject: Authorize an Agreement with Tyler Technologies, Inc. for their Tyler EERP Software and Implementation Services; authorize an amendment to the agreement with Plante Moran for project management services; and authorize one new FTE in the Information Services Division to support ongoing system implementation.

Recommended Action

Staff recommends that the City Council:

- 1) Award an agreement to Tyler Technologies, Inc. for software subscription, training, and implementation services related to the City's new enterprise resources planning (ERP) system in the amount of \$2,880,740;
- 2) Amend the agreement with Plante Moran to provide project management services for an additional amount of \$490,000, or a new total not to exceed \$654,175;
- 3) Authorize the City Manager to execute all necessary agreements related to the ERP project;
- 4) Authorize one (1) new Information Services Manager position (Miscellaneous/ Unrepresented) in the Information Services Division and reassign it from Range U101 to Range U107 to support ongoing system implementation; and
- 5) Adopt a resolution to approve a new capital improvement project in the Information Services fund (Fund 55) and appropriate \$2,030,990 to the Tyler ERP Implementation project.

Background

The City of Daly City currently uses Finance Enterprise by Central Square as its financial and human resources management or ERP software. The system manages several areas for the City including accounts payable, accounts receivable, budgeting, general ledger and project accounting, payroll, and purchasing. The City transitioned to Finance Enterprise when the vendor for its legacy ERP system, IFAS, discontinued support for the older system and recommended their upgraded, cloud-based platform. Although staff had been working on the upgrade for a while, the Department did not go live with the new system until April 2021. Unfortunately, the transition did not go well, and staff has been managing issues and errors with the new platform since that initial go live date. Finance and Information Services staff continue to work with Central Square to try to fix issues with the system. However, staff realized that Finance Enterprise was not the ERP system to create greater efficiencies for Daly City in the long run.

The City contracted with Plante Moran to assist in developing the Request for Proposal (RFP) for a new ERP system and selecting the new product. As part of this process, the City created a Steering Committee, made up of department heads from various departments, to help oversee the process and a Selection Committee, made up of ERP users from various departments, to help select the final product. Under the guidance of these two committees, the City worked with Plante Moran to conduct needs assessment interviews with subject matter experts from every City department to help identify opportunities for improvement to business processes and make recommendations around the City's ERP needs. The findings from the ERP Needs Assessment and Gap Analysis Report provided by Plante Moran helped shape the next stage of the process, the development of the RFP.

City Council Agenda Report

Subject: Authorize an Agreement with Tyler Technologies, Inc. for their Tyler EERP Software and Implementation Services; authorize an amendment to the agreement with Plante Moran for project management services; and authorize one new FTE in the Information Services Division to support ongoing system implementation

Meeting Date: April, 8 2024

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Plante Moran assisted the City with development of the RFP to solicit responses from vendors that provide ERP implementation services and solutions for organizations similar in size to Daly City. The RFP was issued on February 28, 2023 with a submittal deadline of April 4. The RFP was posted on the City's website and sent directly to vendors in this market area. The City provided a window for vendors to submit questions, facilitated a pre-bid meeting, and issued an RFP addendum to respond to questions. The City received five responses to the RFP as noted in Table A below.

Table A – Initial Vendor Proposals

Software	Implementor
Oracle	Forsys, Inc.
SAP Business ByDesign & PDS	Univerus
Tyler EERP	Tyler Technologies
Workday	Avaap Solutions
Workday	Collaborative Solutions

In April 2023, the Selection Committee began reviewing each proposal, supported by comparison data prepared by Plante Moran. Following an initial review of the proposals, a facilitated four-hour online demonstration by four of the five vendors, and reference checks, the Selection Committee chose to shortlist two vendors who they invited for on-site demonstrations. City staff coordinated with Tyler Technologies (EERP) and Collaborative Solutions (Workday) to demonstrate their products to the Selection Committee and other city staff during these three-day software demonstrations. Following these demonstrations, the Selection Committee completed additional reference checks and conducted on-site and online visits with cities utilizing the two software products. Based on the information gathered, the Selection Committee conducted their final ranking and notified Tyler Technologies that they were the preferred vendor. Staff began contract negotiations with Tyler in December 2023. After several conversations with staff from Tyler Technologies and Plante Moran, the project management team and the City Attorney's office have agreed to the attached agreement with Tyler Technologies (Attachment A).

Discussion

The agreement with Tyler Technologies includes a software subscription for Tyler EERP for an initial five-year term and implementations services for approximately 26 months. The City has selected a phased approach for the software implementation with the core financial modules scheduled as the first phase and the payroll and human resources modules scheduled as the second phase. The first phase is scheduled to begin in April with a go-live in July 2025 and the second phase is scheduled to begin in January 2025 with a scheduled go-live in January 2026. Once both phases have gone live, the City anticipates seeing greater efficiencies in many areas such as accounts payable, payroll, and human resources management.

City Council Agenda Report

Subject: Authorize an Agreement with Tyler Technologies, Inc. for their Tyler EERP Software and Implementation Services; authorize an amendment to the agreement with Plante Moran for project management services; and authorize one new FTE in the Information Services Division to support ongoing system implementation

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A substantial number of resources are required to ensure that the new ERP software is implemented correctly within the proposed timeline and budget. While completing reference checks and vendor research, the Selection Committee learned from other cities that having sufficient resources was critical to successful project implementation. Outside agencies mentioned having sufficient technology and implementation staff, project management resources, and backfill for current staff working on the project as especially important. The project management team has addressed these needs by allocating additional resources in these areas.

City staff recommends amending the current contract with Plante Moran to add ERP project management and implementation services, as included in Attachment B. Plante Moran staff familiar with the City and its ERP needs will staff the project and help keep both the vendor and internal project staff on task and on schedule. Additionally, staff recommends reinstating the Information Services Manager position at this time to assist with this and other project implementations and updating its salary to current market conditions by reassigning it from Range U101 to Range U107 of the Miscellaneous/Unrepresented salary schedule. During the process of identifying a new vendor for the City's ERP system, City staff recognized that at least 1 new FTE was needed in the Information Services Division to support the expansion of technology throughout the organization. The Information Services Manager position appeared to be the right position given the City's current needs in technology and strategic technology planning. Finally, some additional hourly staff hours have been included in the FY 2025 operating budget request to provide backfill to Finance and Human Resources staff during the ERP implementation process.

Fiscal Impact

A summary of the ongoing and one-time costs associated with the ERP Implementation project are included in Table B.

Table B – Summary of ERP Ongoing and One-Time Costs

	Annual Operating Costs	One-Time Costs (Est. over 2 years)
Tyler Technologies EERP Agreement	\$267,950	\$1,540,990
Plante Moran Agreement Amendment	\$0	\$490,000
Information Services Manager FTE	\$337,000	\$0
Total	\$604,950	\$2,030,990

The agreement with Tyler Technologies includes both a five-year software subscription and implementation services for the initial installation of the product. The five years of software subscription payments total \$1,339,750 and equal \$267,950 annually. This funding has been included in the FY 2025 Information Services fund (Fund 55) operating budget request where it will be budgeted going forward. This budget currently has the annual funding for the ongoing software subscription for Central Square's Finance Enterprise (\$171,000), which will go away

City Council Agenda Report

Subject: Authorize an Agreement with Tyler Technologies, Inc. for their Tyler EERP Software and Implementation Services; authorize an amendment to the agreement with Plante Moran for project management services; and authorize one new FTE in the Information Services Division to support ongoing system implementation

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once the Tyler implementation is complete. The remaining portion of the Tyler Technologies award, \$1,540,990, is for Tyler's implementation services related to new ERP system. The funding for this portion of the project will come from the Fund 55 fund balance and be appropriated in the capital project Tyler ERP Implementation.

The amendment with Plante Moran for ERP implementation services will cost approximately \$490,000 over the estimated two years of the project. The funding will be appropriated from Fund 55 and placed in the capital project Tyler ERP Implementation.

The new Information Services Manager position is estimated to cost \$337,000 in FY 2025 and will be funded from Fund 55 going forward. Fund 55 currently has a sufficient fund balance to support these recommended appropriations.

Summary/Conclusion

Staff recommends that the City Council:

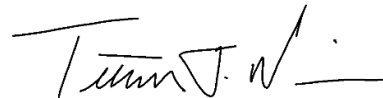
- 1) Award an agreement to Tyler Technologies, Inc. for software subscription, training, and implementation services related to the City's new enterprise resources planning (ERP) system in the amount of \$2,880,740;
- 2) Amend the agreement with Plante Moran to provide project management services for an additional amount of \$490,000, or a new total not to exceed \$654,175;
- 3) Authorize the City Manager to execute all necessary agreements related to the ERP project;
- 4) Authorize one (1) new Information Services Manager position (Miscellaneous/Unrepresented) in the Information Services Division and reassign it from Range U101 to Range U107 to support ongoing system implementation; and
- 5) Adopt a resolution to approve a new capital improvement project in the Information Services fund (Fund 55) and appropriate \$2,030,990 to the Tyler ERP Implementation project.

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

Respectfully submitted,



S. Abby Veaser
Assistant Director
Finance and Administrative Services



Timothy J. Nevin
Director
Finance and Administrative Services



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Daly City, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). Furthermore, your consultants, contractors, and business partners may access the Tyler Software and Documentation under your direction to the extent required for them to provide services to you. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. The City shall be liable for any failure of any third party to which the City provides access to the Tyler Software or Documentation to abide by all applicable terms and conditions of this Agreement. To the extent that disclosure of the Tyler Software or Documentation is necessary to facilitate integration between any third party software and the Tyler Software, the City will provide notice to Tyler of the City's intent to disclose the Tyler Software or Documentation and Tyler shall have a right to require any such third party to sign a nondisclosure agreement ("NDA") with Tyler in the event an NDA is reasonably required for Tyler to protect its intellectual property rights in the Tyler Software and Documentation. Such NDA will include provisions making that third party liable to Tyler for any failure to abide the terms and conditions of the NDA. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the

term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. Functionality Replacement. For a period of five (5) years beginning on the first day of the first month forty-five (45) days from the Effective Date, if a new release of the Tyler Software included within scope as of the Effective Date removes functionality that was provided to you as part of the original implementation, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.
7. SaaS Services.
 - 7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center physically located within the continental United States. Tyler will not transfer Client Data outside territorial limits of the United States of America without prior permission from Client. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software.

Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 7.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 7.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

- 1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. This not to exceed commitment is contingent on your timely meeting of your overall agreed upon obligations under this Agreement. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours, as set forth in the Investment Summary.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or

change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for sixty (60) days from the date of the quote.

4. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. We agree to maintain an adequate staff of experienced and qualified employees for efficient and timely performance of implementation services under this Agreement.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice of fifteen (15) business days and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event Tyler personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request. At no cost to the Client, Tyler will use best efforts to identify replacement staff within ten (10) business days, and replacement staff will otherwise be assigned following the same processes set forth above and shall have, at minimum, sufficient experience and project knowledge to provide the services required pursuant to this Agreement. Client and Tyler agree to reasonably cooperate in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans. If the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

5. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
7. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
10. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 10.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 10.2 provide support during our established support hours;
 - 10.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 10.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 10.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design;

(c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

11. Compliance with Rules and Regulations. We agree that all persons working for or on behalf of us whose duties bring them upon your premises shall obey the rules and regulations that are established by you and shall comply with the reasonable directions of your representatives in accordance with such rules and regulations. You may, at any time and solely to protect your safety and property due to the unique circumstances on the City's property, require the removal and replacement of any of our employees if such employee disregards your policies, rules, and regulations. Any employee involved in egregious or unlawful misconduct while on Client premises shall be subject to immediate removal by the Client or local law enforcement.
12. Compliance with Federal and State Laws. Tyler, in the provision of software and services pursuant to this Agreement, shall comply with all laws, rules and regulations applicable to our performance under this Agreement in effect as of the Effective Date and those that may become effective thereafter; the software, services, and fees set forth in the Investment Summary account for the entirety of our compliance efforts based on the mutually agreed scope of the project.
13. Project Schedule. Unless otherwise agreed to by the parties, within thirty (30) business days of the Phase initiation call, and if all black-out dates have been provided, we will deliver to you a full project schedule for the phase that details all in scope sessions through go-live. Once the schedule has been approved, we will provide a Project Plan. The Project Plan will be in sufficient detail to specify the installation, conversion, training, testing, acceptance, and live operation activities for each phase, including the planned phase go-live date. The parties understand and agree that the Project Plan(s) may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass

through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to five (5) years, commencing on the first day of the first month forty-five (45) days from the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the

Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Return of Client Data. In the event of termination of the Agreement, and upon reasonable advance notice, Tyler shall promptly make all Data available to you in the format of the database or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.
4. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate in good faith during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs, and expenses, as set forth in the parties' executed change order or addendum.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO TIMES (2X) TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for thirty-six (36) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those thirty-six (36) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty-six (36) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within fifteen (15) business days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This

discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will

provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Rob Kennedy-Jensen

Name: Rob Kennedy-Jensen

Title: Group General Counsel

Date: 3/18/2024

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Daly City, California

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

City of Daly City
333 90th Street
Daly City, California 94015-1808
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Jennifer Wahlbrink
 Quote Expiration: 03/31/24
 Quote Name: City of Daly City-EERP
 Quote Description: 3-11-24 City of Daly City, CA v.5 - NTE Service Proposal
 SaaS Term: 5.00

Sales Quotation For:

Shipping Address:

City of Daly City
 333 90th St
 Daly City CA 94015-1808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	512	\$ 69,205.00
Accounts Payable	1	144	\$ 19,455.00
Budgeting	1	184	\$ 19,455.00
Capital Assets	1	220	\$ 17,841.00
Cash Management	1	144	\$ 13,391.00
Contract Management	1	112	\$ 8,326.00
Project & Grant Accounting	1	184	\$ 12,039.00
Purchasing	1	512	\$ 32,101.00
Human Resources Management			
Employee Expense Reimbursement	1	120	\$ 7,121.00
Human Resources & Talent Management	1	224	\$ 5,939.00
Payroll with Employee Access	1	400	\$ 8,736.00
Recruiting	1	52	\$ 1,462.00
Time & Attendance w Mobile Access - Up to 750 Employees	1	292	\$ 16,100.00

Revenue Management			
Accounts Receivable	1	332	\$ 15,570.00
General Billing	1	184	\$ 8,288.00
Content Management			
Content Manager Core includes Onboarding	1	104	\$ 23,080.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	240	\$ 28,480.00
Additional			
ACFR Statement Builder	1	52	\$ 9,617.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 10,562.00
Sub-Total:			\$ 326,768.00
Less Discount:			\$ 58,818.00
TOTAL		4012	\$ 267,950.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
25% of Dedicated Project Manager (Monthly)	26	\$ 8,800.00	\$ 0.00	\$ 228,800.00	\$ 0.00
Applicant Tracking Import Hours	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Capital Assets Import Hours	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Cashiering Implementation w/ EERP Hours - On-site	72	\$ 225.00	\$ 0.00	\$ 16,200.00	\$ 0.00
City Contingency Hours - Remote	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
COA Import Hours	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Executive Insights Implementation	1	\$ 10,500.00	\$ 0.00	\$ 10,500.00	\$ 0.00
Not To Exceed Contingency Hours- remote	864	\$ 200.00	\$ 0.00	\$ 172,800.00	\$ 0.00
P-Card Import Format	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00	\$ 0.00
Payroll Accruals Import Hours	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Payroll Deductions Import Hours	24	\$ 200.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Phase 1 End User Training Hours - On-site	64	\$ 225.00	\$ 0.00	\$ 14,400.00	\$ 0.00
Phase 1 End User Training Hours - remote	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
Phase 2 End User Training Hours - On-site	64	\$ 225.00	\$ 0.00	\$ 14,400.00	\$ 0.00

Phase 2 End User Training Hours - remote	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
Position Control Import Hours	28	\$ 200.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Report Development Assistance Hours- remote	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
State Retirement Tables Import Hours	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 68,500.00	\$ 0.00
Onsite Implementation	1024	\$ 225.00	\$ 0.00	\$ 230,400.00	\$ 0.00
Remote Implementation	2988	\$ 200.00	\$ 0.00	\$ 597,600.00	\$ 0.00
TOTAL				\$ 1,467,100.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 267,950.00
Total Tyler Services	\$ 1,467,100.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 1,467,100.00	\$ 267,950.00
Contract Total	\$ 2,806,850.00	
Estimated Travel Expenses excl in Contract Total	\$ 73,890.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 9,500.00	\$ 0.00	\$ 9,500.00
Accounts Payable	1	\$ 14,700.00	\$ 0.00	\$ 14,700.00
Project Accounting	1	\$ 9,500.00	\$ 0.00	\$ 9,500.00
Purchase Orders	1	\$ 8,000.00	\$ 0.00	\$ 8,000.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 0.00	\$ 14,300.00
Revenue Management				
General Billing	1	\$ 12,500.00	\$ 0.00	\$ 12,500.00
TOTAL				\$ 68,500.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	24	\$ 3,768.00
Bid Management	1	112	\$ 8,449.00
eProcurement (Vendor Access and Punch-Out)	1	92	\$ 13,650.00
Performance Based Budgeting	1	440	\$ 23,522.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 350 Employees	1	132	\$ 10,978.00
Revenue Management			
Cashiering	1	132	\$ 22,459.00
Civic Services			
My Civic	1	160	\$ 13,000.00
Data Insights			
Capital Projects Explorer	1	0	\$ 13,000.00
Open Finance	1	0	\$ 24,700.00

Integrations			
API Toolkit Bundle	1	80	\$ 23,265.00
SnapLogic - Up to 5 Integrations	1	1664	\$ 2,600.00
TOTAL:		2836	\$ 159,391.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Capital Projects Explorer	1	\$ 4,200.00	\$ 0.00	\$ 4,200.00	\$ 0.00
Install Fee - Open Finance	1	\$ 7,000.00	\$ 0.00	\$ 7,000.00	\$ 0.00
Onsite Implementation	720	\$ 225.00	\$ 0.00	\$ 162,000.00	\$ 0.00
Remote Implementation	2116	\$ 200.00	\$ 0.00	\$ 423,200.00	\$ 0.00
TOTAL				\$ 596,400.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit	Total Price	Unit	Unit	Total
			Discount		Maint/SaaS	Maint/SaaS Discount	
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - Implementation	80	\$ 185.00	\$ 0.00	\$ 14,800.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 26,505.00	\$ 0.00	\$ 26,505.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL**\$ 20,303.00****\$ 26,820.00****Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 69,205.00	\$ 12,457.00	\$ 56,748.00
Accounts Payable	\$ 19,455.00	\$ 3,502.00	\$ 15,953.00
Budgeting	\$ 19,455.00	\$ 3,502.00	\$ 15,953.00
Capital Assets	\$ 17,841.00	\$ 3,211.00	\$ 14,630.00
Cash Management	\$ 13,391.00	\$ 2,410.00	\$ 10,981.00
Contract Management	\$ 8,326.00	\$ 1,499.00	\$ 6,827.00
Project & Grant Accounting	\$ 12,039.00	\$ 2,167.00	\$ 9,872.00
Purchasing	\$ 32,101.00	\$ 5,778.00	\$ 26,323.00
Human Resources Management			
Employee Expense Reimbursement	\$ 7,121.00	\$ 1,282.00	\$ 5,839.00
Human Resources & Talent Management	\$ 5,939.00	\$ 1,069.00	\$ 4,870.00
Payroll with Employee Access	\$ 8,736.00	\$ 1,572.00	\$ 7,164.00
Recruiting	\$ 1,462.00	\$ 263.00	\$ 1,199.00
Time & Attendance w Mobile Access - Up to 750 Employees	\$ 16,100.00	\$ 2,898.00	\$ 13,202.00
Revenue Management			
Accounts Receivable	\$ 15,570.00	\$ 2,803.00	\$ 12,767.00
General Billing	\$ 8,288.00	\$ 1,492.00	\$ 6,796.00
Content Management			
Content Manager Core includes Onboarding	\$ 23,080.00	\$ 4,154.00	\$ 18,926.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 28,480.00	\$ 5,127.00	\$ 23,353.00
Additional			
ACFR Statement Builder	\$ 9,617.00	\$ 1,731.00	\$ 7,886.00
Enterprise Forms Processing Software (including Common Form Set)	\$ 10,562.00	\$ 1,901.00	\$ 8,661.00

	TOTAL	\$ 326,768.00	\$ 58,818.00	\$ 267,950.00
Comments				
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.				
Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.				
Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.				
Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.				
The Implementation Hours included in this quote assume a work split effort of 50% Client and 50% Tyler.				
Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.				
Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.				
As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com  to initiate the trial.				
Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.				
Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.				

The SaaS fees for product that are not named users are based on 150 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** During the initial term, SaaS Fees are invoiced in accordance with the payment schedule below, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS Fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees will be invoiced annually in advance on each anniversary of June 1 and will be at our then-current rates.

Payment Date	SaaS Fees
6/1/24	\$60,941.57
9/1/24	\$60,941.57
12/1/24	\$66,987.69
3/1/25	\$66,987.69
6/1/25	\$267,950.00
6/1/26	\$267,950.00
6/1/27	\$267,950.00
6/1/28	\$267,950.00

2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Hours invoiced may not exceed the budgeted hours by phase represented in the project plan without an approved change order. The foregoing notwithstanding, the Client may retain twenty percent (20%) of the implementation and other professional fees, with such retention to be paid upon the acceptance of each Phase as defined in the Statement of Work.
 - 2.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.4 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
3. Third Party Products and Hardware.
 - 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
 - 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Third Party Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit E
Statement of Work

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City of Daly City, CA

SOW from Tyler Technologies, Inc.

12/4/2023

Presented to:
City of Daly City
333 90th St
Daly City, CA 94015-1808

Contact:
Katharina Howard
Email: Katharina.Howard@TylerTech.com
1 Tyler Drive, Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Daly City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Project Success Criteria

- Ensure the needs of the City are thoroughly defined, documented, and understood by the Tyler implementation staff through a collaborative process between City staff and Tyler implementation staff
- Business process reengineering takes place, as appropriate, during the appropriate project phase(s), with Tyler implementation staff taking an advisory role in this process
- Through conversations during the Current State analyses, Tyler has gained a clear understanding of the City’s business requirements for in scope areas.
- Tyler and the City provides adequate resources to implement the new system
- Tyler and the City will work jointly to ensure users are sufficiently trained so they can effectively use the system

1.4 Methodology

This is accomplished by Daly City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

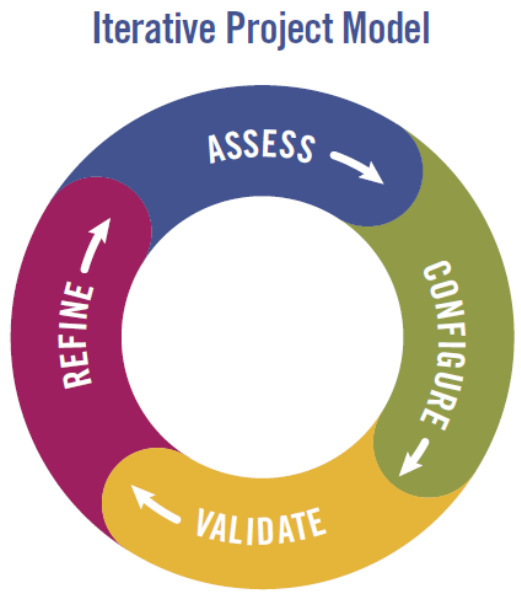


Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet Daly City’s complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Daly City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Daly City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where Daly City’s business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



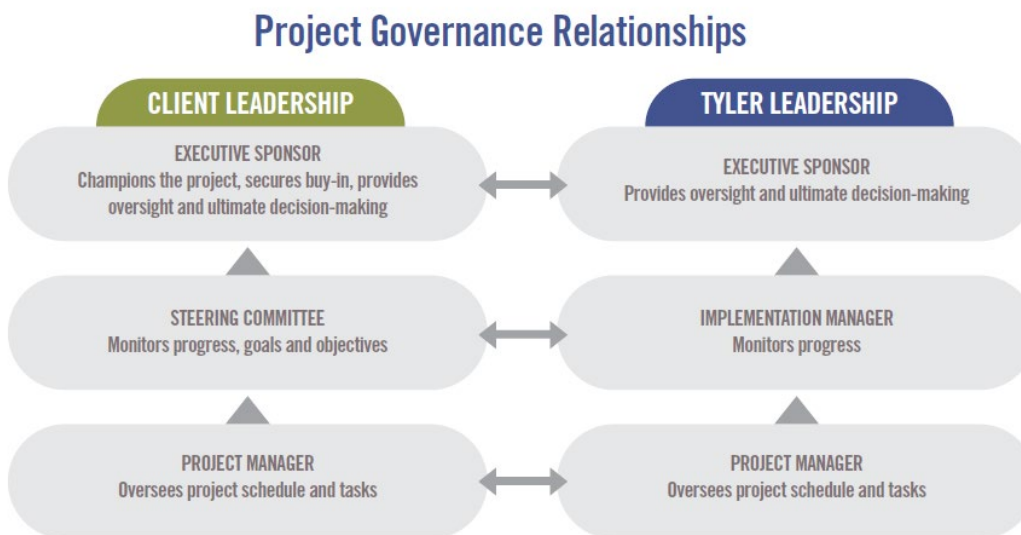
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

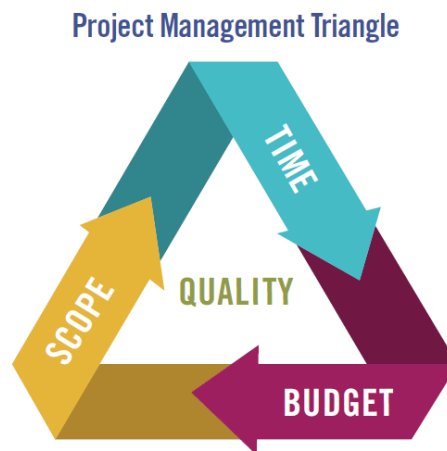
The chart below illustrates an overall team perspective where Tyler and Daly City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Daly City Steering Committee become the escalation points to triage responses prior to escalation to Daly City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Daly City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

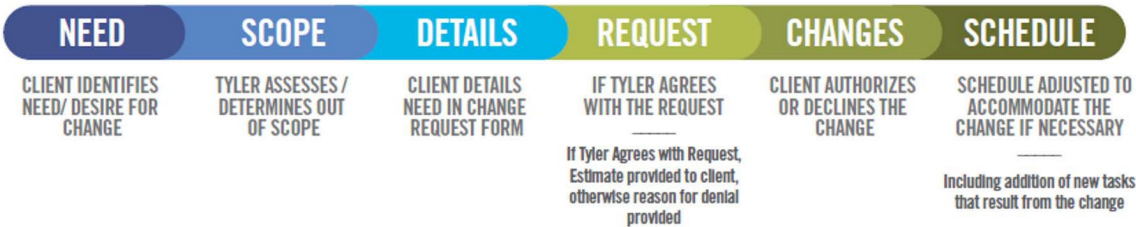
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to Daly City; for example, Daly City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Daly City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Daly City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Daly City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Daly City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and Daly City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Daly City feedback and approval on Project deliverables will be critical to the success of the Project. Daly City project manager will strive to gain deliverable and decision approvals from all authorized Daly City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Daly City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- Daly City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Daly City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Daly City does not agree the Deliverable or Control Point meets requirements, Daly City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Daly City shall then have four (4) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Daly City does not provide acceptance within four (4) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Daly City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Daly City, but are roles defined within the Project. It is common for individual resources on both the Tyler and Daly City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Daly City 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Daly City 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Daly City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, management of effective risk, and issue management, and is the primary point of contact for all Project related items. The Project Manager will also be responsible for overseeing quality control of the implementation activities and the system performance. As requested by Daly City, the Tyler Project Manager provides regular updates to Daly City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Daly City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops and maintains initial Project schedule and Project Management Plan.



- Collaborates with Daly City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Daly City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Daly City any items that may impact the outcomes of the Project.
- Collaborates with Daly City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Daly City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Daly City and Tyler, in understanding the goals, objectives, status, and health of the Project.
- Establishes routine status calls and provides an updated status report and budget reconciliation in advance of every status call, which includes hours and types of hours utilized.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Daly City through software validation process following configuration.
- Assists during Go-Live process and provides support until Daly City transitions to Client Services.
- Facilitates training sessions and discussions with Daly City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.
- Possesses an understanding of the functionality within Tyler software products for their functional area(s) so that tasks are completed competently and efficiently.
- Provides confident recommendations regarding configuration decisions and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions with the Tyler project manager and Daly City project manager.
- Documents activities for onsite services and provides regular updates to the Tyler project manager.



- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Completes site reports detailing activities for each implementation day within 5 business days of the event(s) they facilitated

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Daly City Roles & Responsibilities

Daly City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Daly City Executive Sponsor

Daly City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers Daly City steering committee, project manager(s), and functional leads to make critical business decisions for Daly City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Daly City Steering Committee

Daly City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees Daly City project manager and Project through participation in regular internal meetings. Daly City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. Daly City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.



- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Daly City Policies
 - Needs of other client projects

5.2.3 Daly City Project Manager

Daly City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Daly City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Daly City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. Daly City project manager(s) are responsible for reporting to Daly City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Daly City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Daly City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.



- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Daly City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Daly City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Daly City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Daly City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Daly City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Daly City resources



- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 Daly City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Daly City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Daly City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Daly City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Daly City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Daly City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Daly City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Daly City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.



- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Daly City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Daly City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Daly City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Daly City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Daly City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Daly City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Daly City's team. During this step, Tyler will work with Daly City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Daly City project team.

STAGE 1	Initial Coordination																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Daly City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Daly City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Daly City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Daly City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Daly City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with Daly City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize Daly City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Daly City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Daly City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Daly City to install License Software. Daly City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Daly City's infrastructure meets Tyler's application requirements.
- Ensure Daly City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler								Daly City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	



Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to Daly City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in Daly City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	I	A	R	I	I				I	I	C		I				
		I	C						A		R		C				
Create Stakeholder Meeting Presentation																	
Review Stakeholder Meeting Presentation																	



Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I
--	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Daly City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Daly City business processes. This information will be used to identify and define business processes utilized with Tyler software. Daly City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Daly City team knowledge transfer such as: eLearning, documentation, or walkthroughs. Daly City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Daly City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Daly City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Daly City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is Daly City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Daly City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions (Solution Design document)	Delivery and acceptance of Solution Design document

Work package assumptions:

- Daly City attendees possess sufficient knowledge and authority to make future state decisions.
- Daly City is responsible for any documentation of current state business processes.
- Daly City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and Daly City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.



The teams will review any existing data publish and metadata standards for Daly City's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Daly City Source data
	Daly City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	Daly City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Daly City representatives to identify business rules before writing the conversion.
- Daly City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Daly City Source data
	Daly City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Daly City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Daly City representatives to identify business rules before writing the conversion.
- Daly City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by Daly City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Daly City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Daly City

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Daly City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Daly City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- Daly City will provide network access for Tyler modules, printers, and Internet access to all applicable Daly City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Daly City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Daly City collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate Daly City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Daly City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Daly City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Daly City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate Daly City users on how to execute processes in the system to prepare them for the validation of the software. Daly City collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that Daly City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Write custom process documentation for requested modules in scope			A	R							I	C		C	I		
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Daly City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Daly City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Daly City-specific process documentation (completed by Daly City)	

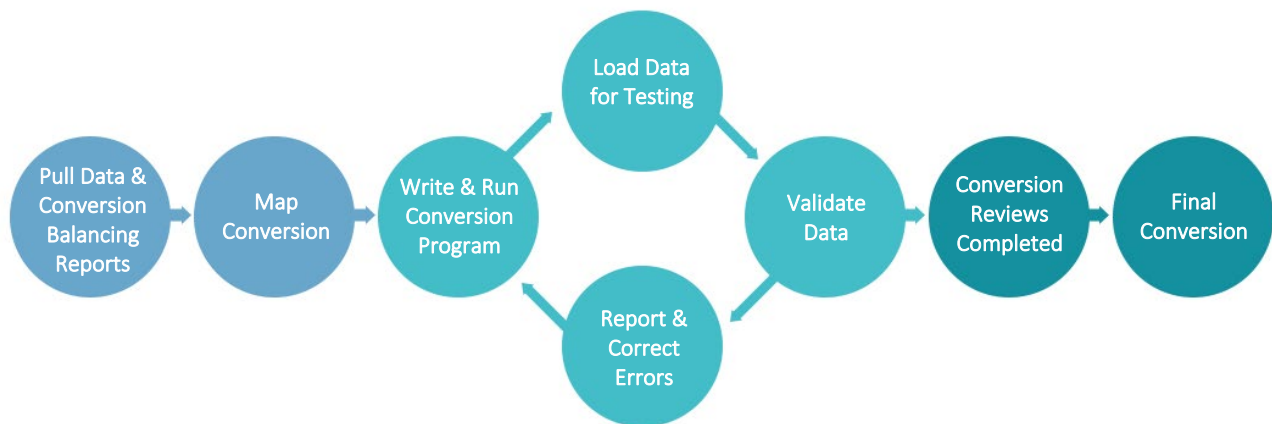
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition Daly City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, Daly City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with Daly City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Daly City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- Daly City will provide a single file layout per source system as identified in the investment summary.
- Daly City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- Daly City project team will be responsible for completing the code mapping activity, with assistance from Tyler.
- Daly City may use as many passes as required to complete any given conversion at 100% accuracy, given that the file layout does not change from one pass to another.
- Once a pass has been signed off on by Daly City as having been reviewed for accuracy and as complete, and once the conversion pass has been loaded into the Production database, no further passes will be delivered by the conversion team.



6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights only).
- Prioritized data sets for review in Tyler system (Data & Insights only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare Daly City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with Daly City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Daly City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Daly City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Daly City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Daly City updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Daly City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure Daly City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and Daly City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	Daly City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Daly City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. Tyler will provide, at the City's request, custom process documentation for requested modules in scope under the 50/50 work split. . Daly City-led training labs using Daly City specific business process documentation if created by Daly City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Daly City is prepared for on-going training and support of the application.



STAGE 4	End User Training																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Daly City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Daly City signoff that training was delivered

Work package assumptions:

- Daly City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Daly City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Daly City departments.
- Daly City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.



- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Daly City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Daly City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Daly City and Tyler will complete work assigned to prepare for Go-Live.

Daly City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Daly City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Daly City during Go-Live activities. Daly City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Daly City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C



Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Daly City confirms data is available in production environment

Work package assumptions:

- Daly City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- Daly City business processes required for Go-Live are fully documented and tested.
- Daly City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- Daly City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Daly City onto the Tyler Client Services team, who provides Daly City with assistance following Go-Live, officially transitioning Daly City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Daly City teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Daly City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Daly City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Daly City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance. Tyler will continue to provide implementation support for post-live training and issue resolution through a mutually agreed-upon timeframe. This includes making reasonable efforts to keep the project manager involved through the project close.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Daly City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Daly City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Daly City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Daly City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Daly City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Daly City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Daly City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Daly City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Daly City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Daly City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- Upon commencement of the project, Tyler will establish a client SharePoint site that will become the central landing page for all project-related documentation as well as tracking issues and action items, a risk register, key contacts, and the implementation schedule.
- Daly City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to Daly City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable. These will be posted to the Client SharePoint site.
- Implementation Consultants will provide a site report for each session conducted within five business days, which will be posted to the client SharePoint site.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Daly City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Daly City to make process changes.
- Daly City is responsible for defining, documenting, and implementing their policies that result from any business process changes.



- Daly City is permitted to request resumes for project personnel proposed by Tyler. Tyler will provide project resumes, demonstrating relevant past project experience, for project team members in a timely manner as to not negatively impact expected dates of performance.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Daly City is responsible for managing Organizational Change. Impacted Daly City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Daly City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Daly City resources will participate in scheduled activities as assigned in the Project Schedule.
- Daly City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Daly City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Daly City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Daly City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Daly City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Daly City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Daly City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Daly City representatives to identify business rules before writing the conversion. Daly City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- Daly City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- Daly City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Daly City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Daly City will provide dedicated space for Tyler staff to work with Daly City resources for both on-site and remote sessions. If Phases overlap, Daly City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Daly City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Project Accounting

9.1.3.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.3.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.



- Up to 5 years

9.1.3.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 5 years

9.1.4 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

9.1.5 Human Resources Management

9.1.5.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address(es), marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.5.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.5.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.5.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history under the check history conversion.

9.1.5.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years



9.1.5.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.5.7 Education

- Codes, for institution, type of degree, and area(s) of study

9.1.6 General Billing

9.1.6.1 Customer Master Files

- Customer information

9.1.6.2 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.1.6.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP



10. Additional Appendices

10.1 Tyler and Client Work Split Assumptions

10.1.1 Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort to a 50% work effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and status meetings to proactively recommend and agree upon the use of those additional project hours. Where those hours are proposed as a part of the initial project schedule, the Tyler Project Manager will identify these hours as work split hours in order for the City to be able to more easily identify where those hours are used. Common areas additional hours are used are:

- Configuration
 - Setting and Code configuration
 - Security and Workflow Building
- Data Conversion
 - Conversion Mapping
 - Conversion Proofing
 - Conversion Testing
 - Imports in lieu of conversion
- Formatting files
- Building custom templates
- Testing imports/Data validation
- Training/Documentation
 - Additional repeat process training
 - Post Live Assistance
- Bank Reconciliation assistance for additional months
- Month-end assistance for additional months
- Year-end assistance for multiple years
- W-2/1099 processing for multiple years
 - Job aides/quick reference guides
 - End user training documentation
- Testing
 - Additional parallel processing
 - Test script building
 - Integration Testing
- Import/Export template building
- Import testing
- Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.

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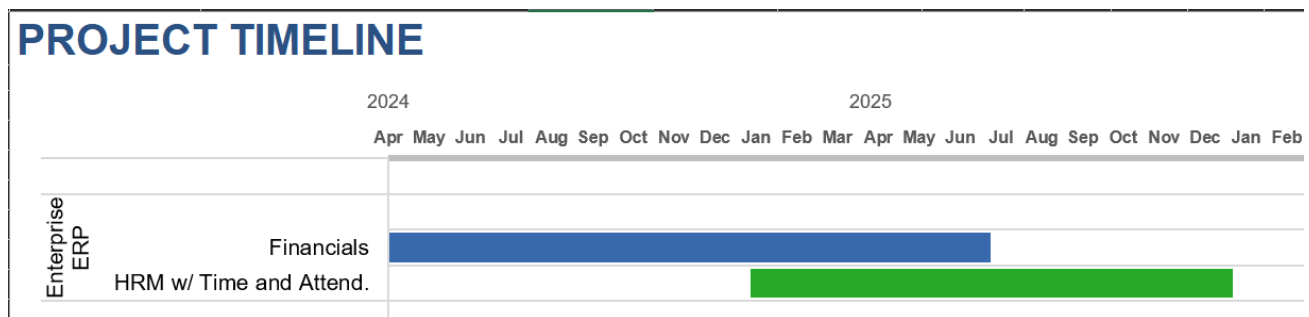


11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	● Accounting/General Ledger ● Accounts Payable ● Bid Management ● Budgeting ● Capital Assets ● Cash Management ● Contract Management ● E-procurement ● Project and Grant Accounting ● Purchasing ● Accounts Receivable ● General Billing ● ACFR Statement Builder (post-live)	April 2024	July 2025
	System Wide	● Enterprise Analytics & Reporting ○ Tyler Reporting Services ○ Munis Office ○ HUB		

		• Tyler Forms Processing • Tyler Content Manager Core		
2	Human Resource Management	• Payroll w/Employee Access • HR & Talent Management • Time and Attendance • Recruiting • Employee Expense Reimbursement	January 2025	January 2026

11.2 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

11.3 Intentionally left blank.



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DALY CITY
AND PLANTE & MORAN, PLLC

THIS FIRST AMENDMENT to Professional Services Agreement is made at Daly City, California, effective _____, by and between the City of Daly City, a municipal corporation (“City”) and Plante & Moran, PLLC (“Contractor”), collectively “the Parties”.

WHEREAS, the Parties entered into a Professional Services Agreement dated July 14, 2022 for Contractor to provide advisory services for Enterprise Resource Planning (ERP) software selection; and

WHEREAS, the Agreement includes the option for the City to retain the services of Contractor for the Implementation Services of the ERP software selection to the City; and

WHEREAS, Contractor submitted a Proposal to Provide Implementation Advisory Services on March 7, 2024; and

WHEREAS, City has selected Tyler Technologies, Inc. (“Tyler”) to provide certain products and services to the City; and

WHEREAS, the Parties wish to amend the Professional Services Agreement to include Contractor’s assistance to the City in the implementation and acceptance of the selected Tyler solution.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES. Contractor shall provide implementation services to the City and other associated entities in the implementation and acceptance of the selected Tyler Solution, as detailed in the “Proposal to Provide Implementation Advisory Services” dated March 7, 2024, (Exhibit “A”), attached and herein incorporated to this Agreement by reference.
2. LIABILITY/HOLD HARMLESS. Contractor understands and agrees that access to the Tyler Software or Documentation is necessary for the implementation services provided by Contractor, and all such access and use shall be subject to all applicable terms and conditions of the Tyler Technologies Software as Service Agreement. Contractor shall defend, hold harmless, and indemnify the City, its officers, and employees from any and all claims, suits, or actions in each case to the extent caused by the gross negligence or willful misconduct of Contractor specifically as to the access provided by City to the Tyler Software or Documentation by Contractor, and the City’s contractual liability obligation to Tyler Technologies, Inc. as set forth in Section B.1. of the Tyler Technologies Software as a Service Agreement dated _____.

3. PAYMENT. City shall pay Contractor for services rendered pursuant to this First Amendment Agreement in the amount not to exceed \$490,000 as listed in Exhibit "B", Summary of Fees, attached and herein incorporated to this Agreement by reference.
4. All other terms and conditions in the Agreement dated July 14, 2022 shall remain in full force and effect.

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

Date: _____

CITY OF DALY CITY, a municipal corporation

By: _____

Thomas J. Piccolotti
City Manager

Date: _____

PLANTE & MORAN, PLLC

By: _____

Mike Riffel
Partner

Make the mark.

City of Daly City, CA | March 7, 2024
Proposal to Provide Implementation Advisory Services



plante moran | Audit. Tax. Consulting.
Wealth Management.

March 7, 2024

Abby Veaser
Assistant Director of Finance and Administrative Services
City of Daly City
333 90th St.
Daly City, CA 94015

Dear Abby:

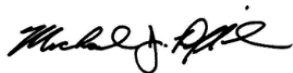
Thank you for the opportunity to guide your team through the ERP selection project. In response to our discussion regarding implementation assistance, we understand that the City of Daly City, CA is interested in additional support services from Plante Moran during the upcoming implementation project. Plante Moran's government consulting team offers experience providing implementation assistance for similar government organizations implementing Tyler Technologies software. Some key benefits of continuing to work with the Plante Moran team on the ERP implementation project are as follows:

- **Understanding of the City's needs.** Members of the proposed team have been deeply involved with the City's ERP selection project. This allowed our team to foster a relationship with City staff and develop an understanding of the City's processes which will set the stage for a successful implementation, and reduced duplicated efforts.
- **Recent client experience with Tyler EERP (formerly Munis) implementations.** Recent experience assisting clients with Tyler implementations including Placer County Water Agency, CA; City of Peoria, IL; City of Pflugerville, TX.
- Plante Moran has cultivated a unique ability to serve governmental organizations. We have **more than 65 years of service in the government sector** and have more than 200 staff in our public sector practice.
- Plante Moran has developed a **proven methodology and approach based on over 30 years of enterprise system experience with governmental clients.** We bring a breadth and depth of experiences facilitating current state assessments for our clients enabling them to effectively optimize core business processes, staff expertise, and systems integration.

Plante Moran Difference: Tyler Implementation Experts. We have assisted over 50 clients in the last decade with their Tyler implementations. Our team understands the nuances of the Tyler environment and has documented valuable lessons learned to inform the City.

Our proposal further describes our qualifications, proposed engagement team, and fee summary. We look forward to the opportunity to work further with you and your colleagues at the City. Once you have had the opportunity to review this proposal, please contact me or Brian Pesis to discuss next steps.

Sincerely,



Mike Riffel, Partner

312-602-3539 | Mike.Riffel@plantemoran.com.

Executive summary

We understand the City would like assistance from Plante Moran to drive success and minimize risks associated with the ERP implementation project. Proposed services include:

- Implementation project management assistance
- Organizational change management services
- Subject matter expertise as-needed

Below is a summary of the proposed key project tasks, with detailed descriptions following.

Implementation Advisory Services

Plante Moran will serve as a co-Project Manager with the City's Project Manager to assist with the implementation of the selected ERP solution (Tyler) to drive the project forward on a consistent, sustained basis. Plante Moran proposes the creation of a project management office (PMO), with sponsorship, governance and critical decision making by the City and support from City staff, Tyler, and others as needed, to direct all project management activities and oversee the completion of implementation objectives in each of the project phases. Plante Moran will be an integral part of the PMO and will advise the City on all decision making, budget, approach, scope, resourcing, and other project related matters.

Organizational Change Management Services

All of the ERP projects we are involved with include some element of formal or informal change management activities. These activities are more critical with clients who are migrating from technologies and processes that date back several years, or have a more change-resistant organizational culture. We recognize that these changes come with many challenges and are crucial to the success of a project. Therefore, we embed formal and informal change management activities within our project methodology to manage change effectively throughout the duration of the project. The following change management activities can be in scope:

- Conduct change-focused interviews with City leaders and staff
- Administer virtual change climate survey
- Facilitate Change Impact Assessment discussions with City leaders and managers
- Plan and support the creation of staff-facing communications throughout the project
- Change Champion selection and Change Network co-facilitation
- Plan training and support the creation of training materials prior to go-live (including documentation and/or step-by-step video instructions)

Subject Matter Expertise

Throughout the course of the ERP implementation, Plante Moran will be available to provide a variety of subject matter expertise to the City as-needed. This will include, but is not limited to, assistance in:

- Process and policy documentation – Finance, Human Resources
- Chart of accounts design and guidance
- Internal controls and risk management
- Cybersecurity
- Infrastructure and technical guidance
- Data conversion and governance

Detailed workplan

Implementation Project Management Assistance

Phase Objective and Summary of Activities: The purpose of this task is to assist the City in the implementation and acceptance of the selected Tyler solution. Based on the preliminary schedule as defined in vendor proposals, we anticipate the implementation timeline will be 25 months. However, this timeline may change based on a variety of factors (staff availability, functionality ultimately implemented, etc.).

We expect to develop a detailed implementation schedule in conjunction with the City's team as well as the vendors during the plan stages of each phase. The following summary activities are examples of the types of project management services Plante Moran team can provide the City during implementation.

Project Initiation and Implementation Planning

As part of the initiation and planning phase of an implementation project, there are a number of project activities that will be performed to ensure that a solid foundation for moving forward has been established.

We would work with the City and Tyler during the initiation and planning phase on the following activities:

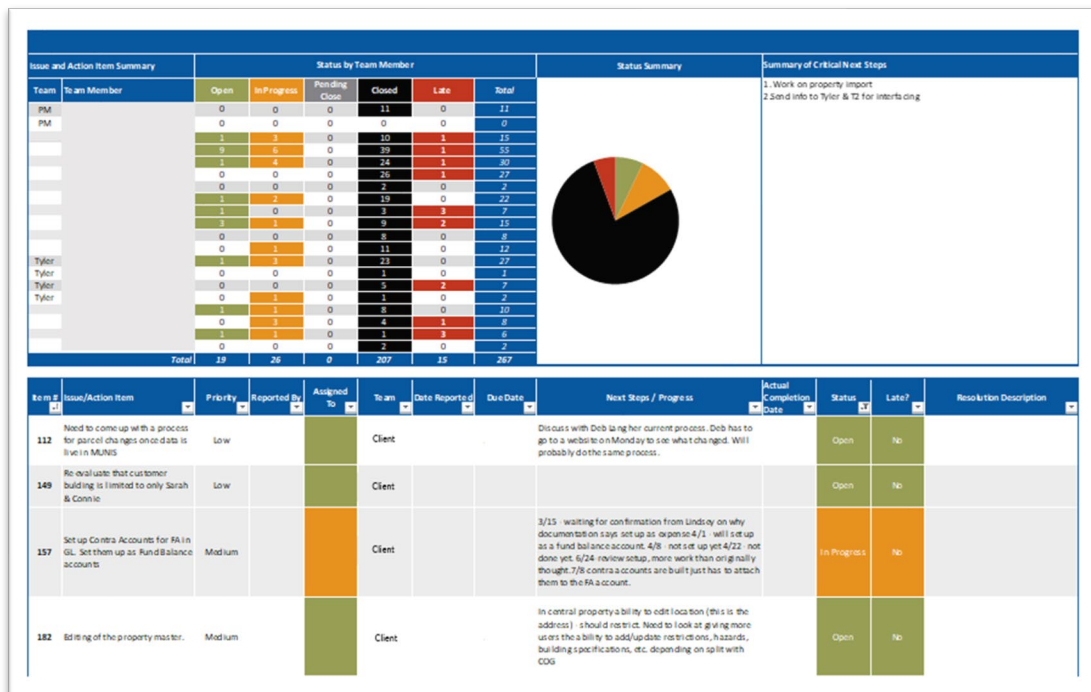
- Meet with the City and Tyler for project start-up activities.
- Conclude on roles and responsibilities of all parties involved.
- Conduct a project expectation alignment session with City staff.
- Facilitate a risk management session with City staff and Tyler.
- Participate in up-front kick off consulting sessions conducted by Tyler.
- Develop and implement appropriate tools for managing the project, such as:
 - Project charter, including project governance structure and roles and responsibilities
 - Project management plan, including risk and issue management
 - Project implementation plan and schedule
 - Staffing plan
 - Budget tracking tool

Project Execution and Controlling

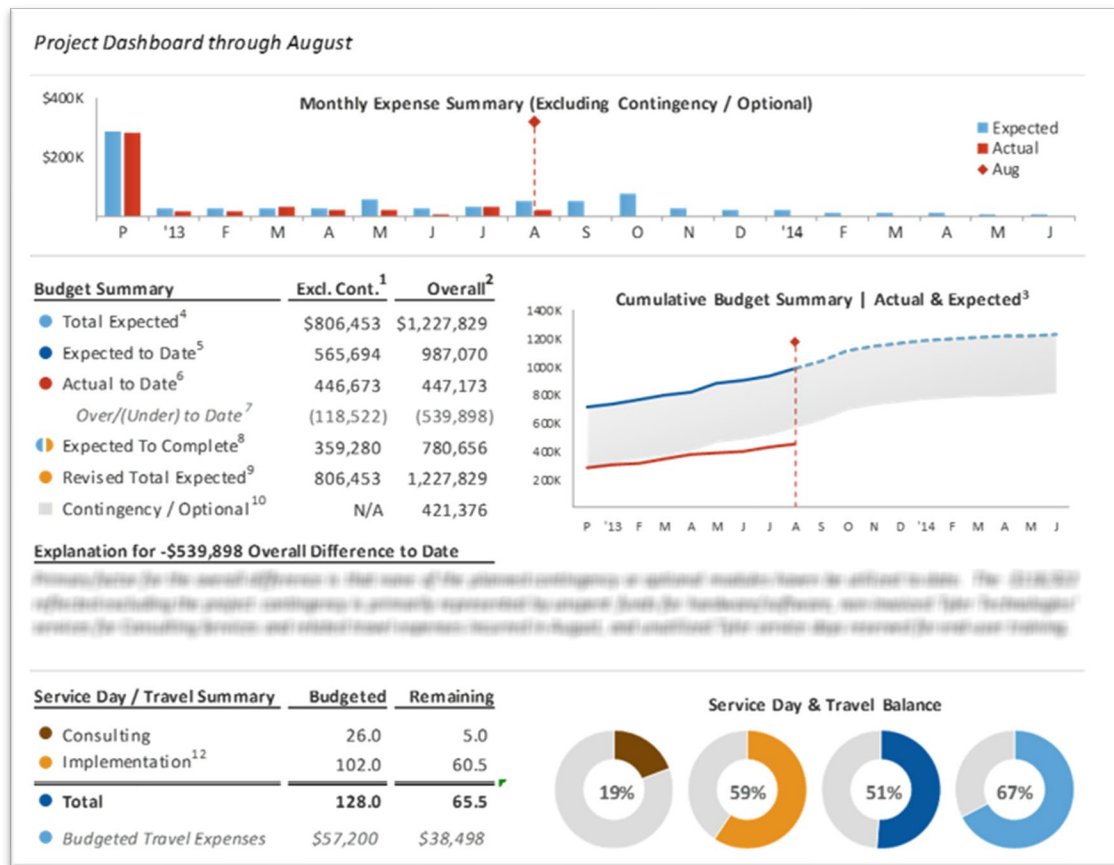
Upon completion of the initiation and planning stages of each phase, the project will migrate to an execution and controlling phase in which the project tasks defined during the planning stage will be performed. In essence, this phase of the project is where most activities and time will be spent managing and controlling the project. During the implementation, we can support with the following activities:

- Act as a member of the functional team providing team oversight and ensuring that existing business processes are challenged during implementing those module(s).
- Maintain the project collaboration site and manage project artifacts.
- Manage activities of the teams for all ERP implementation phases.

- Help the City coordinate project resources.
- Participate in consulting sessions with the City and Tyler.
- Participate in project management meetings with the City and Vendor.
- Work with Tyler to manage the project scope and schedule.
- Monitor project timeline progress as updated by the Tyler.
- Work with team leads and steering committee members to stay on task.
- Monitor and provide feedback during data conversion and interface development.
- Maintain and report on project risks, issues, action items, and decisions. *Sample issue and risk tracker below.*



- Participate in project steering committee meetings.
- Provide written project status summaries as needed to the project team, Steering Committee, and executive sponsor.
- Work with the City and Tyler to manage the project budget. *See sample budget tracker below*



- Review project change orders.
- Monitor vendor compliance to the negotiated contract.
- Review deliverables and provide recommendations for acceptance/conditional acceptance/non-acceptance to the City
- Provide acceptance testing guidance and assist with test plan.
- Review and manage the go-live check/punch list

Project Closing and Post Implementation Support

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system. During the project closing phase, we will help with the following activities:

- Identify post-implementation team activities that still require resolution.
- Ensure proper documentation is provided to administrators, power users, and end users.
- Define Tyler post go-live support requirements both on-site and offsite.
- Develop a transition plan and approach from Tyler to the City.

- Work with the City to develop and document on-going system support procedures.
- Determine who will maintain issues log for each of the teams and at a PMO level.
- Determine who will be monitoring error logs for the system on a regular basis.
- Finalize the ongoing support structure including roles and responsibilities.
- Close-out all contracts.
- Conduct a post-implementation debrief and document lessons learned

Organizational Change Management

New technologies introduce predefined processes and workflows that will challenge the culture in place today — a culture with inefficient processes and workflows driven by outdated technology. Organizational Change Management (OCM) applies tools designed to assess, manage, and reinforce the impacts of replacing systems, redesign processes and prepare the workforce for the new systems.

As we conduct work on any process, staff will become aware of potential changes. Therefore, Plante Moran treats OCM as a program operating inside the project, keeping a pulse on capacity for staff to accept change, with a goal of preparing staff for the new knowledge, skills and abilities required to adopt new systems and be successful in their career with the City.

1. Conduct Interviews

Change lives in stories; to get to the heart of what it's like for people in the City, we have to talk with them. Plante Moran's Change Management Team can participate in the interviews scheduled as part of the initial Discovery sessions or set up separate discussions to better understand how individuals across the organization experience change. Typically, we talk with the following groups/departments across the City:

- Finance
- Human Resources
- Information Technology
- Water and Wastewater
- Economic and Community Development
- Library
- Police
- Fire
- Public Works
- Recreation

As the interviews are being conducted, we begin to review questions to include in the Change Climate Survey.

2. Administer Change Climate Survey

As informative as the interview process is, there are still some experiences of change that are best captured anonymously. The Change Climate Survey asks about individuals' experience with change at different levels, and from different perspectives. Questions typically asked as part of the Change Climate Survey include:

- How would you rate the efforts of previous change in your organization?
- How have employees responded to organizational change in the past?
- How would you rate the shared vision/direction for the organization?

The results of the survey are compiled in a report and will include individual responses from open-ended questions that help reveal additional insights into the organizational "pulse" when it comes to internal change and can provide valuable fodder for planned messaging throughout the project.

3. Change Impact Assessment

Technology projects usually include many discussions around future state, but rarely do we pause and take stock of exactly what these proposed changes will mean to end users.

During the Change Impact Assessment discussions, we hold two separate workshops: one with organizational leaders (who are often part of a Steering Committee or equivalent governing body) and subsequent sessions with departmental or functional area leaders.

The first conversation is best scheduled after the group has had some time to consider proposed changes and think through their potential impacts. The following discussions can build on what the leadership team suggested and is an invitation for department leaders to begin crafting their own messaging for their respective group(s).

When the Interviews, Survey and Change Impact Assessment are complete, Plante Moran's Change Management Team will create a Change Profile Matrix that provides high-level impacts that need to be shared with specific audiences and may result in scheduled training sessions at go-live. Results captured from these discussions inform the formal Communication Strategy, Communications Plan and Editorial Calendar.

4. Communication Planning

Project team activities can be all-consuming, and easily make it seem as though everyone is "in the know". But that's rarely the case for the rest of the organization, who may be experiencing the fear, uncertainty and doubt that can often accompany the introduction of change-related announcements.

To include as many people as possible along during the journey through change, we recommend creating a Communication Strategy that includes:

- Impacted audiences
- Desired communication outcomes
- Key message phrases
- Intended delivery medium/channel
- Frequency of communication

- Approver
- Creator

The Strategy is accompanied by a Communication Schedule that outlines specific dates on which individual messages should be shared, including training-related communication if necessary. These documents are supplemented by an Editorial Calendar which includes individual messages to be shared on dates identified in the Communications Schedule.

5. Champion Network Facilitation

Based on our experience with similar-sized organizations during implementations, we firmly believe that “change is an inside job”. When leaders inside the City (whether formal leaders in title or others who are recognized as leaders) act as spokespeople for the project, their colleagues begin to look to them as sources of information about what is actually happening during the implementation.

Change Champions are just as useful to the Project Team as they are to staff and can often be an effective sounding board for socializing proposed changes in a protected environment prior to sharing them with staff at large.

Change Champion groups typically include:

- 1-2 internal Change Co-Lead(s)
- Monthly Champion meetings
- Communications Committee
- Training Committee

Each Committee is composed of Champions who are drawn to a either topic and is usually headed by one or two designated leaders determined by the group. The Committees report out on their activities during the monthly Champion meetings; when they meet, they are working on establishing the Communications and Training Plans and executing on them during the implementation.

Internal Change Co-Lead(s) represent the Champions during Steering Committee meetings as well as project Core Team meetings and provide an update on the current phase of the project during their own monthly meetings. They effectively sit “between the people and the product”, and are expected to keep in touch with how staff are feeling leading up to go-live.

6. Training Planning

While your ERP vendor will likely include some version of training as part of your implementation, the material provided can vary as well as the range of potential services included in their training. In our experience, the most effective training comes from within the organization and is lead by a combination of internal Subject Matter Experts (SMEs) and vendor representatives.

Plante Moran’s Change Management Team can support the City with the following additional activities:

- Creating proprietary, step-by-step documentation for the City to use after go-live
- Recording accompanying videos in a designated Training environment (as opposed to Production)
- Training the City’s trainers in a Facilitation Workshop to prepare them to lead in-person sessions
- Providing key points for the City to consider when determining training metrics

Ideally, the Training Committee (made up of Change Champions) will create the Training Plan and coordinate the logistics around scheduling space for sessions, working with the project's Core Team to ensure the correct participants are invited and that they receive adequate training for their role.

Subject Matter Expertise

Throughout the course of an implementation, the City can expect a wide variety of topics to arise. In an effort to assist with these areas, we have proposed a set budget for subject matter expertise to be utilized on an as-needed basis. This section describes potential projects, including but not limited to:

- Finance subject matter expertise
 - Process and procedure documentation
 - Policy creation and documentation
- Human Resources subject matter expertise
 - Process and procedure documentation
 - Policy creation and documentation
- Chart of accounts
 - Chart of accounts redesign
 - Chart of accounts guidance
- Internal controls and risk management
 - Internal controls review
 - Segregation of duties analysis
- Cybersecurity
 - Server configuration review
 - Cloud environment security assessment
 - Review of maintenance and upgrades
- Infrastructure and technical guidance
 - Review of technical environment
 - Assistance with changes to technical environment
 - Sourcing assistance
- Data conversion and governance
 - Data governance assistance
 - Data conversion guidance
 - Data conversion execution
 - Data archiving/warehousing assistance
 - Analytics/reporting assistance

Project team

The following table lists the key personnel for this project and a description of the role each will serve. Availability assumes a project start date of April 1, 2024. Other staff may be assigned as needed.

Project Staff	Project Role
	Project Engagement Partner
Mike Riffel Partner	Mike has overall responsibility for ensuring that all project tasks throughout the entire project are completed within schedule and budget. He also will ensure that all project deliverables meet the required quality standards and be available for executive level discussions as needed.
	Project Director
Brian Pesis Senior Manager	Brian will provide oversight to the project management and change management workstreams. His experience assisting clients with ERP implementations (including multiple Tyler implementations) paired with his experience working with Daly City will allow him to ensure the implementation progresses smoothly. Brian will be available to regularly participate in Executive Steering Committee meetings.
	Project Manager
Nina Rajcevic Manager	Nina will collaborate with the City's Project Manager to facilitate execution of the project workplan and schedule, while managing the Plante Moran project team. She will manage the overall project implementation workplan, day-to-day project activities and status meetings, and development of project deliverables.
	Project Management Consultant
Jenna Houterloot Senior Consultant	Jenna will help manage the project and support day-to-day activities such as data conversion, testing, and project management. Her past experience on implementations plus her experience working with Daly City positions her as a strong project consultant to support all phases of the implementation.
	Change Management Manager
Danielle DeLonge Senior Manager	Danielle leads the Organizational Change Management practice at Plante Moran and will lead the change management efforts on the City's implementation. She will help the City navigate their technology transformation by taking a human-centered approach that empowers leaders and accelerates business outcomes.
	Change Management Consultant
Clare Schneider Senior Consultant	Clare is a part of the Organizational Change Management practice and will be supporting Danielle in the delivery of change management activities proposed.
Additional Consultants	Based on the unique needs the City identifies throughout the life of the project, we will identify and utilize additional consultants on this project. This may include areas such as subject matter experts for Finance, Human Resources, and/or Payroll, chart of accounts redesign experts, internal controls and risk management, cybersecurity, infrastructure, or any other areas as required.

Project fees

Plante Moran proposes a not-to-exceed fee schedule for the proposed scope of services as detailed below. The estimated implementation duration is twenty-five (25) months. Services can begin prior to the implementation start date if desired.

Implementation services	Fees
Implementation Project Management Services <i>Estimated at 50 hours per month for 25 months</i>	\$343,750
Organizational Change Management Services <i>Estimated at 10 hours per month for 25 months</i>	\$68,750
Implementation Subject Matter Expertise – estimated 100 hours <i>Estimated at 100 hours to be used by request</i>	\$27,500
Estimated travel costs (20 trips at \$2,500 per trip)	\$50,000
Total	\$490,000

Project Fee Assumptions

Our project fees are based on the following assumptions. Should these assumptions change, we would adjust our professional fees accordingly in consultation with the City.

Project Resources and Governance

1. The City will assign a project manager that will work directly with Plante Moran staff.
2. Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
3. The City maintains an active Executive Steering Committee that meets throughout the project on a recurring basis.
4. City subject matter experts are available for scheduled implementation activities and complete their assigned activities on a timely basis.
5. A project management or governance structure is developed with the City's core team meeting on a regular basis to discuss project issues and manage change requests so their impact on schedule, resource commitments, costs, and quality can be determined.
6. Information presented by Plante Moran is well organized and thorough such that project related decisions are made in a timely manner whenever possible.
7. Stakeholders scheduled to attend meetings are present and ready to fully participate.
8. Decisions are made among the appropriate City staff in a timely manner.
9. City staff are open to considering business process changes and are willing to share their experiences surrounding current process challenges and desires for the future state processes in addition to those presented by Plante Moran for consideration.

Service Delivery

10. Plante Moran will deliver all services for all engagement phases in a hybrid manner, with key project activities performed on-site and the remainder performed remotely.
11. Travel expenses will be billed to the City at a rate of \$2,500 per person per trip.
12. All onsite work activity will be confirmed at least two weeks prior to the agreed upon travel date; any travel change costs incurred after such date will be expensed to the City at actual cost. This additional cost will be over and above the not-to-exceed fee amount.

Compensation

13. We anticipate billing the City on a monthly basis for services rendered in the prior month.
 - a. In order to provide consistent staffing, Plante Moran will bill a minimum of 25 hours per month for project management services at the rates noted above. Additional project management hours above 25 hours per month will be billed monthly as incurred in addition to the monthly minimum amount.
 - b. Organizational change management services will be billed to the City based on hours incurred in the previous month.
 - c. Subject matter expertise will be billed to the City based on hours incurred in the previous month and will only be utilized as-requested.
14. Our hourly rate through June 2026 is included in our proposed pricing. After this date, our rates will be adjusted to our then current hourly rates.

We look forward to working with you.
Please contact us with any questions.



Mike Riffel

Partner, Management Consulting

312-602-3539

Mike.Riffel@plantemoran.com



Brian Pesis

Senior Manager, Management Consulting

303-846-1260

Brian.Pesis@plantemoran.com

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SAY THEY
WOULD
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City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Approve Reclassification and Assignment of Public Works Field Supervisor to Range U 053 of Miscellaneous Unrepresented Salary Schedule

Recommended Action

Staff recommends that the City Council approve the following:

- Reclassification of one Lead Public Works Maintenance Worker (Streets Division) to Public Works Field Supervisor
- Assignment of Public Works Field Supervisor to Range U 053 of the Miscellaneous Unrepresented salary schedule and applicable educational incentive certifications

Background

The City received a Reclassification Request in accordance with the Rule XVI Section 9 Process for Reclassifications of the Rules and Regulations of the Classified Service. The analysis of the Reclassification Request determined that, as a result of the economic downturn in 2008, numerous Street Division positions were eliminated and the existing Lead Public Works Maintenance Worker assigned to the Streets Division absorbed and assumed the workload of the former Streets Foreman classification. The Streets Division is currently budgeted to have two Lead Public Works Maintenance Workers. Staff is recommending that one Lead Public Works Maintenance Worker in the Streets Division be reclassified to the Public Works Field Supervisor position to accurately reflect their job duties effective the first full pay period after City Council adopts this resolution.

The proposed Public Works Field Supervisor will be a working supervisor and their duties will include supervision of Streets Division personnel, inspection, maintenance and repair of City infrastructure. This position will increase overall operational efficiency and better serve the needs of the City and the community.

The Public Works Field Supervisor will be eligible for educational incentive for possession of the following certifications consistent with the employees they supervise:(total amount of the below certifications may not exceed 15%):

- If employee obtains and maintains the Signs & Pavements IMSA Certification the employee shall be compensated for 2.5% of their base pay. Effective 12/14/24 this will increase to 3% of base pay.
- If employee obtains and maintains California Water Environment Association Certificate (CWEA) Grade 1- through 4 the employee shall be compensated 5% of their base pay per grade.
 - The CWEA Certification/Educational Incentive pay shall compound from one certificate grade to the next.

The Public Works Field Supervisor is also eligible to receive \$145 per month for possession of a valid Class A driver's license.

City Council Agenda Report

Subject: Approve Reclassification and Assignment of Public Works Field Supervisor to Range U 053 of Miscellaneous Unrepresented Salary Schedule

Meeting Date: April 8, 2024

Page 2 of 2

Fiscal Impact

The reclassification of a Lead Public Works Maintenance Worker to Public Works Field Supervisor will result in a \$4,500 increase to the current budget. Sufficient budget is available from salary savings in the Streets fund for the current fiscal year.

Summary/Conclusion

Staff is requesting that the City Council approve the reclassification of one Lead Public Works Maintenance Worker assigned to the Streets Division and approve the assignment of the Public Works Field Supervisor position to Range U 053 of the Miscellaneous Unrepresented salary schedule and applicable educational incentive certifications.

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

Respectfully submitted,



Natalie Sakkal
Director of Human Resources



Richard Chiu
Director of Public Works



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Authorize the City Manager to Execute a Professional Service Agreement for Construction Management and Inspection Services for Northern Cities Smart Corridor Expansion Project

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an agreement in an amount not to exceed \$424,724.30, for professional services with Zoon Engineering of Emeryville, California, to provide construction management and inspection services for the Northern Cities Smart Corridor Expansion Project.

Background

The City/County Association of Governments of San Mateo County (C/CAG) is sponsoring the San Mateo County Smart Corridor Project, an Intelligent Transportation Systems (ITS) project that extends along El Camino Real and major local streets in San Mateo County connecting to US 101 and I-280. The project enables cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway.

The current phase of the Smart Corridor Project will extend north into Daly City, Brisbane and Colma. The project will include the deployment of an interconnected traffic signal system, closed circuit video cameras, trailblazer/arterial dynamic message signs and vehicle detection systems, along with the installation of fiber optic communication network. These ITS elements will allow Daly City and Caltrans to deploy incident response plans to manage traffic congestion on Junipero Serra Boulevard and Bayshore Boulevard, the two primary parallel corridors to I-280 and US 101, respectively.

C/CAG has secured funds for the project and will reimburse the City for costs incurred to manage the construction contract, provide inspection services, and staff time for project-related work. On January 8, 2024, the City Council authorized the City Manager to execute the Funding Agreement with C/CAG for the construction phase of the Smart Corridor Project.

Discussion

The Public Works Engineering Division is seeking professional services of an outside consultant for the construction management and inspection services for the Northern Cities Smart Corridor Expansion Project. Due to the technical requirements that necessitate more attention to be focused on the inspection of the project on a daily basis, the services of a construction management firm that specializes in ITS projects is required. The consultant construction management and inspection services are eligible for reimbursement from C/CAG as with the construction work.

Authorize the City Manager to Execute a Professional Service Agreement for Construction Management and Inspection Services for the Northern Cities Smart Corridor Expansion Project
Meeting Date: April 8, 2024
Page 2 of 2

Staff advertised a Request for Proposal (RFP) for construction management and inspection services for the Northern Cities Smart Corridor Expansion Project on January 5, 2024. Proposals were received from two firms and a panel consisting of staff from the Public Works department, C/CAG and Town of Colma evaluated the proposals on their technical merits. The two firms were deemed responsive and were invited to interview with the selection committee and present their interest and qualifications for this project in February 2024. Zoon Engineering was the most qualified firm with the experience and staff to meet the needs of the project.

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

- Perform a constructability review of the project plans to identify potential areas for conflict, omissions and/or errors.
- The Construction Manager/Resident Engineer (RE) shall interpret the contract documents and provide direction to the contractor on issues of a technical and non-technical nature.
- The Inspector shall be a qualified personnel throughout the duration of the project. Inspection shall include observation and acceptance of testing as specified in the contract specifications.

Fiscal Impact

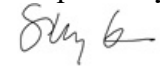
There is sufficient budget for this action in the approved FY 2023-24 Transportation Fund – Smart Corridor project account 17-312-770 to fully fund the professional services agreement.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement in an amount not to exceed \$424,724.30, for professional services with Zoon Engineering of Emeryville, California, to provide construction management and inspection services for the Northern Cities Smart Corridor Expansion Project

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

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works

Attachment: Zoon Engineering Professional Services Agreement

**AGREEMENT WITH ZOON ENGINEERING
FOR PROFESSIONAL SERVICES
FOR
City of Daly City**

This Agreement, made and entered into this ____ day of _____, 2024 (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 **ZOON ENGINEERING**, a California S-Corporation (“CONSULTANT”):

Zoon Engineering
3960 Adeline Street #3
Emeryville, CA 94608

R E C I T A L S :

A. CITY desires certain construction document services hereinafter described as the professional services for construction management and inspection services for the Northern Cities Smart Corridor Expansion 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 proposals from Zoon Engineering dated January 31, 2024 and revised cost proposal dated March 13, 2024, 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 one (1) year.

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 four hundred twenty-four thousand seven hundred twenty-four dollars and thirty cents (\$424,724.30).

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 Indemnitee shall not apply to the extent that such Liabilities arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

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

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

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

SECTION 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: Nabil Hissen
 Zoon Engineering
 3960 Adeline Street #3
 Emeryville, CA 94608

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

Zoon Engineering



Thomas J. Piccolotti
City Manager

Nabil Hissen
CEO

APPROVED AS TO FORM

Rose Zimmerman
City Attorney

PROPOSAL
to Provide
City of Daly City
Construction Management & Inspection
Services for
**NORTHERN CITIES SMART CORRIDOR
EXPANSION PROJECT**

January 31, 2024

Submitted by:



Zoon Engineering
3960 Adeline Street #3
Emeryville, CA 94608
(510) 451.1585

Nabil Hissen, PE
nhissen@zoon-eng.com



CM | claims | project controls

January 31, 2023

Ms. Shirley Chan
Acting City Engineer
Engineering Division, Public Works Department
333 90th Street
Daly City, CA 940515

**RE: Proposal to Provide
Construction Management and Inspection Services for
The Northern Cities Smart Corridor Expansion Project**

Dear Ms. Chan:

There may have been a time, when completing a project successfully involved only technical skills and engineering abilities. If these days ever existed, they are long gone. Success no longer depends exclusively on the quality of work and the acceptability of materials. Building relationships and resolving issues are equally important.

Construction today requires an inherent ability to work with various entities with potentially conflicting needs and requirements. Success is achieved through creating and nurturing strong working relationships. Effective issues' resolution abilities in search of the ever-elusive win-win are necessities. These skills are not typically associated with Engineers. They are absolute necessities for Construction Managers.

This is the essence of the Zoon Engineering approach to Construction Management. Our ultimate objective is to ensure the successful construction of your project. We accomplish this goal in part by using extensive technical knowledge, comprehensive professional experience, and sound engineering judgment coupled with the ability to creatively resolve your construction issues effectively and efficiently.

The Northern Cities Smart Corridor Expansion Project is a high profile and sensitive project. Physical constraints, difficult project access, working in a highly congested urban setting, as well as a sensitive and vocal public, all have the potential to adversely impact your project's budget, schedule and overall quality. We will deal with those issues by focusing on developing innovative and creative solutions through close cooperation with all concerned entities, the public and project stakeholders.

At the center of our team is our Project Manager and Resident Engineer, Saeed Shahmirzai, PE. Saeed has extensive experience working in the Bay Area and has proven his skills with great success on various high-profile projects including the New SFO Bay Bridge and the San Mateo Bridge projects. Most crucially, Saeed was the Resident Engineer for the South San Francisco Smart Corridors Expansion Project. He will achieve your success by relying on the skilled resources at his disposal, and his deep familiarity with projects of this scope.



CM | claims | project controls

Saeed is supported by Assistant Resident Engineer Dana Hissen, Roadway Inspector Keyvan Khorassani, Electrical Inspector Ricky Santos, and Technical Expert Craig Parmley. The Zoon team will partner with AME for Materials Testing Services. We are experienced in providing full Construction Management services on a wide variety of projects from the initial preconstruction phase through project completion and close-out. Zoon Engineering has delivered a majority of Intelligent Transportation System (ITS) projects in the Bay area in recent years.

Zoon Engineering has a unique perspective and unmatched experience to successfully manage the Northern Cities Smart Corridor Expansion Project. Saeed and his team are enthusiastic about this project and look forward to helping you achieve its successful completion.

As Chief Executive Officer, I have the full authority to negotiate and contractually bind Zoon Engineering and can be reached at (925) 451-1585, or mail at 3960 Adeline Street # 3, Emeryville, CA 94608, or email nhissen@zoon-eng.com should you have any questions or require any further information. We acknowledge receipt of Addendum #1 dated January 23, 2024.

Zoon Engineering does not wait for things to happen, we make them happen.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nabil Hissen", with a stylized flourish at the end.

Nabil Hissen, PE
Founder & CEO, Zoon Engineering
Authorizing Signatory



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APPENDIX A: RESUMES

APPENDIX B: REQUIRED EXHIBITS AND FORMS

I. CONSULTANT INFORMATION/PROFILE AND PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

Zoon Engineering

Zoon Engineering was founded in 2008 with the express goal of providing high quality engineering and project management services within a dynamic, flexible and tasked focused organization. Zoon has been involved in several high-profile public works projects in California including the Presidio Parkway Reconstruction, New Eastern Span of the San Francisco-Oakland Bay Bridge, Presidio Parkway, Caldecott Tunnel and more recently California High Speed Rail. The firm's guiding principle is to add value to private entities and public agencies by furnishing high level technical resources and expertise. Our approach combines highly developed engineering and management capabilities with proven problem solving and relationship building skills. Zoon Engineering is a certified Small Business.

Legal Name of Firm: Zoon Engineering, Inc.

Address: 3960 Adeline Street Suite 3
Emeryville, CA 9468

Web Site: zoon-eng.com

Principal-In-Charge: Nabil Hissen, PE

Telephone: 925.451.1585

Email: nhissen@zoon-eng.com

Size of Firm: 30 employees

Zoon specializes in providing program management, construction management, project controls, and contract administration services on complex and sensitive infrastructure projects. We are proud of our excellent track record and reaffirm our strong commitment to protect our clients' interests. Our success can be traced to our passion and love for what we do and is a direct result of high-level technical engineering skills coupled with enhanced interpersonal capabilities.

Applied Materials & Engineering

Applied Materials & Engineering (AME) is a full-service materials engineering company providing specialized materials testing services. Based in Oakland, AME will be able to respond efficiently and effectively to all our project's testing needs. Founded in 1988, AME's staff includes civil, structural, metallurgical and materials engineers and geologists with advanced degrees and years of field experience. The support staff includes certified field and laboratory technicians.

Together with AME, Zoon's success can be traced to our passion and love for what we do and is a direct result of high-level technical engineering skills coupled with enhanced interpersonal capabilities. We excel in providing a wide array of services including:

- Project Management
- Construction Management
- Project Controls
- Claims Management
- Source Inspection
- Materials Testing

RELEVANT PROJECT EXPERIENCE

We are devoted to delivering success to your endeavor by creating unified teams focused on a safe work environment, effectively resolving project issues, minimizing overall costs, achieving excellent quality, and maintaining timelines and schedule. A representative list of projects similar to the Northern Cities Smart Corridor Expansion Project:

South San Francisco Smart Corridors Expansion Project, San Mateo County, California

This City/County Association of Governments of San Mateo County (C/CAG) funded project continued the implementation of the San Mateo Country Smart Corridor Program into South San Francisco, from South Airport Boulevard to Oyster Point Boulevard along two major arterial roadways. The project encompassed various components, including the installation of new fiber optic in existing conduits, implementation of wireless communications, upgrades and replacement of traffic signal controllers,

deployment of CCTV cameras, system detection, Arterial Dynamic Message Signs (ADMS), Arterial System Detection/Microwave Vehicle Detection System (MVDS), trailblazer signs along the project corridors and construction of the Traffic Management Center (TMC) room in the City's corporate yard with new video wall, several work stations and new lighting system. Additionally, system integration was a key aspect, involving the development and deployment of field elements and software to seamlessly integrate the devices and systems. This project was valued at \$6 million, with work occurring both during normal business hours and nights. Construction began in May 2022 and is scheduled to complete in Spring 2024.

Zoon Engineering was responsible for pre-construction constructability review and providing construction management during the construction phase through closeout, including performing contract negotiations, RFI responses, managing change orders, submittal review, document control and progress payment processing per LAPM and Caltrans Standards. Zoon provided full construction management services including resolving and managing contract change orders and potential claims. Zoon was responsible for identifying contractual issues, developing mitigation plans, contractor negotiations, claims avoidance and resolution.

This project presented notable complexities, primarily due to the installation of fiber optic cable within the existing conduit infrastructure. Unfortunately, the conduit work from the previous contractor was flawed, necessitating substantial troubleshooting and coordination efforts to rectify the infrastructure for fiber optic pulling operations. Zoon took the lead in identifying deficiencies in conduit runs and pull boxes, meticulously documenting each issue.

The gathered information played a pivotal role in compelling the previous contractor to rectify their work at no extra expense to the City, thereby maintaining the Smart Corridor Project's momentum and ensuring its constructability. Looking ahead, it is advisable for future projects of similar nature to initiate immediate coordination with the prior civil contractor. This involves obtaining as-builts, establishing direct communication channels between the Construction Manager and the previous contractor, and outlining clear expectations for repair work and associated timelines.

The troubleshooting and inspection of the existing system should take precedence in project operations, being integral to the success of the fiber optic contractor. All involved parties should collaborate to proactively address any issues related to the existing system early in the project lifecycle, aiming to keep the project within budget and adhere to the scheduled completion time.

Contracting Agency: City of South San Francisco

Contracting Agency Project Manager: Angel Torres, P.E., Project Manager

Contracting Agency Contact Information: (650) 515-8286

Contract Amount: \$5,400,000.00 (Construction); \$813,000.00 (CM Services)

Funding Agency: City/County Association of Governments of San Mateo County (C/CAG)

Date Of Contract: May 2022

Date Of Completion: Spring 2024 (expected)

I-880 Express Lanes Conversion Project, Alameda County, California

This Bay Area Infrastructure Financing Authority (BAIFA) funded project proposed to convert existing High Occupancy Vehicle (HOV) lanes to Express Lanes along Interstate 880 from High Street to the SR 237 interchange in both the northbound and southbound directions. The project included installing toll tag readers and FasTrak equipment, traffic monitoring equipment, overhead sign structures and road signage as well as concrete median barrier construction and striping. With a length of over 30 miles

along Interstate 880, the project spanned various cities from Oakland, San Leandro, Hayward, Union City, and Fremont. With a construction value \$45 million a significant portion of the work was conducted at night in multiple locations concurrently. Construction work began in July 2017 with completion in the end of 2020.

Zoon Engineering was responsible for pre-construction constructability review and providing construction management during the construction phase through closeout, including performing contract negotiations, RFI responses, managing change orders, submittal review, document control and progress payment processing, per Caltrans Standards. Zoon provided full construction management services including resolving and managing contract change orders and potential claims. Zoon was responsible for identifying contractual issues, developing mitigation plans, contractor negotiations, claims avoidance and resolution.

Contracting Agency: Bay Area Infrastructure Financing Authority (BAIFA)

Contracting Agency Project Manager: Angela Louie, PE, Project Manager

Contracting Agency Contact Information: (415) 778-5203.

Contract Amount: \$45,000,000.00 (Construction); \$7,080,000.00 (CM Services)

Funding Source: Various

Date Of Contract: March 2016

Date Of Completion: December 2020

I-680 Express Lanes Conversion Project, Contra Costa/Alameda Counties, California

This Bay Area Infrastructure Financing Authority (BAIFA) funded project proposed to convert existing High Occupancy Vehicle (HOV) lanes to Express Lanes along Interstate 680 from Alcosta Boulevard to Livorna Road in the northbound direction and from Rudgear Road to Alcosta Boulevard in the southbound direction. The project included installing toll tag readers and FasTrak equipment, traffic monitoring equipment, overhead sign structures and road signage as well as concrete median barrier construction and striping. With a length of over 13 miles along Interstate 680, the project spanned various cities from San Ramon and Dublin in the south to Danville, Alamo, and Walnut Creek in the north. With a construction value of \$17 million, a significant portion of the work was conducted at night in multiple locations concurrently. Construction work began in August 2015 and was completed in April 2017. The Express Lane was opened to traffic on October 9, 2017.

Zoon Engineering was responsible for providing full construction services on this project including scheduling, managing contract change and potential claims. Zoon staff was responsible for identifying contractual issues, developing mitigation plans, contractor negotiations, claims avoidance and resolution and administering the approval process.

Contracting Agency: Bay Area Infrastructure Financing Authority (BAIFA)

Contracting Agency Project Manager: Peter Lee, PE, Project Manager

Contracting Agency Contact Information: (415) 778-6716

Contract Amount: \$17,000,000.00 (Construction) ; \$1,700,000.00 (CM Services)

Funding Source: Various

Date Of Contract: July 2015

Date Of Completion: December 2017

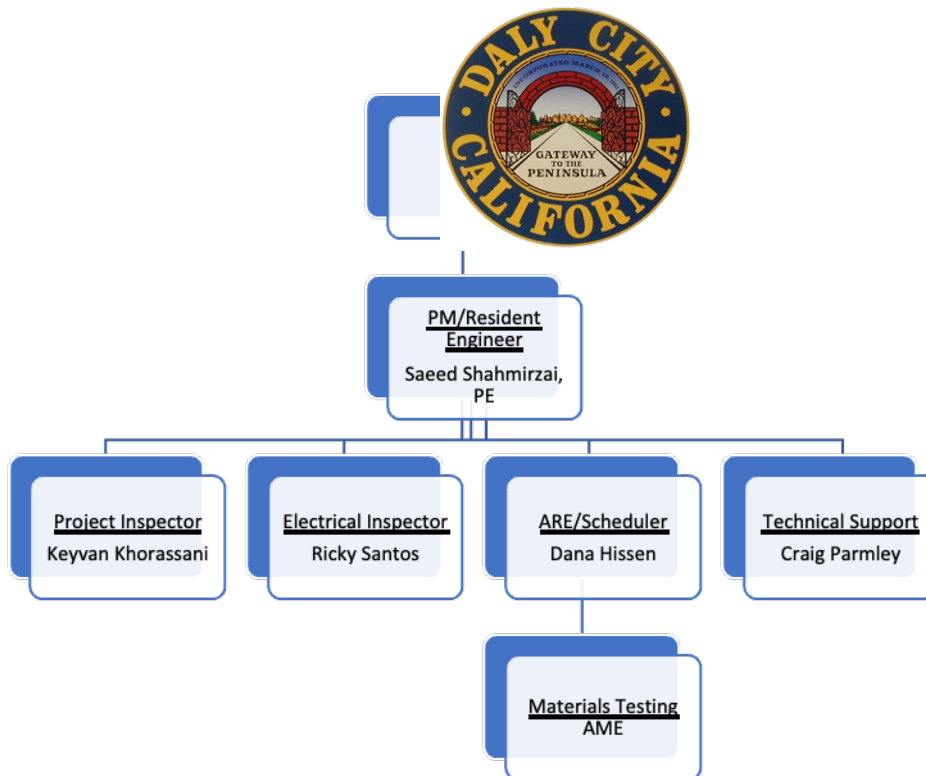
US-101 Express Lanes Conversion Project, San Mateo County, California

San Mateo County Transportation Authority (SMCTA) proposed to convert existing High Occupancy Vehicle (HOV) lanes to Express Lanes along US-101 from US-101/Embarcadero Road Interchange to the US 101/ Whipple Interchange and construct new express lanes from the US 101/ Whipple Interchange to I-380 Interchange. The project was delivered using the CM/GC (Construction Manager/General Contractor) approach with Kiewit Pacific having been selected for this work in 2017.

The scope of work included installing toll tag readers and FasTrak equipment, traffic monitoring equipment, overhead sign structures and road signage as well as concrete median barrier construction and striping. The proposed civil work was completed via two contracts: the design for the Southern Contract was completed in December 2018 and construction began in April 2019. The design for the Northern Contract was completed in late 2019 and construction began shortly thereafter. Zoon Engineering provided construction management, scheduling, inspection, office engineering, claims management and TSI coordination services on this project.

Contracting Agency: San Mateo County Transportation Authority (SMCTA)
Contracting Agency Project Manager: Joe Hurley, PE, Director
Contracting Agency Contact Information: (650) 508-7942
Contract Amount: \$325,000,000.00 (Construction) ; \$2,500,000.00 (CM Services)
Funding Source: Various
Date Of Contract: January 2020
Date Of Completion: November 2022

II. PROJECT APPROACH AND ORGANIZATION



We have assembled a distinct and qualified team to provide the services outlined in your RFQ. In forming our team, we endeavored to match the qualification and experience requirements of the City of Daly City with our proposed staff experience and expertise. Our goal is to provide you with a flexible and wide-ranging team that has already been tested in managing the key issues on your projects. Our team has deep experience and specific knowledge in:

- Caltrans Local Assistance Procedures Manual (LAPM)
- Manual on Uniform Traffic Control Devices (MUTCD)
- Fiber optic installation and system integration
- Roadway construction including grading, paving, storm, sewer and underground infrastructure, utilities, and curb, gutter and sidewalk
- Working in sensitive environments such as creeks
- Working with environmental and regulatory agencies
- Traffic signals operations and street lighting
- Coordinating with various public agencies and private stakeholders
- Coordinating with utilities
- Managing various construction projects to accommodate traffic, public access, businesses, and residents

Saeed Shahmirzai, PE – Project Manager/Resident Engineer

Saeed's construction management background includes technical and management roles on both the contractor's side and the owner's side for numerous transportation-related projects throughout the San Francisco Bay Area. He is a recognized expert in the specialty areas of traffic handling, construction staging and utility coordination on mega projects, and is intimately familiar with Caltrans policies and procedures with specific knowledge of the State's Standard Specifications and Standard plans as well as the Construction Manual. Most recently, he served as the Resident Engineer for the South San Francisco Smart Corridor Project. As the contractor's project manager, he was involved in estimating and bidding process and managed all field operations on several major new interchange projects along I-580 in Richmond, California. As a Caltrans/Consultant Senior Construction Engineer and Resident Engineer he has managed and worked on numerous high-profile projects in the Bay Area freeways along, I-80, I-880, I-580, I-238, highway 101, San Mateo Bridge, Richmond-San Rafael Bridge and San Francisco-Oakland Bay Bridge. Saeed will be your single point of contact and focal point for all project related matters.

Dana Hissen – Assistant Resident Engineer/Scheduler

Dana has over 9 years of experience as an assistant resident engineer, office engineer, contract change order coordinator, and scheduler. She has robust experience in project controls, construction management, and contract administration, and field operations, especially with regards to fiber optic systems. Dana has played key roles in managing contract estimates and budgets; identifying, negotiating, and writing contract change orders, analyzing contractor schedules to ensure timely project delivery, and assessing and identifying potential deficiencies in fiber optic systems to ensure their viability and function. Her experience on high profile projects lends her insights into working with various local and state agencies at various stages of project delivery.

Keyvan Khorassani – Project Inspector

Keyvan has over 8 years of experience in construction and construction management, including field inspections, project management, cost estimating, contract administration, job cost accounting, and construction operations. Keyvan has extensive experience inspecting various construction activities including traffic control, excavation, earthwork, paving and grading, concrete barrier rail construction, metal beam guard rails installation, concrete curb, gutter & sidewalk, retaining walls, irrigation &

landscaping, and storm water pollution prevention. He maintains a strong command over the policies and procedures outlined in the Caltrans Construction Manual. Keyvan is also experienced in the use of various electronic document control and project management systems. Keyvan also has over 3 years of experience in electronic quality control field, and most recently served as the inspector for the South San Francisco Smart Corridor Expansion project.

Ricky Santos – Electrical Inspector

Rick has over 25 years of experience as an Electrician Foreman specializing in the public works transportation and freeways, rail, large industrial and massive building, and commercial projects. He brings a wealth of knowledge in all aspects of power systems, communication systems, fiber optic installation and testing, traffic signalization, control systems and lighting. He also has excellent project management skills for electrical projects and can manage multiple projects, review and respond to RFIs, submittals, perform constructability reviews and cost estimating.

Craig Parmley – Technical Support (As Needed)

Craig brings a long history of proven success on various types of public works projects to the team. His skills as a construction manager, project manager and resident engineer have been acquired through over 32 years of experience. The combination of strong communications and negotiating skills coupled with an excellent technical knowledge and deep construction experience make Craig an instrumental member to our team. Craig served as the Division Chief for the County of Marin's Road Construction and Maintenance Division. Total yearly CIP projects averaged \$18M a year and included road overlays, bridge construction and repair, retaining wall construction and repair, general road infrastructure maintenance, replacement and repair of the County's storm drain system, and the management of a construction crew of 48 individuals. Craig has also been an indispensable role on various fiber optic projects, as the Resident Engineer of the I-880 Express Lane Projects, and as the Resident Engineer for fiber optic installation and system integration in for the 101 Express Lanes Project.

REFERENCES

Saeed Shahmirzai, PE – Project Manager, Resident Engineer	
Reference	Project
Angel Torres, PE, SSF, (650) 829-8286	South San Francisco Smart Corridors Expansion Project
Deanna Vilcheck, PE, Caltrans, (510) 772-7895	SFOBB Toll Plaza Rehabilitation
Dana Hissen – Assistant Resident Engineer/Scheduler	
Angel Torres, PE, SSF, (650) 829-8286	South San Francisco Smart Corridors Expansion Project
Angela Louie, PE, MTC, (415) 778-5203	I-880 Express Lane Conversion Project
Keyvan Khorassi – Project Inspector	
Angel Torres, PE, SSF, (650) 829-8286	South San Francisco Smart Corridors Expansion Project
Megah Bansal, PE, Palo Alto, (650) 329-2693	Palo Alto Highway 101 POC Project

Ricky Santos – Electrical Inspector	
Helaina Harris, BART, (510) 926-2452	Train Control Room Battery Replacement Project
Doug Inori, PE, Caltrans (650) 333-4036	101 Express Lanes Conversion Project
Craig Parmley – Technical Support	
Ali Hatefi, PE, Martinez, (925) 372-3515	Oak Grove Road Improvements Project – Phase 2
Angela Louie, PE, MTC, (415) 778-5203	I-880 Express Lane Conversion Project

PROJECT & MANAGEMENT APPROACH

The scope of this project includes complex traffic control, furnishing and installing 2" and 4" conduits, CCTV cameras, Trail Blazer Signs (TBS), poles, Microwave Vehicle Detection Systems (MVDS), traffic signal controllers, Uninterrupted Power Supply (UPS) systems, conductors, tracer wires, Cat 6 cables, fiber optic cables, splice closures, various size pull boxes, cabinets, various communication equipment and work stations. The comprehensive scope also covers the removal of existing equipment, erosion control measures, and concrete flatwork. It is essential to note that the project involves a meticulous and multifaceted approach, encompassing diverse elements from extensive traffic control to sophisticated communication infrastructure.

The Zoon team will proactively check and evaluate the existing conditions of the site and all systems. This information will be integrated with various elements of the project to identify potential issues and conflicts. The team will then provide possible solutions to the design team for efficient implementation.

In addition, the Zoon team will inspect all pull boxes, cabinets, and conduits to identify potential overflow and space issues. Furthermore, we will examine for any conflicts with existing trees, tree roots, utility vaults, curb ramps, proper sidewalk width, driveways, and site distances in relation to the new sign locations and foundation work.

Zoon's current experience, along with lessons learned from the South San Francisco Smart Corridor Project, will be invaluable for intricately detailing the installation of various components. This meticulous approach is crucial to ensuring the successful implementation of the project's objectives.

The Zoon Team is prepared to address project challenges and issues head-on, developing comprehensive strategies for managing them. With extensive experience in providing full Construction Management services, we have successfully handled a wide variety of projects from the initial preconstruction phase through project completion and close-out.

Our strategy to achieving the successful completion of the Smart Corridor Expansion Project is to identify project risks early and develop innovative and creative solutions to contain them before they lead to adverse cost and schedule impacts. We will rely on our team's significant experience working on a wide variety of freeway projects over the past few years as we navigate the project to its ultimate success. Throughout this process, our efforts will be guided by three main principles:

- Maintaining project schedule
- Minimizing construction cost
- Ensuring project quality
- Enhance project safety

Our team has already reviewed your project's proposed plans, visited the project site extensively and educated ourselves on the potential issues we will likely encounter while providing construction management services. Zoon Engineering will assist the City in the effort to provide Biddability and Constructability reviews for the project and brings a unique understanding and knowledge of the project's technical challenges and various contractual needs. Our team's approach to delivering your project within your budgetary and schedule requires comprises the following:

- Coordinating with the various project stakeholders including Caltrans, project stakeholders and the various utilities.
- Managing the construction contractor's work activities and operation to minimize impacts on local traffic, residents and business.
- Assisting in developing and implementing a Public Outreach plan to provide accurate project information in real time and foster public support for the project.
- Overseeing the overall quality of the work and properly coordinating with both civil and ITS contractors to avoid conflicts and unnecessary rework.
- Identifying, mitigating and resolving overall project risks early to avoid adverse schedule and cost impacts on the project.
- Comprehensive administration of the construction contract(s) including managing change orders, submittal reviews, requests for information, progress payments and estimates, CPM schedule, reporting, document control, as-build drawings and project closeout.

The sections that follow present Zoon's detailed approach managing the issues and challenges approach presented by the Smart Corridor Expansion Project's. By managing these challenges we will deliver unqualified success to Daly City.

a) Constructability/Biddability

The purpose of constructability and biddability reviews is to identify potential areas for conflict, omissions and errors that could adversely impact project cost, schedule, or quality. These reviews also afford opportunities to identify potential areas for cost savings and schedule shrinkage. The potential benefits can be significant. All members of Zoon's team are highly adept and have extensive experience in conducting constructability and biddability reviews. We will work closely with your selected designer, affected City Departments and external stakeholders such as Caltrans, to review your contract plans and specifications to eliminate potential conflicts and minimize the risk for adverse delays and cost overruns during construction. Our team will look at the plans and specifications using their extensive experience to identify potential pitfalls and provide ways to avoid them during construction.

b) Procurement Management

Zoon will support the City in the procurement process. Our team will support and facilitate the City's efforts to procure and execute competitively bid contracts. Our Team will assemble procurement documents and assist with the procurement process. We have extensive experience managing bid advertising, opening and analysis.

Our team will assist the City with deliberations, interviews, debriefings, and the contract award process. Zoon has provided this service successfully on several project most recently for Metropolitan Transportation Commission's I-680 and I-880 Express Lane Conversion Projects, as well as projects for Palo Alto, East Palo Alto, and various other Bay Area entities.

c) Storm Water Pollution Prevention

Storm Water Pollution Prevention is another issue that has come to the forefront of our industry. The effectiveness of the contractor's Plan will directly impact our project's success. Our team's knowledge and expertise in developing and implementing SWPPPs will be used to your advantage. Your Project will comply with Regional Water Quality Control Board (RWQCB) regulations.

Zoon will work closely with the contractor on all Storm water control issues. Saeed and Keyvan will lead our efforts to coordinate with all parties to ensure Caltrans and RWQCB approval. Our involvement in this process begins with the development of the SWPPP. We will ensure the proper installation of ESA fencing to protect State environmental resources. Concrete washout locations and areas will be clearly designated on the Water Pollution Control plan (WPCP), so that they can be used efficiently without blocking the ingress and egress for the concrete trucks during the CIDH concrete pours.

Our efforts will continue with ensuring the proper implementation of the approved plan. We will then observe field conditions for the effectiveness of the contractor's Best Management Practices. If necessary, the SWPPP will be amended and improved accordingly. Our team will maintain the necessary documentation. Our goal is to make storm water control a non-issue.

d) Relationship with Caltrans

All members of our team have a great deal of experience working with Caltrans. Saeed, Keyvan, Ricky, Dana, and Craig are extremely well versed with the internal culture and intricacies of the agency in general and specifically with District 4 oversight staff. In specific they have all worked extensively, and developed deep relationships with District 4's construction field staff including: *Jonathan Ng, Gar, Darryl Schram, and Doug Inori*. Those existing relationships with the likely Caltrans oversight team will go a long way in facilitating and streamlining our project delivery efforts. We will leverage these well-established professional relationships to maintain the flow of information and coordination necessary to achieve your project's success.

Saeed and Keyvan will coordinate our project activities with all other on-going Caltrans projects adjacent to our project locations. We will work with the local Caltrans Maintenance Team in this area to address the ongoing maintenance and emergency issues that arise during the course of this project. This will help the contractor gain access to work areas within Caltrans right of way in a timely manner, and avoid any potential delays to our project and other on-going State and local agency projects.

Our team thoroughly understands the State's co-op agreement, encroachment permit, standards, and various requirements. This knowledge directly benefits your project. We will keep Caltrans oversight personnel well informed. This will help in accelerating relief of maintenance approval from the State. In addition, our team's strong working relations with Caltrans staff ensure the efficient transfer of information between all stakeholders.

e) Utility Coordination

Utility coordination is of the utmost importance in keeping your project on schedule. Working closely with inspection staff, our assigned resident engineer will lead the team in coordinating utility construction. We will schedule meetings prior to construction with all involved. Our team also has extensive working experience with the various utility groups including high volt electrical, water, sewer/storm, and telecom. Our existing strong relations with these various groups will be instrumental in managing your project in a seamless and effective manner. Our goal is to make sure utility work is properly coordinated with overall project activities and does not adversely impact the projects' overall schedule or budget. *(For more information on utility coordination please refer to Potential Obstacles in Section 3: Scope of Work).*

f) Storm Water Pollution Prevention

Storm Water Pollution Prevention (SWPPP) is another issue that has come to the forefront of our industry. The effectiveness of the project's Plan will directly impact our project's success. Our team's knowledge and expertise in developing and implementing SWPPPs will be used to your advantage. Your Project will comply with Regional Water Quality Control Board (RWQCB) regulations. Our involvement in this process begins with the development of the SWPPP. We will coordinate with the RWQCB to address any concerns and obtain their approval.

Our efforts will continue with ensuring the proper implementation of the approved plan. We will then observe field conditions for the effectiveness of the contractor's Best Management Practices. If necessary, the SWPPP will be amended and improved accordingly. Our team will maintain the necessary documentation. Our goal is to make SWPPP a non-issue.

g) Relationship with the Contractor

Our approach to dealing with the contractor is based on firmness and fairness. Our team will work on developing a partnership based on mutual trust and confidence. This relationship will form the cornerstone for our strategy to avoiding potential claims and resolving project issues.

All members of the construction management team will work towards the goal of resolving potential differences with the contractor in a timely and fair manner. We practice claims avoidance and will work very hard to find the often-elusive win-win for all concerned. Zoon is committed to the concept of partnering as an efficient means of resolving issues. Our goal: "No unresolved claims by the end of the project."

h) Underground Construction Activities

Our team is extremely familiar with a wide variety of underground construction techniques including open trenching and directional boring. When required on your projects our team will work closely with the contractor to make sure the work is done safely and efficiently. When trenches are over 5 feet in depth, our team will make sure the contractor's competent person conducts site specific evaluation on the need of shoring.

Key Approach: Before the trenching operations start our Team will check to verify that Underground Service Alert (USA) has been contacted and that trench layouts and all adjacent utilities have been clearly identified and marked. If necessary, the Zoon Resident Engineer will coordinate any potholing to accurately locate the exact locations and depths of utilities potentially in conflict with the work. The Zoon Team will review the contractor's excavation, trenching and shoring plans for any trenching and bore pits to ensure that they have covered all bases. Our inspectors will monitor the contractor's field trenching activities on a daily basis. They will ensure that all work is performed in accordance with the approved trenching and shoring plans.

Our team will ensure that all trenches and pits are backfilled prior to ending each work day, and restored per City standards, to provide for a smooth and safe ride before opening the area to traffic.

i) Change/Cost Control

Change/Cost Control provides the means to monitor and track changes to the scope of the project as compared to the baseline scope adopted by the City, as reflected in the contract documents. Saeed will focus on early identification and reporting of potential cost and schedule impacts caused by various conditions including project design development refinement, differing and/or unknown site conditions, contractual issues, and project schedule delays or accelerations.

The Zoon Team will identify and evaluate resulting cost and schedule impacts, and use this information to resolve the impacts through developing mitigation and work-around plans, or for negotiating contract

changes with the least amount of impact to your project budget and schedule. Our team has extensive experience negotiating and resolving contractual issues. We will use this skill set to deal with issues early on thereby minimizing any potential associated costs and/or delays.

To maintain cost control during the construction phase of the project, Zoon will use a computerized tracking system to facilitate this record keeping during the project. Through this system, we track commitments and change order requests for each contractor. We also track payments to the contractor and balances owed. Additionally, we maintain an updated record of all pending contract modifications.

All change orders will be logged in and tracked as described above. Depending on the nature of the change an impact assessment will be performed. Should a change order or claim arise, this review will be the basis for development of a course of action for deposition of the claim. We will prepare a fair cost estimate as a basis of negotiation and will propose a recommendation for the final negotiated amount. Saeed's experience make our team ideally suited to negotiate on the City's behalf, a fair price for any extra costs incurred.

j) Risk Management

During the preconstruction phase, working with the City, external stakeholders, and the designer, the Zoon Team will identify project risks with the potential for adversely impacting schedule, cost, or quality. Each risk will be fully investigated and assessed for likelihood of occurrence and potential cost. These risks will form the backbone of our project Risk Register. This information can in turn be used to provide permutations of total project risk assessment including a numerical value of project risk by relating risk occurrence to cost.

The project Risk Register will be evaluated on a continual basis during the design and construction phases. Saeed will assess any changes in the level of risk occurrence and potential cost. We will be able to provide status of project risk throughout the various stages of project delivery. This approach allows the City to realistically forecast project contingencies and budget allocations.

k) Claims Avoidance

Our approach to dealing with claims begins with building relations with your selected contractor based on firmness and fairness. Our team will work on developing a partnership based on trust and confidence. This relationship will form the cornerstone of our strategy to resolving project issues.

A good understanding of the construction process is a prime ingredient for success in claims avoidance, which requires the participation of all project team members throughout the life of the project. As a construction manager with unparalleled experience working with several contractors, Saeed is best able to provide the contractor's perspective to this process. This will be used to enhance our team's abilities and skill set.

Saeed will lead our team in developing potential construction schedules, work strategies, and implementation plans. The process begins during the pre-construction phase and continues throughout the construction process. Our team will diligently review and analyze potential areas of delay. We will identify work-around plans and work to mitigate any adverse impacts to the project. In addition, we will maintain and update an independent As-Built plan. This enables us to track work on a daily basis at any given location and provides factual information on how the work was actually accomplished.

All members of the construction management team will work towards the goal of resolving potential conflicts in a timely and fair manner. We practice claims avoidance and will work diligently to find solutions to issues before they become problems.

l) Document Control

Zoon will develop and implement a document control system in conformance to the City's requirements and the Caltrans Construction Manual guidelines. Electronic forms and the document control system will be implemented at project start up. Our team is adept at the use of several electronic document control systems and we are open to using any software package mandated by the City.

We have significant experience with various electronic document control systems, and will be able to effectively use it to optimize project deliverables and communications. Dana's experience providing this support on BAIFA's I-680 Express Lane and I-880 Express Lane projects will be an asset in administering the Smart Corridor Expansion Project both effectively and efficiently.

Our team will track issues, submittals, requests-for-information, shop drawings, change orders, correspondence, and potential claims. We have the ability and experience to control all project-related issues and documents. We will maintain accurate records of work progress and contract pay item quantity tracking. This information will be used for estimating and processing monthly progress payments accurately and correctly.

Our team will be provided with laptop computers, mobile devices, and remote internet access (hot spots) which will enable them to conduct all their activities in a self-contained manner from their trucks in the field. Saeed will have remote access to project plans, submittals, RFI responses, standard specifications, and other project specific information at the click of a button. This increases their response time and efficiency, and streamlines the inspection process.

m) Reporting

Saeed will provide the City's project manager with regular reports related to project staffing projections, sub consultant participation levels, and other budgetary issues. These reports will discuss the effectiveness of current staffing plans, provide alternates, and address potential modifications if necessary.

Our team will also produce project-specific reports that address status of the work, outstanding construction issues, potential change orders, construction budgets, contingency funds, and schedules. Dana will be responsible for producing meeting agendas and minutes, and status logs for RFIs, submittals, issues, and change orders. She will track progress on payment estimates in the form of a monthly payment estimate report.

Our team will maintain daily inspection reports that detail work progress by location, equipment, labor, materials incorporated on the project, potential conflicts, materials testing results, and contract item quantities.

n) Communication – Approach to Communicating with the City/Local Stakeholders

The Zoon Team places a high value on open and well-developed lines of communication. We are committed to fully communicating with all project stakeholders. To achieve this goal, our team, led by Saeed will work with the designer Kimley-Horn, contractors, utilities, and external agencies to establish strong working relationships built on a truly open flow of information. Strong teams are built on regular and frequent communication and coordination between the various project participants and the Zoon Team is committed to taking the lead in this area.

The sensitive nature and location of the Smart Corridor Expansion Project make it imperative to have quick and accurate communications between all team members and stakeholders. Besides conventional communication tools, the Zoon Team will stress the use of web-based management systems that enhance collaboration and the hassle-free transfer of data and project information. In this fashion, we can easily convey all project documentation, budget management, correspondence, design documents,

progress photos and several other project deliverables. Our stated goal is to enhance the overall progress of the project through open lines of communication. Zoon team will keep the City informed of the project issues and progress daily, Saeed provides comprehensive monthly reports, with project status, information on work performed during the past month with photos, anticipated operation for the following month, potential issues, costs and schedule update

o) Invoice Processing

The contractor's monthly payment requisitions are based upon work in place, and we verify this on a regular basis. The Zoon Team will review contractor invoices to ascertain that the work has been completed, that nonconforming work, if any, has been corrected, and that relevant financial/legal/administrative procedures are complied with and all other necessary documentation submitted. For payment of materials fabricated or stored off-site (materials on hand) we will coordinate off site facilities' inspections and protection conditions, and review paid invoices, bills of sales, insurance, and waivers of lien prior to recommending payment.

The Zoon Team will coordinate the inspection and payment review by the various required City groups. Following the above inspection and review process, we submit to the City our recommendation for payment.

p) Project Close-out

The Zoon Team maintains a philosophy of 'No Punch List' to facilitate and expedite project close out. A lengthy list of items to complete at the end of a project is frustrating, time consuming, and costly for all parties. By addressing the majority of these items as they are observed during the construction process our team will greatly minimize the remedial work to be performed at the end of the project.

Our team will perform thorough walk-throughs on a regular basis. Engage the project stakeholders Caltrans, the City and any other agencies involved in the project review during the course of construction and at the key milestones to conduct our field reviews and address the potential issues in real time. Only when our team is fully satisfied with the work, will we coordinate preparation of Caltrans' and the City's final safety drive through and review of the project, detailing the items of work remaining so that these items may be completed satisfactorily in an expeditious manner.

q) Safety

Our approach to safety is clear and concise: Our goal is no job injuries. This zero-tolerance attitude necessitates a high level of involvement and coordination with the City and contractor personnel. The Zoon Team's strategy to achieve our safety goals includes the following:

- Developing and implementing a project-specific Code of Safe Practices
- Providing safety training to all Team members
- Conducting weekly safety meetings
- Attending and documenting contractor tailgate safety meetings
- Monitoring contractor's weekly safety meetings
- Reviewing the work practices and general site conditions for safety daily
- Ensuring quick and easy access to emergency procedures and phone numbers
- Conducting investigation of all accidents and near misses
- Updating safety practices as necessary to eliminate incident recurrence
- Emergency notification protocol

APPROACH TO QUALITY

Our Team understands first-hand the importance of integrating quality into the project, from the start of design, to constructing the project and finally, completing all close-out requirements. Project quality is a strong part of Zoon's cultures. We know that quality issues affect costs, schedule and overall finish of the project. The Zoon Team is committed to working with the City to develop and implement a Quality Management Plan (QMP) that meets the specific requirements of all your projects. To help advance that effort our team has familiar itself with the provisions of your Quality Assurance Program (QAP) included in the RFQ dated March 25, 2021. We will make sure that our project specific incorporates the provisions of your QAP.

We will work with Daly City to develop the QMP which will clearly identify the project's overall standards, project roles and responsibilities, and verification testing requirements. We will work with your selected designers, contractors and other stakeholders to ensure the appropriate quality control and quality assurance processes are adopted and adequately implemented. Our team is extremely familiar with the provisions of the Caltrans Construction Manual and other guidelines. We will conduct our activities in strict compliance with all their provisions.

During Construction, the Zoon Team will work closely with your selected contractors to assure that the quality objectives are understood and strictly followed throughout the construction phase. Our inspectors will coordinate materials sampling and testing with our partner firm, AME. We will conduct detailed inspections to make sure the work and materials incorporated in the project are adequate and in compliance with the specifications. Prior to the start of each new trade, the Zoon Team will hold a kick-off meeting with all responsible parties. These meetings serve to lay down ground rules of what the installation requirements are to be and the quality expectations. Our inspections will be conducted in accordance with State requirements. Any deficiencies will be addressed immediately. The Zoon Team will issue non-conformance reports for inadequate and sub-standard work and work with the associated contractor to devise and implement the appropriate corrective action.

***Specific Experience** Saeed and the Zoon Team have extensive experience in developing and implementing Source Inspection Quality Management Plans (SIQMPs) with Caltrans. This experience will help ensuring a quick and smooth approval of the project's SIQMP and its*

The Zoon Team, working with oversight agencies, if necessary, will conduct periodic and regular audits, independent testing, and inspections to verify that proper implementation of prescribed quality processes. We will assess the performance of the QMP and revise where appropriate in our drive for continual improvement.

In addition to the above Zoon Engineering has developed a company Quality Assurance Manual (QAM) whose purpose is to standardize as many procedures as possible on projects in which Zoon Engineering is involved. This QAM, and the project-specific Front-End Specifications make it possible for all personnel to adhere to the primary Zoon Engineering policies, coordinate the major procedures, and provide a high level of standardization on our projects. The topics covered by this manual include:

- Project Organization
- Communications Management
- Management Reports
- Meetings
- Clarifications
- Change Management
- Issues Management

- Claims Management
- Inspection Reporting
- Submittal Management
- Progress Payments

The QAM along with the Standard Specifications serve different, but related, functions. Nevertheless, to be most effective they should be used together whenever possible and practical. Field personnel are knowledgeable in, and follow, the policies and procedures set forth in this manual. The QAM is a "how-to" manual providing policies and guidance to Zoon Engineering personnel on how Zoon Engineering handles various procedures related to the successful management of a project.

Project Quality Management

Our Team understands first-hand the importance of integrating quality into the project, from the start of design, to constructing the project and finally, completing all close-out requirements. Project quality is a strong part of Zoon's culture. We know that quality issues affect costs, schedule, and overall finish of the project. The Zoon Team is committed to meeting the specific quality management requirements of the Smart Corridor Expansion Project.

We will work with the City to completely comply with the overall project specific standards, project roles and responsibilities, and verification testing requirements. We will work with your selected designers, contractors, Caltrans, and other stakeholders to ensure the appropriate quality control and quality assurance processes are adopted and adequately implemented. Our team is extremely familiar with the provisions of the 2015 Standards Specifications and Plans, Caltrans' Construction Manual, THE CITY Construction Guidelines, the Green Book, PG&E requirements and other guidelines. We will conduct our activities in strict compliance with all these provisions.

The Zoon Team will work closely with the project's contractor to assure that the quality objectives are understood and strictly followed throughout the construction phase. Our Team will coordinate sampling, testing and inspections with our subconsultant, AME's testing lab to make sure the work and materials incorporated in the project are adequate and in compliance with the specifications. Prior to the start of each new construction activity, The Zoon Team will hold a kick-off meeting with the contractor. These meetings serve to lay down ground rules of what the work requirements are to be and the quality expectations. Our inspections will be conducted in accordance with the contract requirements, and as outlined in Caltrans policies, procedures.

The Zoon Team will conduct periodic and regular audits and inspections, to verify proper implementation of prescribed quality processes. We will assess the performance of the contractor and hold regular meetings to improve means and methods where appropriate in our drive for continual improvement. Any deficiencies will be addressed immediately. During construction, the Zoon Team will issue non-conformance reports for inadequate and sub-standard work and work with the contractor to devise and implement the appropriate corrective action.

III. SCOPE OF WORK			
TASK	SCOPE/APPROACH	BENEFIT	DELIVERABLES
Task 1: Preconstruction Services			
Constructability Review: Front-End Specifications	Review the following for conflicts: - Contract Documents - Order of Work Section - Working Days / work hours - Contract coordination - Bid item review - Identify potential cost and /or time savings - Right of way - Permits and special project requirements	- Reduces risk of funding issues - Reduces potential for CCOs - Facilitates construction work - Reduces potential cost impacts - Identifies potential conflicts - Minimizes impacts to construction - Minimizes risk - Contract completeness	Biddability/ Constructability Report
Constructability Review: Plan Review	- Potential conflicts with existing & new facilities - Alignment, geometrics, and transitions - Profiles, and structural sections - Construction details and cross sections - Electrical, street lighting, and signalization - Contour grading and earthwork	- Minimizes additional cost/time - Enhances construction process - Reduces potential grade busts - Clarifies intent of design - Enhances interchange safety - Proper project drainage	Biddability/ Constructability Report
Advertise Contract	- Prepare Bid inquiry log form - Coordinate responses to bidder questions - Conduct Pre-bid Conference - Stimulate bidder interest	- Facilitates flow of information - Streamlines uniform responses - Minimizes misinterpretations - Increased competition.	- Bid Inquiry Log - Addenda - Journal notices & plan-holders list
Bid Opening	- Attend bid opening and review packages for completeness - Detailed review of bid information and documentation - Prepare bid tabulation spreadsheet	- Minimizes bid protests - Ascertains lowest responsible bidder - Identifies potential bid errors	- Bid Log - Recommendation of award letter - Bid Analysis Report
Contract Award	- Compile Award Package - Assist in approval, award, and Notice to Proceed process - Assist in reviewing and resolving bid protests	- Conformance with City of Daly City requirements - Bidding equity and fairness	- Award Package - Notice-to-Proceed - Bid Analysis Report
Task 2: Construction Management/Resident Engineer			
Kick Off Meeting	Meeting between City of Daly City staff and Zoon team to discuss goals and expectations.	Establishes a positive and effective team relationship.	Agenda, meeting minutes
Preconstruction Conference	Outlines project specifics. Inform contractor of project administration procedures. Establish relations with 3rd parties	Establishes ground rules and responsibilities.	Agenda, meeting minutes

III. SCOPE OF WORK			
TASK	SCOPE/APPROACH	BENEFIT	DELIVERABLES
Establish contact with all project Coordination with Project Stakeholders	- Contractor - Utilities, Caltrans, City of Daly City - Environmental Agencies	- Minimizes schedule impacts - Maintains project progress - Compliance with regulations	Memos, correspondence, meeting minutes, RFI, submittal logs, records.
Contractor Submittal List	Develop contractor submittal list	Concise list with timelines, milestones, expectations, responsibilities	Submittal list and review schedule
Partnering	- Coordinate & participate in partnering sessions - Implement partnering goals	Encourages team building, defines goals & relations, minimizes impacts	Partnering Agreement & Charter
Weekly Meetings	Conduct weekly meetings to discuss schedule, current, and past issues.	Maintains official dialogue between team members	Agenda, meeting minutes
Focused Meetings	Conduct meetings as needed to discuss specific issues and project challenges with contractor and 3rd parties	Resolve project issues quickly and effectively	Agenda, meeting minutes
Project Document Control System	- Provide document management system - Identify and submit inspection and management forms for City of Daly City approval - Establish document control system in accordance with City of Daly City requirements	- Enhances collaboration and efficiencies - Ensures compliance with City of Daly City standards - Organized efficient documentation	- Document Control System - Inspection reports - Submittal, RFI, & Issues logs
Construction Management	- Manage subconsultant activities - Develop Quality Assurance program - Ensure compliance with Contract Documents and environmental regulations - Analyze issue, seek appropriate advice, and recommend redesign parameters. - Foster improved project team communications through written, verbal, and electronic communication.	- Keeps parties informed on project status - All tasks are taken care of - Sets standards, enhances quality, - Provides solutions to actual conditions found in field. - Improves project relations. Enhances problem solving.	- Procedures Manual - Documentation - Design clarifications, CCOs - Meetings, memos, correspondence
Request for Information (RFI) Management	- Review, coordinate, track, and process contractor RFIs - Engineering services for simple field design changes	- Timely response to all questions - Maintains project progress	RFI responses, RFI log
Submittals Management	- Review, coordinate, track, and process submittals - Final earthwork quantity analysis - Review and approve falsework and shoring by PE - As-built drawings	- No delays due to review time - Accurate information for payment - Enhances safety - Documents project for future use	- Submittal Log - Calculations - Approved submittal - Plans

III. SCOPE OF WORK			
TASK	SCOPE/APPROACH	BENEFIT	DELIVERABLES
Schedule Control	- Review and approve contractor baseline schedule - Review & monitor weekly and monthly schedule submittals. - Notify parties of actual or potential deviation from schedule - Work with project team to correct non-compliance with schedule	- Verifies contractor's work plan - Minimizes impacts to project progress - Improves better project coordination - Fewer time related disputes and delays	- Notifications of schedule status - Work around plans, recommendations
Cost Control	- Track contract item quantities and payments, CCOs and extra work - Prepare payment documentation for execution by Daly City following procedures established between C/CAG and the City. - Track extra work, supplemental work, and contingency - Track grant invoicing items - Prepare required grant reporting documentation	- Ensures prompt payment and minimizes disputes - Accurate payment to contractor - Accurate information regarding project funding and grants - Compliance with City and C/CAG	- Progress payment estimates - Progress payments - Monthly budget reports - Grant reports
Change Order Control	- Define change order processing procedure including forms - Assess need for, and impact due to, change order. Find innovative ways to resolve issues	- Standardizes CCO process, streamlines approval - Minimizes time and cost impacts to project	- CCO procedures, forms - Independent cost/time analysis
Negotiations	- Make recommendations and implement procedures for reducing the likelihood of disputes and claims - Lead negotiations sessions with contractor	- Disputes are avoided or resolved quickly. - Quick resolution of issues	- Dispute avoidance procedures - Documentation
Monthly Project Progress Reports/Invoice	Prepare monthly reports highlighting project progress, CCOs, cost issues, expenditures, potential claims, submittals, RFIs, schedule along with monthly invoice for construction management and inspection activities	Documents quality & progress	- Monthly Report - Monthly CM Invoice
Task 3: Construction Observation/Inspection Services			
Construction Observation & Inspection	- Prepare daily inspection logs - Provide experienced staff at appropriate levels - Comprehensive inspection - Storm Water Compliance - Environmental mitigation and regulations	- Documents quality & progress - Enhances quality of work - Ascertains spec compliance - Compliance with Clean Water Act - Compliance with permits	- Reports & logs - Project team - Reports - SWPPP - Certificates

III. SCOPE OF WORK			
TASK	SCOPE/APPROACH	BENEFIT	DELIVERABLES
Labor Compliance	• Certified payrolls • Field employee interviews • Verify compliance with prevailing wage and state and federal requirements	• Ensures compliance with state and federal regulations • Ensures maximum levels of federal/state project participation	• Interview forms • Labor compliance reports
Project Safety	• Review and monitor contractor's safety program • Notify contractor if unsafe condition is observed • Implement comprehensive safety plan for Zoon Team • Document and investigate accidents	• Safe project site, minimizes on the job injuries, avoids litigation	• Code of Safe Practices, accident reports
Materials Testing	• Develop Quality Assurance Plan (QMP) • Provide materials sampling and testing • Coordinate source inspection and approval	• Maintains project quality and sets standards • Facilitates acceptance and relief of maintenance process	• Sampling & Test results • Project Acceptance report
Task 4: Testing Oversight			
Establish contact with all project Coordination with Project Stakeholders	• Contractor • Systems Integrator • Utilities, Caltrans • City of Daly City • C/CAG • Environmental Agencies	• Minimizes schedule impacts • Maintains project progress • Compliance with regulations	• Memos, correspondence, meeting minutes, RFI, submittal logs, records.
Oversee System Integrator Work	• CCTV Cameras and Systems • Trailblazer Signs (TBS) • Network Switches and Routers • Hardware and Software • Traffic Signal System • Traffic Signal Controllers • Video Image Detection Systems and Cabinets	• Maintains project quality and sets standards • Facilitates acceptance and relief of maintenance process	• Reports & logs • Reports • Certificates of compliance
Oversee Overall Network Integration	• Observe, witness testing performed by others • Confirm test results certified by the engineer and/or contractor • Manage filing and documentation • Prepare reports on Installed components	• Maintains project quality and sets standards • Facilitates acceptance and relief of maintenance process	• Reports & logs • Reports • Certificates of compliance

III. SCOPE OF WORK			
TASK	SCOPE/APPROACH	BENEFIT	DELIVERABLES
Task 5: Post Construction Services (Close Out/Claims)			
Final Walkthrough	• Make final inspections • Prepare punch-list	• Project is completed according to contract documents	• Punchlist
Project Completion Report	• Process final progress payment to contractor. • Summary of working days and project milestones • Summary of change orders and associated costs • Final grant invoicing reporting documentation necessary to complete the project. • Final contingency spreadsheet • Detailed description of project related issues & claims	• Forms submitted timely and completely • Paperwork is completed • Audit trail is completed. • Conditions of Grants satisfied	• Final progress payment • Notice of Completion • Final report
Claims Management & Avoidance	• Identify potential claims and implement claims avoidance process • Prepare final claims report	• Minimizes frivolous claims and additional cost • Full understanding of issues	• Claims analysis report, procedures • Final report
As-Built Drawings	• Collate, review, and transmit contractor's data to design engineers, including prestress drawings and pile logs • Coordinate submittal of as-built plans	• Changes are incorporated • Accurate record of work • Prompt relief of maintenance	• Data for record drawings
Project Closeout Files	• Package project files in accordance with Daly City policies • Prepare electronic document control files • Deliver project records to City of Daly City.	• Complete set of project documentation for future use	• Project Record
Task 6: Project Management (OPTIONAL TASK)			
Risk Assessment Report	• Prepare and submit Risk Assessment Report to the City and C/CAG that includes potential construction changes, time delays, schedule issue, adverse project impacts, potential claims	• Keeps City and C/CAG up to date • No surprises • Helps in developing risk mitigation strategies	• Regular updates • Monthly reports • Risk assessment
City Council Reporting	• Prepare regular construction updates to inform City Council and outside agencies of construction work.	• Keeps City Council informed • Ensures outside stakeholder support for project	• Reports • Memos • PowerPoint

POTENTIAL OBSTACLES / PROBLEM SOLVING

a) Electrical Construction Issues

A significant amount of conduit and conductor are to be installed for communication and power on this project. Saeed and his team are experienced and adept at overseeing and inspecting conduit installation via directional boring and open trench methods. Likewise, existing conduit infrastructure introduces an additional level of complexity, requiring that the system is troubleshot, that all as-builts for the existing system are obtained and verified, and that resolution to any potential issues are coordinated between the Owner, the previous civil infrastructure Contractor, and Zoon. Saeed and his team are extremely familiar with both scope, construction methods, and peculiarities of the project, given their experiences and lessons learned from on the South San Francisco Smart Corridors Expansion Project, we will be staying ahead of the contractor to as we did in that project to solve any issues and conflicts before the have adverse effect on the project cost and schedule.

Here are few examples of the issues that we managed to identify early and resolve in efficient manner on the South San Francisco Smart Corridor Project:

Request early USA marking for all areas of underground work, such as sign foundation trenching and boring locations to check and identify any potential conflicts and seek early solutions such as adjustment to the location of the proposed work or alternate routing.

Check all exiting pull boxes and conduits that are called to be used and incorporate into the project for overfill conditions and propose alternate solutions such as installation of new conduits to the installation of the required new wiring. Also requiring the contractor to proof all existing empty conduits installed by others by mandrelling each conduit run to ensure clear path and in case of the long conduit runs that can potentially be problematic for pulling fiber optic cable with the allowable tension requirements recommended by the manufacture, look into options of adding pull boxes to keep the conduit runs below 700 feet.

Review all Trailblazer signs dimensions in relation to the installation location to ensure proper horizontal and vertical clearance can be obtained prior to ordering the signs and constructing the foundations and make appropriate adjustments as necessary.

Review the site for all potential issues and conflicts with existing trees, tree roots, existing utility vaults, curb ramps, proper sidewalk width, driveways, and site distances in relation to the new sign locations and foundation work.

In addition, our team includes the expertise of Ricky Santos who will take the lead on all electrical issues. He will review all factory test results for the conductors to ensure compliance with the specifications and will also check all cable pulling installations for proper tension on the wires and cables, Ricky will ensure all wires in the same conduit are pulled at the same time to meet the applicable National Electrical Code (NEC) and project special provisions. Some of the areas the Zoon Team will focus on include:

Area of Focus Copper conductor theft has been on the rise due to the increase in worldwide commodity prices. Zoon will work closely with the contractor to implement a detailed project theft protection plans to curtail potential copper theft.

Fiber Optic Cable, Cabinets and Terminations

- Verify that specified testing standards are followed.
- Cable is cheap – install service loops at all pull boxes for future use.
- Try to accommodate future service work, by locating pull boxes, cabinets away from streets to minimize road and shoulder closures.
- Check all cabinets for sufficient capacity, and verify that pull box to cabinet spacing allows for appropriate fiber slack.
- Use pole-mounted cabinets where possible to eliminate ground cabinets to minimize vandalism.
- Identify and provide solutions to issues with existing conduit infrastructure (e.g., crowding, blockage, mid-run splices, bends in excess 90 degrees, varying depths etc.) Coordinate with previous civil infrastructure contractor to ensure smooth handoff to fiber optic Contractor.

Closed Circuit TV

- Verify camera placement for optimal coverage
- If CAT 6 cable is utilized, ensure length of installation does not exceed 300 feet
- Review choice of protocol with proposed equipment to ensure compatibility.

Microwave Vehicle Detection System (MVDS)

- Verify placement for optimal lane coverage; and seek out existing poles for mounting, resulting in project cost savings.
- Verify mounting details and height.
- Be aware of objects that may cause reflection of the microwave. Concrete center-dividers, bridge abutments can reflect the microwave back to the device causing false readings. Mounting the MVDS at an angle can minimize these issues.
- Tuning/commissioning the MVDS must be accomplished with live traffic to get accurate results.

Trailblazer Signs

- Verify locations. All locations must provide sufficient clear sidewalk width per ADA requirement, without impeding bike path or roadway. Locations must not conflict with existing buried utilities or overhead lines.
- Sign location is critical for distance upstream of decision point.

Traffic Signal Upgrade

- Signal pole layout with the city - Help schedule city municipality prior to construct, review drawings prior to construction for existing utilities
- Traffic control issues - Make sure traffic control procedures and requirements are in place prior to construction
- Underground Construction - help verify USA layout and call ins with Contractor to avoid construction delay and maintain schedule
- As-builts and O&M Manuals - Verify as-builts and O&M manuals are accurate and submitted in a timely manner
- Cabling and terminations - Verify proper cable submittals, accurate conduit and cable drawings, verify proper field terminations
- Signal Interconnect Cabling - Verify signal interconnect cabling is installed and terminated correctly if applicable

b) Utility Coordination

Utility coordination is of the utmost importance in keeping your project on schedule. We recognize that there is a significant potential for encountering “unknown” existing utilities which will need to be relocated during the construction of the Smart Corridor Expansion Project. As such, our Team will schedule meetings prior to construction with all involved utilities and ensure the contractor contacts “USA” for underground line markings. Zoon will ensure facilities are clearly identified and relocation work, if needed, is done in timely manner. Our team will pay special attention to identifying and protecting high risk utilities such a high voltage and gas lines We will work with these entities on scheduling and constructing the relocation and/or protection of their facilities and closely coordinate with your selected contractor.

Key Approach: We will identify specific responsibilities and work on establishing workable schedules that accommodate the project constraints. Our team will then develop overall work plans and schedules and maintain close contact with the various internal and external utility groups. This will ensure that all utility work is completed within the allotted time limits in strict compliance with project requirements.

***Specific Experience** Zoon has extensive experience in providing traffic control oversight and will bring the lessons learned from the SSF Smart Corridor & I-101 Express Lanes Projects construction traffic management efforts to the Northern Cities Smart Corridor Expansion Project.*

It is of paramount importance to closely coordinate all third party and utility schedule critical activities and achieve total control over the schedule. The Zoon Team will start utility coordination work and planning immediately. Our goal is to make sure utility work is properly coordinated with overall project activities and does not adversely impact the project’s overall schedule or budget.

The Zoon Team will coordinate closely with Pacific Gas and Electric (PG&E) to ensure the timely delivery of power to all installations. We understand power must be in place ahead of the system integrator’s work and will make these installations our top priorities. We have well established relationships with PG&E and understand how to work with their staff to streamline their construction schedule, as exemplified by our efforts on the I-680 and I-880 Express Lane Conversion projects for BAIFA.

c) Traffic Management

The project comprises several major arterials through the City of San Francisco including South Airport Boulevard and Gateway Boulevard. As such special care must be taken to ensure the free-flowing movement of vehicles through our project site. This will be one of the keys to our success.

Our effort begins with a detailed review of the Draft Transportation Management Plan during the preconstruction phase. Saeed, working closely with Keyvan and Dana will make this a priority. Once construction begins, we will be in close contact with the Caltrans District 4 Traffic Management Center (TMC) as well as local police, fire safety, and emergency facilities prior to any closure. We will ensure the contractor’s traffic handling plans are effective in handling public traffic and providing safe access through the work zone.

Our team will work closely with Caltrans to coordinate project lane closures with other adjacent ongoing projects within the project corridor, avoiding conflicts and streamlining construction area traffic warning signs. We will meet with other ongoing project managers and resident engineers to coordinate closures and associated detours.

We will pay special attention to coordinating with City departments and major facilities and event centers in the area, including the San Francisco International Airport. We will work closely with the contractor to ensure all traffic safety devices are installed as required and the traffic management plans are implemented fully and accurately. Detours will be clearly marked; signs will be visible and readable. We will inspect traffic control measures continuously to ensure their safety and effectiveness.

Our team will require strict compliance with all traffic control requirements outlined in the contract documents. All street closures will be contingent upon acceptable local traffic conditions. Our focus will be to minimize any potential impact to traffic as a result of our project.

d) Systems Integration

The Zoon Team has extensive experience managing, implementing and operating ITS and its components gained on wide variety of project including the I-101, I-680 and I-880 Express Lanes Conversion Project, the South San Francisco Smart Corridor Expansion Project, and the San Francisco-Oakland Bay Bridge projects. We bring extensive and proven experience on stakeholder coordination and management, consensus building, project management, quality management, monitoring project progress, benchmarking performance, and system testing.

Our system integrator management and oversight approach is agile and comprised of the following key elements:

1. Working with the Smart Corridor System Integrator to ensure they adhere to contract document and plans.
2. Creating a project charter that details out the communication plan, team members involved, approval process, risk register, risk mitigation
3. Continuous monitoring and tracking project performance, making sure it adheres to the schedule and budget.
4. Ensuring that the technical decisions align with the operations goals and objectives. The last thing any of the stakeholders would like is a complex operation.

Due to the complexity of the Smart Corridor system, its architecture and the stakeholder coordination, there are always going to be challenges and our team brings to the City a creative solution-based approach to anticipate and mitigate them:

Challenge	Mitigation
1. Compliance with the Regional ITS Architecture.	Zoon team will work closely with the system integrator and ensure the system requirements and design comply with the Regional ITS architecture.
2. Missing traceability between the Smart Corridor system requirements to the functional requirements, or alignment with the goals and objectives.	Our team will work with systems integrator to ensure that the traceability is complete at the get go.
3. Public outreach and communication with the travelers.	Zoon brings a unique mix of system engineering skills with public outreach expertise. Zoon will proactively identify potential impacts to the public and coordinate an outreach plan well in advance to minimize disturbances and maintain the project's image.

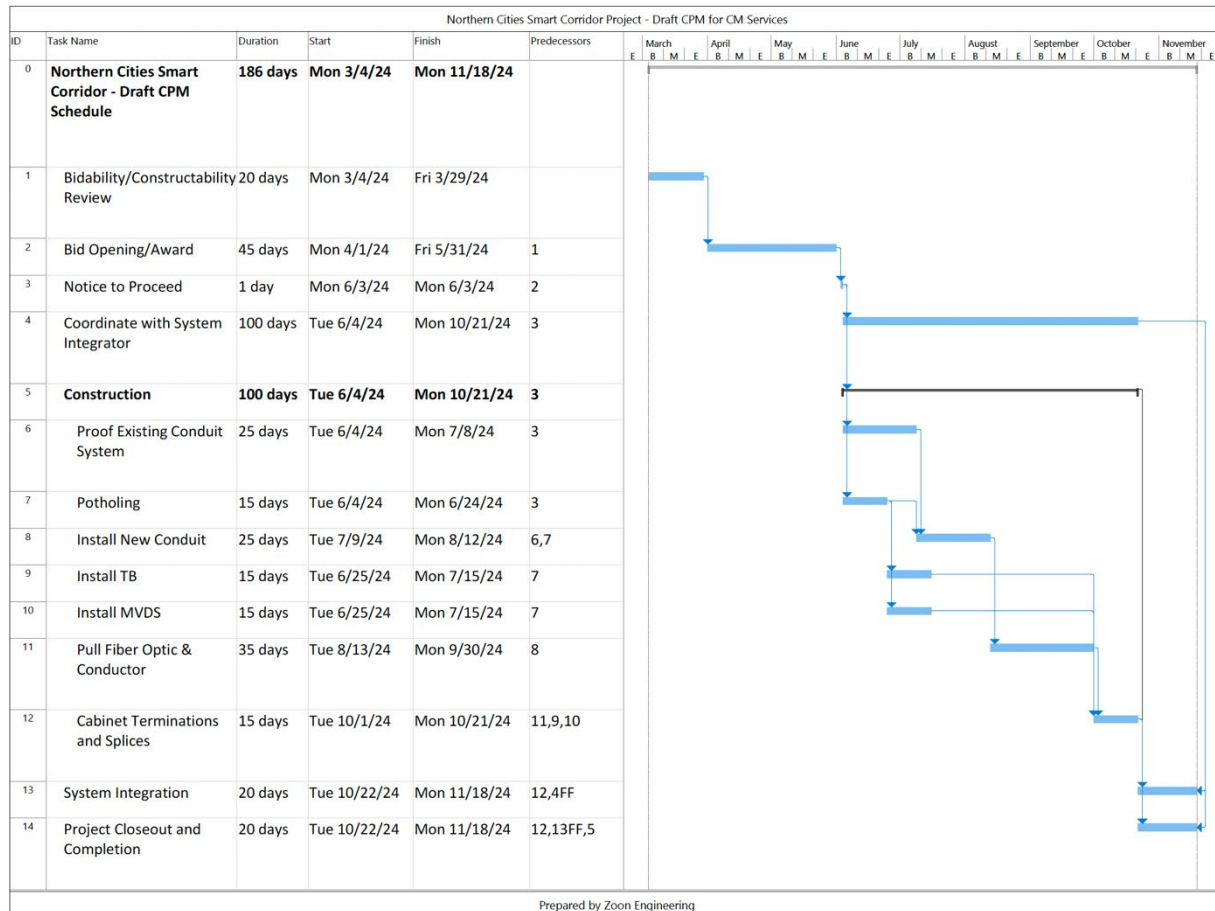
4. Unclear stakeholder's roles and responsibilities.	Zoon team will ensure the project stakeholders are fully defined (required and potential stakeholders) and they are clear on their roles and responsibilities.
5. Not fully defined System Integrator performance and success metrics.	Based on our experience, the project success criteria are not well defined. Typically, the success relies on a combination of system, project management and soft deliverables. Zoon team will work with the City on defining the project success criteria, to ensure expectations are clear between City and the system integrator.
6. Often under-estimating stakeholder coordination effort.	Zoon team will work closely with the City and its stakeholders, ensuring there is clarity on the expectations and understanding of roles and responsibilities.
7. Confirm and monitor System Integrator's project responsibility, commitment and expertise.	We will work closely with the System Integrator, and monitor the resources assigned to the Smart Corridor Project and their continued involvement.

IV. SCHEDULE OF WORK

During the pre-construction phase we will review other ongoing adjacent contract schedules to identify potential conflicts. We will work with your selected design team to develop a project-specific conceptual schedule showing milestones, work windows, restrictions, and submittal review times. Our efforts will continue during the construction phase, as the various work packages get awarded. *Dana Hissen and Saeed Shahmirzai are experienced in the use of various scheduling software packages including Microsoft Project and Primavera P6.* In addition, if required, we can bring the expertise of our Senior Scheduler, Yong Lee who is experienced in reviewing and analyzing complex construction schedules.

The Zoon Team will work with the contractor on developing a reasonable and achievable construction schedule then monitor its progress and coordinate its implementation. Weekly look ahead schedules and updates will reflect work progress and any deviation or update of the original work plan. Our team will diligently review and analyze potential delays and identify work-around plans to mitigate them.

Our experience and scheduling expertise are demonstrated in the following a conceptual schedule for a typical project. Similar to your potential project our conceptual project has a start date of July 1, 2024 as outlined in Appendix C of your RFQ.





V. CONFLICT OF INTEREST STATEMENT

Zoon Engineering does not have any financial, business or other relationship with the City of Daly City that may have an impact on this contract, or any project listed in the RFQ dated January 31, 2024. Zoon Engineering does not have any current clients who have a financial interest in the outcome of this contract or any project that may follow. Zoon Engineering have no financial or other interest or relation with any construction company that may bid on any of the City of Daly City projects.

VI. TASK HOURS

As specified in the RFQ issued by Daly City, the Cost Proposal is submitted under separate sealed cover. The following table provides breakdown of the total hours per task anticipated for this project based on a construction duration of 100 (Per Addendum 1) working days.

Estimated Hours and Cost by Task	Saeed Shahmirzal, PE	Dana Hissen	Keyvan Khorassani	Rick Santos	Hours By Task
Task 1: Preconstruction Services	120	100	80	100	400
Task 2: Construction Management/Resident Engineer	350	350	40	60	800
Task 3: Construction Observation/Inspection Services	100	60	800	800	1760
Task 4: Testing Oversight	10	30	40	20	100
Task 5: Post Construction Services (Close Out/Claims)	100	100	40	40	280
GRAND TOTALS	680	640	1,000	1,020	3,340

APPENDIX A: RESUMES

SAEED SHAHMIRZAI, P.E.

Project Manager | Resident Engineer | Change Order Manager | Utility Coordinator | Project Controls



Years of Experience

38

Education

B.S., Civil Engineering, Michigan Technological University, 1982

Professional Registration

Professional Engineer: California, License. No. C51840

Key Qualifications

Saeed Shahmirzai's construction management background includes technical and management roles on both the contractor's side and the owner's side for numerous transportation-related projects throughout the San Francisco Bay Area. He is a recognized expert in change order management, conflict resolution, contractor negotiations and project controls on some of the largest projects recently constructed in the San Francisco Bay Area. As the contractor's project manager, he was involved in estimating and bidding process and managed all field operations as well as contractual strategies and approaches. As a Construction Engineer and Resident Engineer, he has managed several similar projects in Albany, East Palo Alto and I-880 and has also worked on numerous high profile projects in the Bay Area freeways along, I-80, I-580, I-238, and Highway 101, including the San Mateo Bridge, Richmond-San Rafael Bridge and San Francisco-Oakland Bay Bridge.

Experience

Smart Corridor Expansion Project, South San Francisco, California

As the Resident Engineer for this \$6M design-bid-build contract, Saeed was responsible for all aspects of the construction. The scope of work included the installation of a fiber optic traffic management system along major arterials in South San Francisco, including the installation new pull box, conduits, PG&E service cabinets, fiber optic installation, traffic monitoring CCTV cameras, and video detection camera. The project also has various signs, including arterial dynamic message signs(ADMS), microwave vehicle detection system (MVDS) assembly, trail blazer signs (TBS) and Cast In Drilled Hole (CIDH) sign foundations. . Saeed managed the project budget, schedule, enforcement and oversight of South San Francisco and Caltrans requirements. He coordinated all source inspection and materials testing and engineers to ensure proper project compliance. He also coordinated extensively with the previous Contractor who had installed conduits to be used on the project, to resolve any construction problems and ensure project delivery. Saeed also coordinated with project design with regards to submittals and RFIs.

San Francisco-Oakland Bay Bridge – MEP Assessment, Oakland, California

As the MEP Integrator of the SFOBB, Saeed worked with other technical team members to evaluate and assess the MEP system across the entire corridor. Saeed provided a comprehensive assessment report to BATA of all MEP systems, including substation electrical equipment, lighting, navigation & aviation systems, TOS components, service cabinets, conductors, air lines, air compressors, dehumidification system, switchgears, transformers and communication systems. The report included cost estimates and a prioritized list of issues to be repaired, upgraded or replaced. The scope of work included visiting all 8 substations within the corridor, interviewing Caltrans Maintenance, Design and Construction staff, reviewing as-built plans and various other site visits.

Benicia / Martinez Bridge and Carquinez Bridge - MEP Assessment – Benicia & Vallejo, California

Saeed worked with other technical team members from HDR to evaluate and assess the MEP system on the original Benicia/Martinez Bridge and original Carquinez Bridge. Saeed provided a comprehensive assessment report to HDR / BATA of all MEP systems, including substation electrical equipment, lighting, navigation & aviation systems, TOS components, service cabinets, conductors, air lines, air compressors, dehumidification system, switchgears,



transformers and communication systems. The report included cost estimates and a prioritized list (1 to 10years and 10 to 20 years) of issues to be repaired, upgraded or replaced. The scope of work included visiting all substations on both structures, interviewing Caltrans Maintenance, Design and Construction staff, reviewing as-built plans and various other site visits.

New East Span of the San Francisco-Oakland Bay Bridge – Various Contracts, Oakland, California

As the MEP Integrator, Saeed was responsible for coordination and delivery of all Mechanical & Electrical systems for the entire corridor on the New East Span of the Bay Bridge. He was the liaison between design and construction, managing the MEP integration across seven major construction contracts, with valuations from \$101M to \$1.5B; and several other smaller contracts constructing electrical substations and utility relocation work. His duties included review of all MEP, architectural, and civil RFIs and submittals. Saeed also identified key contract change orders that were crucial to completing the work. He coordinated all MEP Integration activities with construction managers of each project, to mitigate conflicts, ensuring consistent and timely construction, allowing for any necessary upgrades to be incorporated into the system without impact to the corridor schedule.

Bay Road Improvement Phase II and III Project, East Palo Alto, California

As the Resident Engineer on this \$11 million project, Saeed was responsible for all aspects of the construction on this street improvement project, which comprised of construction of new sidewalks, crosswalks, extensive paving, grinding, lighting, signs, new drainage systems, new waterlines, irrigation, landscaping, and bus passenger pads & shelters. The project also has new roadway sections, which included, grading, placement of base rock and asphalt concrete. New striping delineated vehicle travel lanes and bicycles lanes to create a multi modal street that meets current design and safety standards for vehicle, bicycle and pedestrian traffic. All improvements were constructed within the existing Bay Road right-of-way. Funding for the project was through various local, private, State and Federal funding sources.

Adobe Creek / Highway 101 Pedestrian Overcrossing, Palo Alto, California

As resident engineer on this \$20 million, Saeed is responsible for managing all aspects of construction management for this pedestrian overcrossing. The steel structure truss spans 10 lanes of highway across Highway 101 and spanning East and West Bayshore frontage roads with concrete voided slab approach structures on both sides with a total length of about 1200 feet and a 147 feet separate structure steel truss bridge spanning adobe creek. The project also includes electrical joint trench for electrical and fiber trunk lines, paving of the 600' long adobe trail reach, extensive lighting, irrigation, landscaping and drainage work. Saeed managed the project budget, schedule, enforcement and oversight of FHWA and Caltrans requirements. He coordinated all source inspection and materials testing and worked with Caltrans oversight engineers to ensure proper project compliance. He also coordinated extensively with Caltrans construction managers on adjacent projects in the Highway 101 corridor, for lane and full freeway closures required for bridge erection. Saeed also coordinated with project design with regards to submittals and RFIs.

Clarke Avenue Highway 101 Pedestrian Overcrossing, East Palo Alto, California

As the Resident Engineer, Saeed was responsible for managing all aspects of construction management for this pedestrian overcrossing. The skewed structure spanned eight lanes of highway across Highway 101 and including construction of a sophisticated falsework system and electrical signals and lighting, and drainage and utility relocations. Saeed managed the project budget, schedule, enforcement and oversight of FHWA and Caltrans requirements. He coordinated all source inspection and materials testing and worked with Caltrans oversight engineers to ensure proper project compliance. He also coordinated extensively with Caltrans construction managers on adjacent projects in the Highway 101 corridor, for lane and full freeway closures required for falsework erection. Saeed also coordinated with project design with regards to submittals and RFIs. By identifying unnecessary items of work, such as the relocation of a waterline, Saeed was able to keep the project two months ahead of schedule and under its \$10M budget.

DANA HISSEN

Assistant Resident Engineer | Office Engineer | PM | Scheduler | Field Inspector



Years of Experience

9

Education

M.S., Civil Engineering – San Francisco State University, May 2022

B.A., University of California Davis, 2014

Key Qualifications

As an assistant resident engineer, design project manager, office engineer, contract change order manager, scheduler and field inspector, Dana has robust experience in project controls, construction management, and contract administration. She has played key roles in managing contract estimates and budgets; identifying, negotiating, and writing contract change orders; coordinating with various stakeholders to ensure project success; and analyzing contractor schedules to ensure timely project delivery. Her experience on high profile projects lends her insights into working with various local and state agencies at various stages of project delivery.

Experience

Shoreline Bus Lane Project, Mountain View, California

Dana was the Design Project Manager for the Shoreline Bus Lane and Utility Project in Mountain View, California, and \$20M design-bid-build project. Dana oversaw the design process, coordinating between City of Mountain View Design and Construction staff, and the Designer, to ensure the PS&E reflected jobsite conditions, City specifications, and stakeholder needs; ultimately ensuring the project's constructability and future success. Dana also managed and administered the project budget, to deliver the PS&E would be without any cost overruns, and developed the CPM schedule to track, assess, and manage the project lifecycle from Design to Project Closeout. In addition, she developed and managed the project Risk Register.

Smart Corridor Expansion Project, South San Francisco, California

Dana was the Assistant Resident Engineer for this \$6M design-bid-build contract. The scope of work includes the installation of a fiber optic traffic management system along major arterials in South San Francisco. Dana managed all aspects of progress pay estimates, contract change orders, monthly and weekly reports, materials testing and source inspection report documentation, and submittal and RFI review and processing. She maintained detailed project data bases to track payment administration for contract change orders and bid item quantities, and utilized the Caltrans Standard Specifications and Contract Special Provisions to ensure proper contract administration. She also performed Force Account analyses to evaluate Contractor cost proposals and negotiated, wrote, and processed contract change orders. In addition, Dana worked as a Scheduler to provide close analysis of Contractor produced Critical Path Method schedule, updates, narratives, and time impact analyses.

San Mateo US-101 Managed Lanes Project, Menlo Park/Palo Alto, California

Dana was the Office Engineer for this CM-GC \$250M contract. The scope of work includes the conversion of existing HOV lanes to Express and the construction of new HOV/Express lanes along US-101 in San Mateo County. Dana managed all aspects of progress pay estimates, contract change orders, monthly and weekly reports, materials testing and source inspection report documentation, and submittal and RFI review and processing. She maintained detailed project data bases to track payment administration for contract change orders and bid item quantities, and utilized the Caltrans Standard Specifications and Contract Special Provisions to ensure proper contract administration. She also performed Force Account analyses to evaluate Contractor cost proposals and negotiated, wrote, and processed



contract change orders. In addition, Dana worked as a Scheduler to provide close analysis of Contractor produced Critical Path Method schedule, updates, narratives, and time impact analyses.

I-880 Express Lanes, East Bay Area, California

Dana was the Office Engineer for this \$43M design-bid-build contract, which converted existing HOV lanes to FasTrak Express lanes in the I-880 corridor, from Hegenberger Road in Oakland to Dixon Landing Road in Milpitas. Dana managed all aspects of progress pay estimates, contract change orders, monthly and weekly reports, materials testing and source inspection report documentation, and submittal and RFI review and processing. She maintained detailed project data bases to track payment administration for contract change orders and bid item quantities, and utilized the Caltrans Standard Specifications and Contract Special Provisions to ensure proper contract administration. She also performed Force Account analyses to evaluate Contractor cost proposals and negotiated, wrote, and processed contract change orders. In addition, Dana worked as a Scheduler to provide close analysis of Contractor produced Critical Path Method schedule, updates, narratives, and time impact analyses.

I-680 Express Lanes, Contra Costa County, California

Dana was the Office Engineer for this \$15M design-bid-build contract, which converted existing HOV lanes to FasTrak Express lanes in the I-880 corridor, from Olympic Boulevard in Walnut Creek to the I-680/I-680 Interchange Dana managed all aspects of progress pay estimates, contract change orders, monthly and weekly reports, materials testing and source inspection report documentation, and submittal and RFI review and processing. She maintained detailed project data bases to track payment administration for contract change orders and bid item quantities, and utilized the Caltrans Standard Specifications and Contract Special Provisions to ensure proper contract administration. She also performed Force Account analyses to evaluate Contractor cost proposals and negotiated, wrote, and processed contract change orders.

San Francisco Oakland Bay Bridge Marine Foundation Demolition, Oakland, California

As Contract Change Order Coordinator, Dana worked alongside the Design Division and Construction Managers to implement changes to this \$100M Construction Manager General Contractor contract. The project removed the marine foundations of the decommissioned San Francisco Oakland Bay Bridge by way of implosion. Dana negotiated change scope and cost with Contractor, and oversaw all aspects of the CCO process. She administered and tracked an \$11M contingency and \$25M of supplemental funding allocated to identified items of work, and produced monthly reports and balance sheets for Caltrans principles and risk management teams. She also implemented a change that accelerated the contract by a full year with no additional costs to the owner. Due to the high-profile nature of this project, Dana was tasked with producing memoranda for the Toll Bridge Oversight Committee (TBPOC) to provide rationale for funding various items of contract change order work.

KEYVAN KHORASSANI

Project Inspection | Office Engineering | Traffic Control | Project Controls



Years of Experience

6

Education

Master of Construction Management, May 2020 - California State University, East Bay - Hayward, California

Bachelor of Science, Civil Engineering, February 2011 - Azad University – Tehran, Iran

Key Qualifications

Keyvan has over 6 years of experience in construction and construction management, including field inspections, project management, cost estimating, contract administration, job cost accounting, and construction operations. Keyvan has extensive experience inspecting various construction activities including traffic control, excavation, earthwork, paving and grading, concrete barrier rail construction, metal beam guard rails installation, concrete curb, gutter & sidewalk, retaining walls, irrigation & landscaping, and storm water pollution prevention. He maintains a strong command over the policies and procedures outlined in the Caltrans Construction Manual. Keyvan is also experienced in the use of various electronic document control and project management systems. Keyvan also has over 3 years of experience in electronic quality control field. The following is a list of selected project experience:

Experience

Smart Corridor Expansion Project, South San Francisco, California

As Inspector on this \$6M million project, Keyvan is responsible for providing various construction and electrical inspection services. The project comprised the installation new pull box, conduits, PG&E service cabinets, fiber optic installation, traffic monitoring CCTV cameras, and video detection camera. The project also has various signs, including arterial dynamic message signs (ADMS), microwave vehicle detection system (MVDS) assembly, trail blazer signs (TBS) and Cast In Drilled Hole (CIDH) sign foundations. Keyvan also performed the office engineering duties for this project, including review and approval of the pay quantities, preparing quantity sheets & calculations, project filing per Caltrans Construction Manual, and necessary coordination with materials testing lab for various tests as required per contract documents. Funding for the project is through various local, and State agencies. The project is scheduled to be completed by Spring 2024.

Safe and Smart Corridor Project, Fremont, California

As Inspector on this \$6 million project, Keyvan was responsible for providing various construction and electrical inspection services. The project comprised the installation new CCTV camera, video analytics system, video detection system, bicycle detection, and pedestrian pushbutton system. The project also had new traffic signal cabinets with a foundation, dynamic radar sign, and dynamic message sign. Also, Keyvan performed inspection of underground work, including boring, potholes, and installation of new conduit, fiber optic cables, and electrical conductors. He also performed office engineering duties for this project, including reviewing and approval of the pay quantities, preparing quantity sheets & calculations, and scheduling the material testing lab for compaction tests as required per contract documents. Funding for the project was through various local, State and Federal funding sources. The project was completed in November 2022.



Bay Road Improvement Phase II and III Project, East Palo Alto, California

As Inspector on this \$11 million project, Keyvan was responsible for providing various construction inspection services. The project comprised the construction of new sidewalks, crosswalks, lighting, signs, new drainage systems, new waterlines, irrigation, landscaping, and bus passenger shelters. The project also has new roadway sections, which involves, grading, placement of base rock and asphalt concrete. New striping will delineate vehicle travel lanes and bicycles lanes to create a multi modal street that meets current design and safety standards for vehicle, bicycle, and pedestrian traffic. All improvements were constructed within the existing Bay Road right-of-way. Funding for the project was through various local, private, State, and Federal funding sources. The project was completed on February 15, 2022.

Adobe Creek / Highway 101 Pedestrian Overcrossing, Palo Alto, California

As a field engineer, Keyvan was responsible for the inspection of all aspects of construction for this pedestrian overcrossing. The steel structure truss spans 12 lanes of highway across Highway 101 and spanning East, and West Bayshore frontage roads with concrete voided slab approach structures on both sides with a total length of about 1200 feet and a 147 feet separate structure steel truss bridge spanning adobe creek. The project also includes an electrical joint trench for electrical and fiber trunk lines, paving of the City street, freeway shoulders, and adobe trail reach bike path, extensive traffic control including full freeway closure, lighting, various types of concrete barriers, installation of metal beam guardrails, irrigation, landscaping and drainage work. Keyvan also performed the office engineering work for this project, including review and approval of the pay quantities, preparing quantity sheets & calculations, project filing per Caltrans Construction Manual, and scheduling the lab for various tests as required per contract documents.

City of Santa Clara - Santa Clara, California

As a consultant for the city, Keyvan assisted with development of traffic signal plans with loop detectors, pavement delineation plans, pavement rehabilitation plans with specific lay out for dig out sections and crack sealing, ADA compliance curb ramps plans and other street improvement elements.

Keyvan prepared quantity calculations and cost estimates for various contract items, including pavement delineation, signalization, roadway excavation, concrete, and asphalt. Conducted field inspections of all aspects of the roadway construction and prepared detailed and accurate daily progress reports with photos and ensured all field work is performed in compliance with contract plans and specifications, he also maintained all project records, as-built plans, and testing reports.

Truss Company - Tehran, Iran

As assistant project manager, Keyvan performed quantity take-off and cost estimating of materials, equipment, and labor force, for initial bids and contract change orders. His other duties included daily monitoring and overseeing of all operations, and project schedule for all phases of project. He assisted with processing RFI's, submittals, maintaining logs, and monthly update of CPM schedule. Performed Quality Control (QC) duties to ensure all work in compliance with contract documents, he also performed a safety inspection of the project site with written safety reports to ensure compliance with the project's site-specific safety plan. Keyvan was responsible for:

- Review structural shop drawings to ensure compliance with contract drawings and specifications.
- Review project schedule and prepare monthly updates, develop alternatives and necessary re-sequencing of the construction activities on the CPM schedule to mitigate delays resulting from contract change orders
- Preparing weekly and monthly cost reports

RICK SANTOS

Electrical Inspection | Construction Management | Quality Assurance



Years of Experience

26

Key Qualifications

Rick has over 26 years of experience as an Electrician Foreman specializing in the public works transportation and freeways, rail, large industrial and massive building, and commercial projects. He brings a wealth of knowledge in all aspects of power systems, communication systems, fiber optic installation and testing, traffic signalization, control systems and lighting. He also has excellent project management skills for electrical projects and can manage multiple projects, review and respond to RFIs, submittals, perform constructability reviews and cost estimating.

Work Experience

St. Francis Electric — Electrician Foreman

Responsible for managing multiple projects within the Bay Area. Review plans and specifications and collaborate with project managers on the submittal and RFI process. Responsible for overall quality control, inventory control, scheduling and manage appropriate labor required for each project. Responsible for safety of all employees and ensuring compliance with applicable safety rules and regulations. Built relationships with key vendors, internal and external customers, general contractors, owner representatives and all other stake holders.

Rosedin Electric — Electrician Foreman

Responsible for the managing multiple projects within the Bay Area with concentration on power, communication and signalization systems. Review plans and specifications and collaborate with project managers on the submittal and RFIs. Responsible for managing all resources, including material inventory, crew, equipment and project schedule. Also responsible for all quality control, adherence to projects plans, specifications and all applicable codes and regulations by performing continuous and final inspection on all electrical systems and components. Responsible for safety of all employees and ensuring compliance with applicable safety rules and regulations. Built relationships with key vendors, internal and external customers, project teams, employees and other trades.

St. Francis Electric — Journeyman Electrician

As a journeyman Electrician, installed conduit underground and above ground, built foundations for light and traffic signal poles, installed traffic signal poles and high mast poles. Performed wiring pulling, termination and testing for all power and communication systems. Worked on assembly and installation of switch gears, transformers and control systems in substations, transferring service feeds from overhead to underground in commercial and residential buildings. Develop skills of managing small projects. Perform tasks such as trenching, backfill, compaction, concrete and asphalt demolition and replacement and traffic control.

Relevant Project Experience

San Mateo US-101 Managed Lanes Project, Menlo Park/Palo Alto, California

Rick was the electrical construction inspector on this CM-GC \$250 million contract. The scope of work included the conversion of existing HOV lanes to Express and the construction of new HOV/Express lanes along US-101 in San Mateo County. Rick provided various field inspection services and assisted in progress pay estimates, contract change orders, monthly and weekly reports, materials testing and source inspection reporting. He interacted with the Contractor on overall work quality and contract compliance. Rick inspected various construction activities, including undergrounding, directional boring, joint trenching, lighting, fiber optics. Rick also provided utility coordination with PG&E and interface with the various cities and local jurisdictions.



I-880 Express Lanes Conversion Project, Alameda County, California

As electrical inspector, Rick was responsible for electrical inspection activities on this \$44M Bay Area Infrastructure Financing Authority (BAIFA) project. The project converted the existing high occupancy vehicle lanes to FasTrak Express Lanes, along the I-880 corridor in the southbound and northbound directions, from Hegenberger Road in Oakland, to Dixon Landing Road in Milpitas. Rick inspected various construction activities, including undergrounding, directional boring, joint trenching, lighting, fiber optics. Rick also provided utility coordination with PG&E and interface with the various cities and local jurisdictions.

Port of Oakland, Construction of Berths 57/58/59 Container Yard and Gate

Rick was the project foreman for all electrical work associated with this major improvement project under the Port of Oakland's Vision 2000 program to reuse the past U.S. Naval Supply Center. This 150-acre container yard provided a major shipping tenant the ability to move containerized freight and goods from ships directly to rail and trucking distribution. Electrical construction included the installation and testing of \$16 million in electrical construction, including the construction of two (2) powerhouses, fifteen (15) unit substations and three (3) sets of interchange switchgear to power nine (9) buildings, 15kv dredge circuit, container cranes and an on-site mini-treatment plant. Includes construction of over \$1.4 million in joint trench construction throughout the facility.

City of South San Francisco, Oyster Point Interchange

Rick served as the electrical foreman on this \$20 million project included a four-span cast-in-place overcrossing, a five-span cast-in-place grade separation, a three-span pre-cast and cast-in-place railroad overhead, a single span precast on-ramp, five mechanically stabilized embankment walls, and 11 Type 1 and 1A retaining walls.

University of California at Berkeley, Helios Energy Research Facility

Rick served as the project foreman for the electrical portions of this 114,000 sf research laboratory building. Rick was responsible for the installation of all electrical and communications infrastructure on this \$133M project.

Alameda County Transportation Authority, 98th Avenue Overcrossing

Rick was the foreman for all electrical work associated with this \$16M bridge structure project. The project comprised the reconstruction of the 98th Avenue Overcrossing in Oakland as part of the new access to Oakland International Airport. Rick was responsible for the construction and installation of various electrical facilities including highway lighting, traffic operations systems, fiber optics facilities, freeway traffic detection loops.

Port of Oakland, Joint Intermodal Rail Terminal

Project Foreman. Rick was the electrical foreman for this \$38M project. He was responsible for the construction of all associated electrical systems necessary to support the operation of this 85-acre dock facility.

Other Major Projects

- FastTrack Southbound 680
- CCMA 580/680 – Sunol to Danville and Dublin to Livermore
- Airway Boulevard Overpass (Livermore, CA)
- Hopyard Avenue Overpass (Pleasanton, CA)
- 98th Avenue Overpass (Oakland, CA)
- El Camino Real – San Bruno to San Mateo (21 intersections)
- Bay Area Rapid Transit, Warm Springs Extension Project
- Port of Oakland (7 major projects)
- MacArthur Boulevard On/Off Ramp
- Warm Springs BART Station
- Caltrans Emergency on-call Contract

CRAIG PARMLEY, EIT

Construction Manager | Resident Engineer | Structures Representative



Years of Experience

36

Education

B.S., Material Science and Engineering – San Jose State University

Key Qualifications

Craig brings a long history of proven success on various types of public works projects to the team. His skills as a construction manager, project manager and resident engineer have been acquired through over 36 years of experience. The combination of strong communications and negotiating skills coupled with excellent technical knowledge and deep construction experience make Craig an instrumental member to our team. Craig served as the Division Chief for the County of Marin's Road Construction/ Maintenance Division. Total yearly CIP projects averaged \$18M a year and included road overlays, bridge construction and repair, retaining wall construction and repair, general road infrastructure maintenance, replacement and repair of the County's storm drain system, and the management of a construction crew of 48 individuals. For the last 7 years, Craig has been involved in the construction of over 70 miles of toll lane construction and system integration, along with the maintenance and asset protection of same. The following is a list of selected project experience:

Experience

Solano Interstate 80 Express Lanes Project

As Resident Engineer for the integration of tolling infrastructure for 13 miles of high occupancy vehicle lanes along east and westbound Interstate 80 through Solano County, Craig, was responsible for representing the BAIFA's interests on this \$175M Caltrans/Solano County Transportation Agency project which entailed the conversion of existing high occupancy vehicle lanes along eastbound and westbound I80 from the western crossover in Fairfield to Interstate 505 in Vacaville. Craig was responsible for construction management and inspection services on the toll integration portion of the contract along including coordinating these activities with the Resident Engineer and the Contractor Project Manager on the civil portion of the project. This included issue resolution, claims avoidance, stakeholder coordination, biddability/constructability review, change order management and schedule management. Craig is also responsible for ensuring that the civil contract hands corridor segments over to the toll system integrator in a timely manner, with all work completed per the contract documents.

MTC Toll System Maintenance Construction Manager

Craig is currently serving as the construction manager overseeing the Caltrans LCS coordinator and the field inspector responsible for ensuring that repairs to the active tolling systems on the I680, US101, and I880 corridors are being properly maintained by both the toll system integrator and the general maintenance contractor. Craig is responsible for making sure that the toll system maintenance contractors employed by MTC are correctly prioritizing repairs (and completing same in a timely and efficient manner), completing annual and monthly preventative maintenance and assisting with the field design and construction of relocation and repair projects. The team he manages also coordinated all closures within the Caltrans LCS system and MAZEED>

US101 Express Lane Construction Project, San Mateo County, California

As Resident Engineer for the integration of tolling infrastructure for 23 miles of high occupancy vehicle lanes along north and southbound US101, Craig, was responsible for representing the SMCTA's interests on this \$350M Caltrans/San Mateo County Transportation Agency project which entailed the conversion of existing high occupancy vehicle lanes along southbound and northbound US101 from Embarcadero Road, in Palo Alto, to South Airport Road in South San Francisco. Craig was responsible for construction management and inspection services on the toll integration



portion of the contract along including coordinating these activities with the Resident Engineer and CMGC Project Manager on the civil portion of the project. This included issue resolution, claims avoidance, stakeholder coordination, biddability/constructability review, change order management and schedule management.

I-880 Express Lanes Conversion Project, Alameda County, California

As Assistant Resident Engineer Craig, was responsible for managing this \$44M Bay Area Infrastructure Financing Authority (BAIFA) project, which entailed the conversion of existing high occupancy vehicle lanes along southbound and northbound I-880 from Hegenberger Road, in Oakland, to the State Route 237 separation in Milpitas. The conversion included directional boring, freeway widening, lane striping, and installing overhead and roadside signage, FasTrak toll tag readers, and traffic monitoring equipment. Concrete barrier modifications were required for the lane reconfiguration. Craig was responsible for construction management and inspection services on this project including issues resolution, claims avoidance, stakeholder coordination, biddability/constructability review, change order management and schedule management. Craig's strong understanding of construction, the project's plans and specifications, and Caltrans Standards made him instrumental to management of field, inspection, managerial, and administrative activities.

Oak Grove Rehabilitation Project, City of Concord, California

As Assistant Resident Engineer, Craig was responsible for managing this \$2.2 million dollar paving project, which entailed using cold in-place recycling to rehabilitate 1.5 miles of an existing 5 lane arterial in Concord. The project also included new ADA-compliant curb ramps and the conversion of the existing loop traffic detection system at 4 major intersections to a camera based one. Craig was responsible for construction management and inspection services on this project including issues resolution, claims avoidance, stakeholder coordination, biddability/constructability review, change order management and schedule management. Craig's extensive understanding of paving operations and the CIR process resulted in the project being finished early as well as \$70K under the contractor's original bid (without contingency).

County of Marin, Division Chief – Road Construction and Maintenance

Craig served as the Division Chief for the County of Marin's Road Construction and Maintenance Division. Total yearly CIP projects average \$18M a year and include road overlays, bridge construction and repair, retaining wall construction and repair, general road infrastructure maintenance, replacement and repair of the County's storm drain system, and the management of a construction crew of 48 individuals. During his tenure, the County's pavement condition index rose in six years from 42 to 70. Between 2012 and 2013, index rose 5 points by utilizing various paving techniques such as CIR (cold-in-place recycling, BWC (bonded wearing courses), other non-traditional methods and by changing the preservation guidelines regarding limits and restoration standards on moratorium and non-moratorium streets. All of the construction work in the field, whether done by outside contractors or County personnel was overseen by Craig and his staff. This work required him to work closely with numerous utilities and municipalities.

County of Marin, Emergency Slide Repair Program

As Construction Manager, Craig provided construction management and inspection services on 14 separate projects ranging from \$300K to \$2M throughout Marin County. Total cumulative construction value of the program was approximately \$7M between July 2006 and April 2007. The projects ranged from retrofits of existing failing structures to MSE wall construction, pile supported retaining wall construction and pile/tie back (or soil nail) wall construction. Craig's team assisted the civil and structural designers in preconstruction site surveys. He also coordinated emergency utility relocations with all local agencies, including MMWD and PG&E, and provided coordination with Caltrans and the U.S. National Park Service.

APPENDIX B: REQUIRED EXHIBITS AND FORMS

Zoon Engineering does not have any lobbying activities to report.

Exhibit 10-Q Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Nabil Hissen, PE</u> Title: <u>Principal</u> Telephone No.: <u>925.451.1585</u> Date: <u>01/29/24</u> Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes ☐ No ☐		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
NO LOBBYING ACTIVITIES TO DISCLOSE		
Federal Use Only:		
Signature: <u>Mohammed Faiyaz</u> Print Name: <u>Mohammed Faiyaz</u> Title: <u>Project Manager</u> Telephone No.: <u>(510) 420 8190</u> Date: <u>1/23/24</u> Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Estimated Hours and Cost by Task

	Saeed Shahmirzai, PE \$ 256.01	Dana Hissen \$ 145.15	Keyvan Khorassani \$ 145.15	Rick Santos \$ 167.22	Hours By Task	Cost By Task
Task 1: Preconstruction Services	60	100	80	50	290	\$ 49,847.30
Task 2: Construction Management/Resident Engineer	200	350	40	60	650	\$ 117,840.72
Task 3: Construction Observation/Inspection Services	50	60	760	430	1300	\$ 203,722.52
Task 4: Testing Oversight	10	30	40	20	100	\$ 16,064.55
Task 5: Post Construction Services (Close Out/Claims)	40	100	40	40	220	\$ 37,249.21
GRAND TOTALS	360	640	960	600	2,560	\$ 424,724.30



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Notice of Completion for the 2020-2021 Serramonte Slurry Seal and Daly City Crosswalk Enhancement Project

Recommended Action

Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the improvements completed in compliance with the construction contract for the 2020-21 Serramonte Slurry Seal and Daly City Crosswalk Enhancement project.

Background

On June 27, 2022, the City Council authorized the award of a construction contract to VSS International, Inc. of West Sacramento, California, in the amount of \$2,724,120.00 for the 2020-21 Serramonte Slurry Seal and Daly City Crosswalk Enhancement project. The scope of work was to slurry seal approximately 13.63 centerline miles of City streets in the Serramonte area, and to install high visibility crosswalks along four major corridors that are part of the City's Vision Zero High Injury Network: Junipero Serra Boulevard, Callan Boulevard, Gellert Boulevard and King Drive.

Discussion

VSS International, Inc. has completed all improvements required by the construction contract documents for a total amount of \$2,749,908.40, including three change orders totaling \$25,788.40. The original contract award was for \$2,724,120.00. The increase in price of 0.95% between the original and final contract amounts was due to additional traffic control, revised striping, and final quantity adjustments which are within the contingency approved for the project.

Fiscal Impact

The contract was completed in the total amount of \$2,749,908.40 with funds available in Transportation Fund CIP project accounts, 17-312-619 – 2020-21 Serramonte Slurry Seal, 17-312-502 – Daly City Crosswalk Enhancement, and 17-312-916 – Vision Zero Improvements. In addition, Water Fund project account 41-385-617, and Sanitation Fund project account 87-920-617 were also used for water and sewer infrastructure improvements made during the project. No additional appropriation is needed for this recommendation.

Summary/Conclusion

The contractor's work is now complete and acceptable for City maintenance. Staff recommends that the City Council authorize the filing of the Notice of Completion and accept the completed improvements for the City's maintenance.

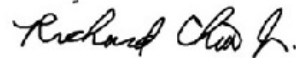
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

**Notice of Completion for the
2020-21 Serramonte Slurry Seal and Daly City Crosswalk Enhancement Project
Meeting Date: April 8, 2024
Page 2 of 2**



Alexander Yuen
Civil Engineering Associate



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Project Location Map – 2020-21 Serramonte Slurry Seal
2. Project Location Map – Daly City Crosswalk Enhancement
3. Resolution
4. Notice of Completion

PROJECT LOCATION MAP OF 2020-21 SERRAMONTE SLURRY SEAL



CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF
DALY CITY CROSSWALK ENHANCEMENT



N.T.S.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

OFFICE OF THE CITY CLERK
CITY OF DALY CITY
333 - 90th Street
Daly City, California 94015

Notice of Completion

NOTICE IS HEREBY GIVEN as follows:

1. The date of completion of the work of improvement is: April 8, 2024
2. The owner of the work of improvements is: City of Daly City, a Municipal Corporation.
3. The address of the owner of the work of improvement is: City Hall
333 - 90th Street
Daly City, California 94015
4. The nature of the owner's interest or estate is: In fee.
5. The work of improvement is located in Daly City, California, and is particularly described as follows:

**2020-21 SERRAMONTE SLURRY SEAL
AND
DALY CITY CROSSWALK ENHANCEMENT**

The name of the original contractor for the work of improvement is:

VSS International, Inc.
3785 Channel Drive
West Sacramento, CA 95691

Dated: _____

The undersigned, being duly sworn, says: That he is the owner of the aforesaid interest or estate in the property described in the foregoing notice; that he has read the same, and knows the contents thereof, and that the facts stated therein are true.

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.

CITY OF DALY CITY, OWNER

Richard Chiu, Jr., Public Works Director

STATE OF CALIFORNIA,

COUNTY OF SAN MATEO } ss.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2024 ,

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY ACCEPTING
COMPLETION OF CERTAIN PROJECT IN THE
DEPARTMENT OF PUBLIC WORKS

(2020-21 Serramonte Slurry Seal and Daly City Crosswalk Enhancement)

A. The Project Manager has advised that the project set forth hereinafter has been completed in accordance with the terms of the contract with the City of Daly City and VSS International, Inc., a CA Corporation.

B. The City Council of the City of Daly City desires to acknowledge the completion of such project so that notice of completion may be given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that pursuant to the above, the City of Daly City does hereby accept as complete the following described project:

**2020-21 SERRAMONTE SLURRY SEAL AND
DALY CITY CROSSWALK ENHANCEMENT**

BE IT FURTHER RESOLVED by the City Council of the City of Daly City that said project be, and it is hereby accepted as complete, and at the expiration of fifty-five (55) days from this date, final payment in connection with this project be, and it is hereby authorized, provided that all statutory liens, claims and withholds are satisfied pursuant to law.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the _____ day of _____, 2024, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Approve a Purchase Agreement for LED Streetlight Fixtures and Poles for School Street

Recommended Action

Staff recommends City Council approve a purchase agreement for LED streetlight fixtures and poles for School Street and authorize the City Manager, or his designee, to execute all necessary documents to complete the purchase.

Discussion

In 1990, the City completed the School Street Improvement Project. Included in the project was the installation of 20 decorative dual head streetlight fixtures and streetlight poles. The streetlight fixtures and streetlight poles have a manufactures lifespan of 25 years, depending on the condition of the local environment. Due to the constant exposure to fog and salty air, the poles and streetlight fixtures are deteriorated beyond repair. In 2023, several poles found in poor condition were removed in the interest of public safety. The remaining streetlights and poles will also need to be replaced.

The new LED streetlight fixtures and streetlight poles will have the same distinctive appearance as the existing streetlight fixtures on Mission St. and John Daly Blvd. and be more energy efficient. The new aluminum poles will have the same bolt pattern as the existing poles; therefore, the existing pole foundations can be re-used. Both the streetlights and poles will be painted black.

Staff contacted three (3) vendors for quotes to purchase the streetlight fixtures and streetlight poles. Three (3) quotes were submitted and are shown in the table below:

Vendor Quote	Base Bid
1. WESCO International, Inc	\$140,657.58
2. Graybar	\$144,164.79
3. Contractors Electrical Distributors (CED)	\$165,807.97

WESCO International, Inc provided the lowest bid, including shipping and tax.

Fiscal Impact

Sufficient funds to purchase the LED streetlight fixtures and poles for School Street in the amount of \$140,657.58 tax included, is available in the Traffic Signal/Street Light Improvements budget, account number 17-312-872.

Summary/Conclusion

Staff recommends City Council approve a purchase agreement for LED streetlight fixtures and poles for School Street and authorize the City Manager, or his designee, to execute all necessary documents to complete the purchase.

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

Respectfully submitted,



Jeffery W. Fornesi
Assistant to the Director of Public Works



Richard Chiu Jr.
Director of Public Works

Attachment: WESCO International, Inc Quote Number RS-PK020224R1



**To :
City of Daly City
Street Lights and Traffic Signals
798 Niantic Ave.
Daly City, CA 94014**

Customer Quote

Account Number	
Quote Number	RS-PK020224R1
Date	2/13/2024
Representative Contact	Richard Steel
Phone number	510-501-7179
Email:	rsteel@wesco.com

[illegible]

Total Price	\$128,016.00
Local Tax (9.875%)	\$12,641.58
Final Price	\$140,657.58

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THE ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS ORDER ACKNOWLEDGMENT IF YOU REQUIRE A PRINTED COPY.



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Approve Proposed Revisions of Lead Street Maintenance Worker and Safety Inspector I/II Job Specifications (Civil Service)

Recommended Action

Staff recommends that the City Council adopt the proposed revisions to the following job specifications:

- Lead Street Maintenance Worker (attached)
- Safety Inspector I to Safety Inspector I/II (attached)

Background/Discussion

Through the 2019 Labor negotiations process, the City and AFSCME Local 829 agreed to review the Lead Public Works Maintenance Worker classification. As a result, both parties are in agreement to revert back to using a title specific to the division the employee will be assigned to. The Lead Street Maintenance Worker job specification has been updated to accurately reflect the duties of the position.

Staff is recommending revising the Safety Inspector I job specification to allow for flexible staffing into a Safety Inspector II. Under the flexible staffing concept, Safety Inspector II positions that may become vacant may reasonably be filled at the Safety Inspector I position for training purposes or when filled from the outside, require specific experience. This flexibility allows the department to recruit for candidates that best fits the needs of the department.

The City Manager has approved the proposed civil service job specifications and the City has met and conferred in good faith with the affected bargaining units and, as a result, have agreed to the proposed job specification changes.

Fiscal Impact

No fiscal impact.

Summary/Conclusion

Staff is recommending that the City Council adopt the proposed revisions to the Lead Street Maintenance Worker and Safety Inspector I/II civil service job specifications.

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

Respectfully submitted,

Natalie Sakkal
Director of Human Resources

Attachments

LEAD STREET PUBLIC WORKS MAINTENANCE WORKER

DEFINITION

~~Under general direction, serves as a lead worker and assumes significant responsibilities for the general maintenance, repair, construction, and inspections of roadways, street signs, parking meters, pavement markings, sidewalks, and storm water conveyance systems. Supervises, organizes, trains, and provides direction to assigned personnel. Performs skilled task related to the repair and construction of roadways, sidewalks, storm water conveyance systems, and performs other duties as assigned. Under general supervision of a Public Works Maintenance Supervisor, provides lead direction, personally performs any combination of tasks involved with inspection, construction, repair, preventative, corrective and emergency maintenance of streets, roadways, storm drains, landscaping, irrigation, sports fields, playground structures, public buildings, facilities and related structures, and performs other duties as assigned. The Lead Public Works Maintenance Workers may be assigned to one of three (3) Public Works Maintenance Sections (Streets, Buildings, or Parks).~~

DISTINGUISHING CHARACTERISTICS

This class is distinguished from the Street Maintenance Worker I/II classification series by the performance of more skilled and complex ~~public~~ maintenance and repair tasks, and the requirement to oversee, lead and train subordinate a crew of employees. Incumbents may also perform all of all the duties customarily performed by a Street Maintenance Worker I/II ~~in any of the assigned areas: Streets, Buildings or Parks.~~

EXAMPLES OF DUTIES

Leads and performs complex skilled maintenance, construction, and repair work at the journey level in one or more of the following trades: roadway and sidewalk construction, fencing and guardrails, roadway signage, and storm water conveyance systems. Performs street sweeping duties and USA markings of underground infrastructure.

Prepares the detailed planning, scheduling and organization of the work of assigned personnel; evaluates ~~checks~~ work performed in the field of assigned crews to see that workensure work is done properly and expeditiously; confers with Public Works Maintenance Supervisor on significant deviations; reviews construction plans, prepares cost estimates as required; may assist in the preparation of annual budgets, including capital improvements; assists in projecting personnel, equipment, and material needs;

JOB SPECIFICATION

LEAD STREET MAINTENANCE WORKER (PAGE 2)

opens and completes work orders; maintains records concerning installations, repairs, and the condition of City assets~~the facility~~ or site of assigned work; —makes recommendations for improvements, additions, alterations and repairs and may inspect work performed by outside contractors; assists in preparing employee performance evaluations, conducts effective training on equipment operation, care, cleaning and maintenance; and general safety and work site safety; advises on safety precautions and instructs personnel in the technical aspects of work performed; responds to inquiries and complaints pertaining to the work of the Street Maintenance Section as directed; perform other duties as assigned.

Operates hand and power tools, and heavy equipment common to general construction and maintenance of roadways, sidewalks, street signs, parking meters, and storm water conveyance systems. Safely handles and applies thermoplastic and paint for roadway striping and markings. Reads and interprets construction plans and specifications and prepare cost estimates; meets with and monitors contractors and vendors.

~~Depending on the Public Works Maintenance Section the employee is assigned may personally perform typical duties in one of the following broad categories:~~

~~Parks—safely handles and apply pesticides, herbicides and fertilizers, propagates plants, transplants and cares for flowers, ornamental trees and shrubs; installs and maintains irrigation systems;~~

~~Streets—safely handles and applies thermoplastic and paint for roadway striping; maintains street pavement, signage, striping and storm drain facilities;~~

~~Buildings—repairs and maintains plumbing and heating systems, door hardware and locks, roofs, fencing, sheet rock, paneling, floor and wall covering and general carpentry;~~

MINIMUM QUALIFICATIONS

Knowledge of: Practical aspects of supervisory principles and practices including effectively maintaining a work environment that is free of discrimination and harassment; elements of work scheduling; labor and material cost estimating for street, sidewalk, and storm water conveyance system construction, repair, and Public Works Maintenance projects; basic recordkeeping and budget procedures; standard safety procedures, including working practices and safety orders of the California Division of Industrial Safety pertinent to general or utility construction and maintenance; methods, tools, materials, and types and functions of equipment used; provisions of the California Vehicle Code as it applies to the loading and operation of motor vehicles; applicable Federal, State and local laws, codes and regulations.

Ability to: Supervise, schedule, train, and direct the work of assigned personnel; follow oral and written directions; prepare clear and accurate reports; prepare and maintain accurate records; read and interpret plans and specifications; be available in an emergency for night and weekend work; operate and maintain all types of specialized

JOB SPECIFICATION
LEAD STREET MAINTENANCE WORKER (PAGE 3)

equipment used in the maintenance of ~~public buildings, landscaping and street infrastructures and storm water conveyance system infrastructure~~; perform skilled and semi-skilled tasks; organize and direct ~~building, street, an, sidewalk, and storm water conveyance system d parks maintenance~~ projects; analyze situations effectively and develop appropriate solutions to correct problem areas, communicate in a professional manner with various personnel, including personnel from other City Departments, city residents, engineering consultants and industry representatives, communicate clearly and concisely with contacts both verbally and in writing, as needed, to perform one's assignments, interact positively and cooperatively with co-workers, respond politely to customers, work as a team member, function under demanding time pressures, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Experience: ~~Three-Two~~ (32) years of increasingly responsible experience in performing skilled work in the maintenance, repair, and/or construction of streets, roadways, storm drains systems, ~~landscaping, irrigation, sports fields, playground structures, public facilities and/or~~ related structures.

Education: Graduation from high school or equivalent. ~~Additional qualifying experience may be substituted for the required education on a year for year basis up to a maximum of two years.~~ Associate of Arts Degree or higher in related field highly desirable.

Physical Requirements: Moderate and sometimes strenuous exertion required, including sustained walking, standing, bending, kneeling, crawling, climbing, and lifting.

Works in adverse weather conditions from time to time. Exposure to dirt, noise, uneven surfaces, and/or extreme heat or cold when in the field and may be required to sit for long periods using a computer and other electronic equipment. ~~keyboard and mouse.~~

License: Possession of a valid Class "A" or Class "B" California Driver's License with a Tank Endorsement (including acceptable driving record), or the ability to obtain one within 12 months.

Certification: ~~Candidates assigned to the Parks Section must possess a Qualified Applicator's Certificate issued by the State of California and be qualified for spraying in categories (B) Landscape Maintenance and (C) Rights of Ways, or the ability to obtain one within 12 months.~~

Possession ~~Candidates assigned to the Streets Section must possess~~ of a Wastewater Collection System Maintenance Certificate Grade I issued by the California Water Environment Association, or ability to obtain Certificate within 12 months.

~~Candidates assigned to the Buildings Section must possess a Playground Safety Inspector Certification issued by the National Recreation and Park Association, or ability to obtain Certificate within 12 months.~~

JOB SPECIFICATION
LEAD STREET MAINTENANCE WORKER (PAGE 4)

R: 13109/202408/2013

Approved:



Date:

3/29/24

SAFETY INSPECTOR III

DEFINITION

Safety Inspector I: Under the supervision of the Fire Marshal or the Chief's authorized representatives, to inspect fire protection systems, new construction sites, industrial and commercial occupancies and institutional and public assemblage occupancies to insure a practical level of fire protection and compliance with applicable state and local regulations and nationally recognized fire protection standards; and perform related duties as may be required.

Safety Inspector II: Under the supervision of the Fire Marshal or the Chief's authorized ~~subordinates~~ representatives, to inspect fire protection systems, new construction sites, industrial and commercial occupancies and institutional and public assemblage occupancies to insure a practical level of fire protection and compliance with applicable state and local regulations and nationally recognized fire protection standards; and perform related duties as may be required. The class is required to have operating knowledge of the principals and practices of fire prevention and greater overall experience.

Safety Inspector I is the entry-level class and Safety Inspector II is the journey level class in the series. Under the flexible staffing concept, Safety Inspector II positions that may become vacant may reasonably be filled at the Safety Inspector I position for training purposes or when filled from the outside, require specific experience, as stated in the minimum qualifications. Appointment to the Safety Inspector II class requires the employee to be performing substantially the full range of inspector duties and to meet the qualification standards for the class. The class requires the ability to work independently exercising good judgment and initiative.

EXAMPLES OF DUTIES

Performs fire safety inspections of schools, rest homes, residences, hospitals, churches, industrial and commercial buildings, sprinkler systems and hazardous materials and processes; issues written notices requiring the elimination of fire hazards; inspects posts and issues weed abatement notices; assists in the investigation of fires to determine origin and cause; testifies in court; photographs fire scenes; investigates and requires correction of violations of state and local codes and ordinances pertaining to fire prevention; develops and conducts fire prevention education programs; keeps records of buildings inspected and

JOB SPECIFICATION
SAFETY INSPECTOR I/II (PAGE 2)

action taken; may check building plans; provides technical information to the public concerning fire prevention; assists fire company personnel in code interpretation, training and fire inspections; gives emergency medical treatment when required; performs related duties as required.

MINIMUM QUALIFICATIONS

Ability to: Communicate effectively both orally and in writing; work with minimal direction; meet deadlines; gain the understanding and cooperation of the public; instruct methods and procedures used in a modern fire prevention bureau; work effectively with others; tolerate uncertainty and work in unstructured settings; handle a variety of assignments simultaneously; learn and recall fire safety regulations and legal procedures; interact positively and cooperate with co-workers, respond politely to customers, work as a team member, function under demanding time pressure, respond in a positive manner to supervision, and attend work and perform duties on a regular and consistent basis.

Experience:

Safety Inspector I: Six months of experience as a full-time employee or intern, or any combination thereof, in fire or building inspection, plan checking, fire suppression or closely related field.

Safety Inspector II: Two years of experience in at least one of the following: building code enforcement, safety code enforcement, Federal, State and local codes, ordinances, and law enforcement; or related code enforcement activities or two years as a firefighter.

Education:

Safety Inspector I: Graduation from high school or equivalent and the successful completion of State of California Board of Fire Services' courses, Fire Prevention 1A and 1B or Fire Inspector IA and 1B.

Safety Inspector II: Graduation from high school or equivalent and an A.A. Degree or 60 college semester units; possession of valid CPR/BLS (Cardio-Pulmonary Resuscitation/Basic Life Support) for the Professional Certificate or the temporary ability to obtain within six (6) months due to the COVID-19 pandemic; possession of a valid State of California Board of Fire Services Fire Officer Certificate or Satisfactory completion of any two (2) of the following six (6) State of California Board of Fire Services courses:

JOB SPECIFICATION
SAFETY INSPECTOR I/II (PAGE 2)

- Fire Prevention IA, IB, or IC OR Fire Inspector IA, 1B, IC or ID
- Fire Investigation IA, IB or IC
- or
- Penal Code 832

License: Possession of valid Class C California Driver's License.

R: ~~9/21/23~~23/24

Approved by: _____



Date: _____ 3/29/24 _____



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Amend Traffic Regulations to: (1) Relocate the existing northbound SamTrans bus stop in front of 805 Skyline Drive approximately 220-ft. south of the existing bus stop (TSR 24/17); (2) Extend the existing passenger loading and unloading (white) zone an additional 25-ft south on Miriam Street in front of Woodrow Wilson Elementary School (TSR 24/24); and (3) Install 10-ft red zone along the south side of Orange Street, west of the driveway to Thomas R. Pollicita Middle School's gym parking lot (TSR 24/35).

Recommended Action

Recommend the City Council amend the City's traffic regulations as follows:

1. Relocate the existing northbound SamTrans bus stop in front of 805 Skyline Drive approximately 220-ft. south of the existing bus stop (TSR 24/17).
2. Extend the existing white zone an additional 25-ft. south on Miriam Street in front of Woodrow Wilson Elementary School (TSR 24/24).
3. Install 10-ft red zone along the south side of Orange Street, west of the driveway to Thomas R. Pollicita Middle School's gym parking lot. (TSR 24/35).

Background

On December 14, 2023, January 11, 2024, February 8, 2024 and March 14, 2024, the City's Traffic Safety Committee met and reviewed various requests for traffic improvements, signage and pavement markings, and recommended that the City Manager proceed with amending the aforementioned traffic regulations.

Discussion

The amendment to the traffic regulations are recommended for the following reasons:

1. SamTrans staff requested to relocate the existing bus stop in front of 805 Skyline Drive south to a curb space fronting the reservoir at 815 Skyline Drive because the existing bus stop does not meet Americans with Disabilities Act (ADA) standards. The new bus stop location provides a more level landing for passengers to board the bus from and would not conflict with access to the reservoir.
2. The principal at Woodrow Wilson requested additional white zone along Miriam Street to help facilitate pick-up and drop-offs near the school entrance. The additional 25-ft. will extend the existing white zone towards the entrance to the school office door.

3. The red zone along the south side of Orange Street, west of the driveway to the school gym is needed to increase visibility for vehicles exiting the parking lot.

Fiscal Impact

Funding is available for the proposed signs and/or markings in the Street Maintenance operating budget 17-314-330 for the current Fiscal Year 2023-2024.

Summary/Conclusion

Recommend the City Council amend the aforementioned traffic regulations.

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

Respectfully submitted,

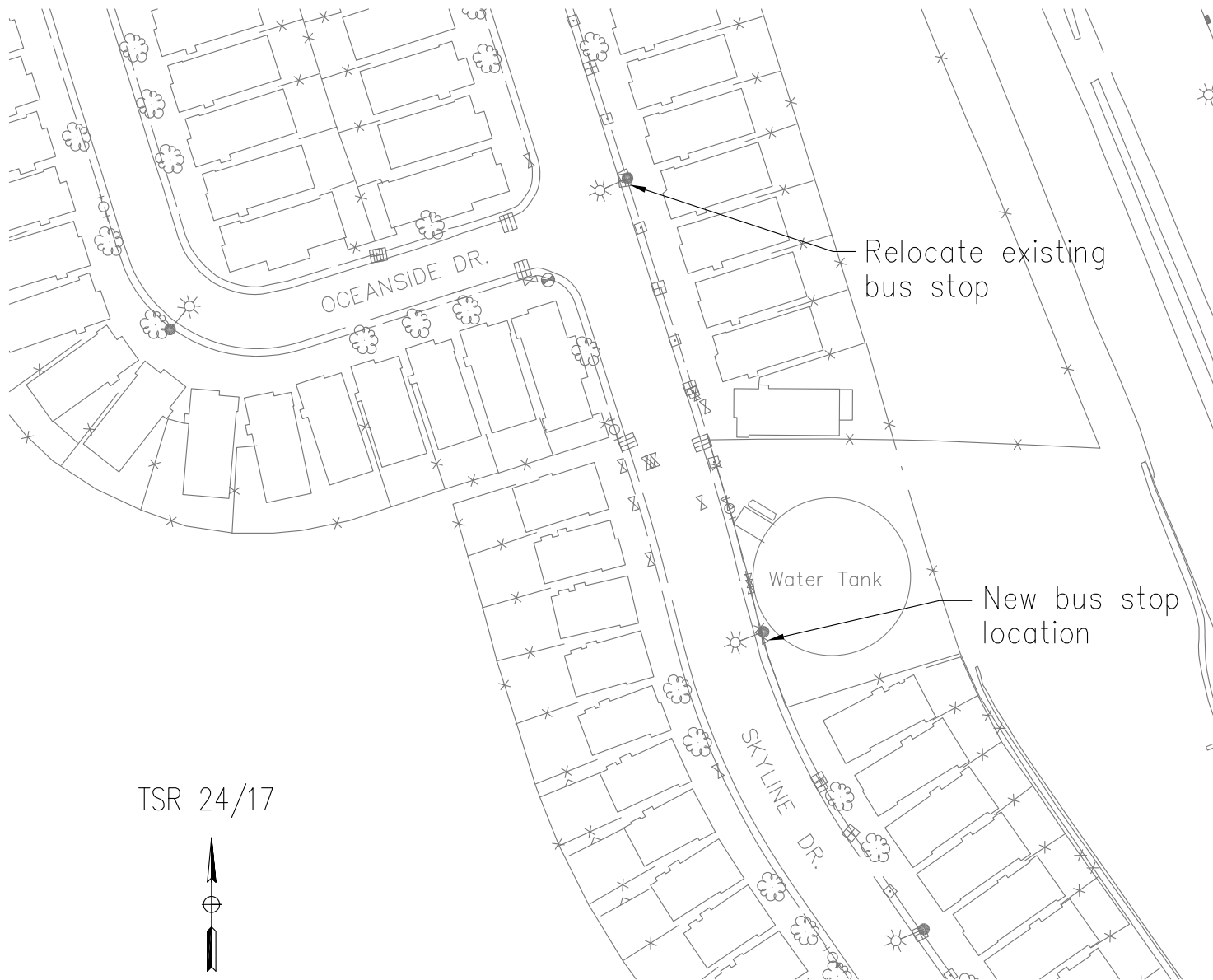


Shirley Chan
Traffic Engineer



Richard Chiu, Jr.,
Director of Public Works

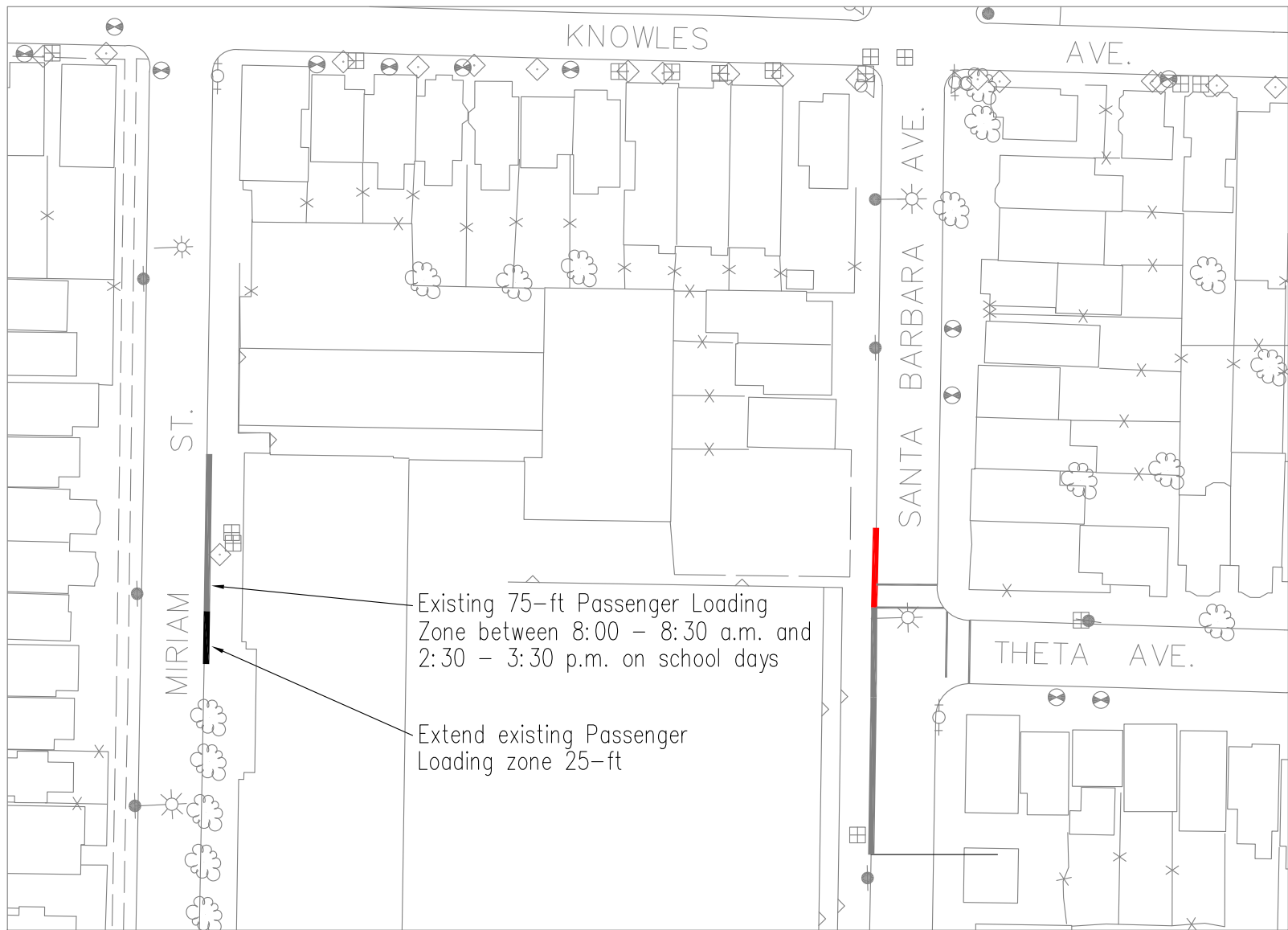
Attachments: Traffic Improvements Location Maps



THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
815 Skyline Drive

DRAWN	SCY	DATE	04/24	APPROVED		CITY ENGINEER
CHECKED	RC	SCALE	NTS			
DESIGNED	SCY	SURVEY NO.		SHEET NO.	1 OF 1	TSR 24-17 DRAWING NUMBER



TSR 24-24

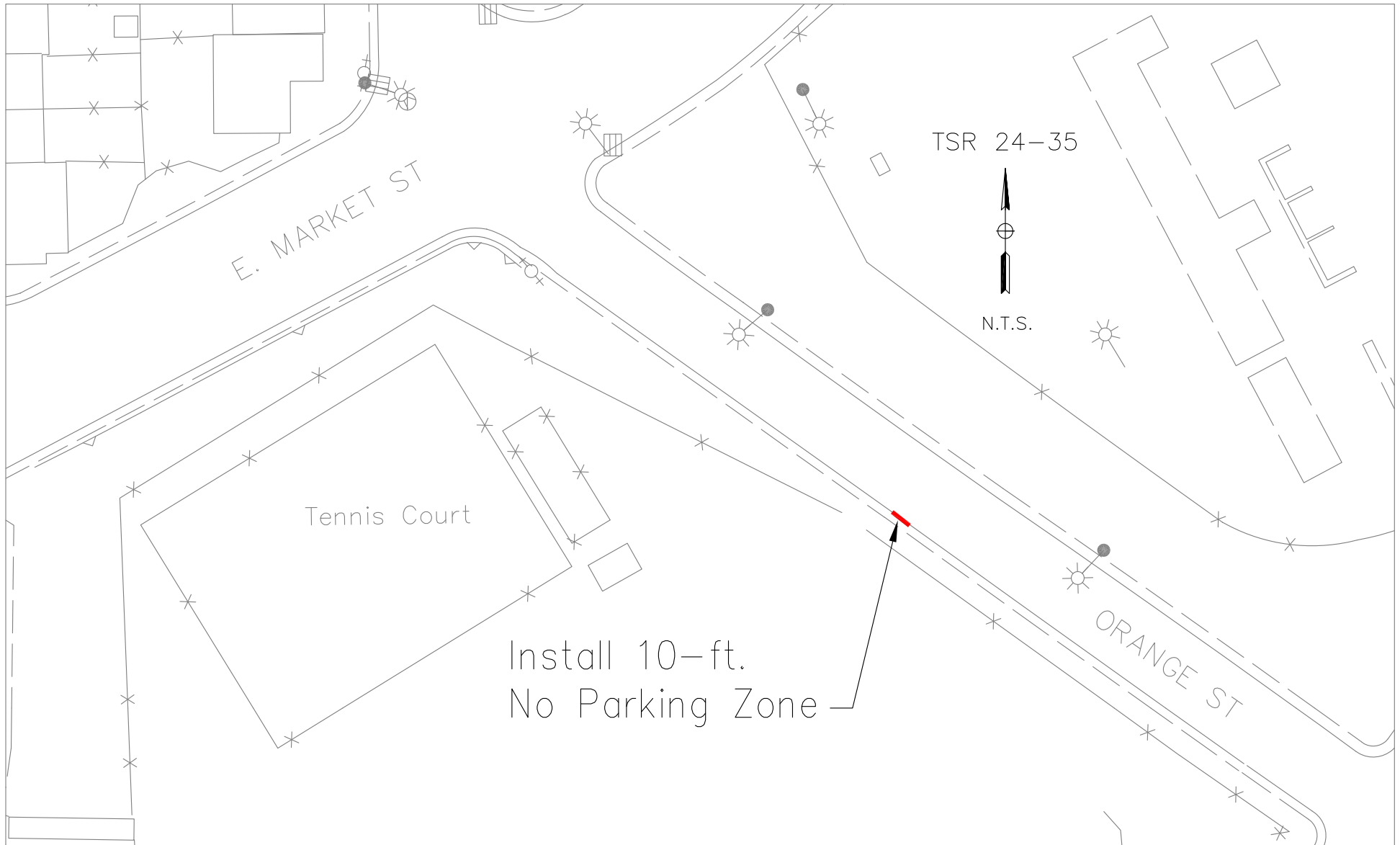


N.T.S.

THE CITY OF DALY CITY
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

TRAFFIC IMPROVEMENTS
43 Miriam Street
Woodrow Wilson Elementary School

DRAWN SCY	DATE 04/24	APPROVED	CITY ENGINEER
CHECKED RC	SCALE NTS	SHEET NO. 1 OF 1	TSR 24/24
DESIGNED SCY	SURVEY NO.	DRAWING NUMBER	REV.



THE CITY OF DALY CITY CALIFORNIA DEPARTMENT OF PUBLIC WORKS			
TRAFFIC IMPROVEMENTS Orange Street			
DRAWN SC CHECKED RC DESIGNED SC	DATE 24/35 SCALE NTS SURVEY NO.	APPROVED _____ CITY ENGINEER SHEET NO. <u>1</u> OF <u>1</u> DRAWING NUMBER	
		TSR 24/35	REV.



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Setting Time and Place of Public Hearing Regarding Linda Vista Area of Benefit Fiscal Year 2024-2025

Recommended Action

Set May 13, 2024 as the date for public hearing to establish the services and assessments for Linda Vista Area of Benefit for Fiscal Year 2024-2025.

Background

The City Council established the Linda Vista Area of Benefit on February 12, 1990, to provide for the maintenance of storm water detention basins and other storm facilities within the Linda Vista and Bay Ridge Subdivisions and the downstream Outfall Channel, through annual Benefit Assessments. It is necessary to re-establish each year the assessment rate for the coming fiscal year.

Discussion

Per the Government code that empowers the City Clerk to proceed, I have set the Public Hearing for the Linda Vista Assessment District for the Regular City Council Meeting of May 13, 2024, at 7:00 P.M.

All agencies, districts and parties interested will be notified by mail. The Notice of Hearing will also be posted in the Linda Vista Area of Benefit area as well as in City Hall and the public libraries.

Summary/Conclusion

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

Respectfully submitted,

K. Annette Hipona

K. Annette Hipona
City Clerk

CITY OF DALY CITY
CHECK REGISTERS
FOR THE MONTH OF FEBRUARY 2024

02/09/2024

CHECKS ISSUED	-	#411677 TO #411685
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

02/14/2024

CHASE CREDIT CARD	-	N/A – Electronic Payment
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02/15/2024

CHECKS ISSUED	-	#411686 TO #412047
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

02/29/2024

CHECKS ISSUED	-	#412048 TO #412322
CANCELED CHECK	-	NONE
VOID CHECK	-	NONE

AUDITED



FINANCE DIRECTOR

APPROVED

CITY MANAGER

APPROVED

MAYOR

APPROVED

VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY
FISCAL YEAR 2023-2024

	MONTH	TOTAL
2023	July	\$ 11,989,463.45
	August	8,064,160.79
	September	8,184,063.05
	October	7,969,955.58
	November	12,150,794.25
	December	7,502,338.17
2024	January	10,922,581.88
	February	8,089,431.81
	March	
	April	
	May	
	June	
	TOTAL	\$ 74,872,788.98

FEBRUARY 2024 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 3,980,734.46	\$ 27,960,137.90	37.3%
Gas Tax Fund	182,451.65	8,436,467.69	11.3%
Utility/Enterprise Funds	3,926,245.70	38,476,183.39	51.4%
Total:	\$ 8,089,431.81	\$ 74,872,788.98	100.0%

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
AP CHK 00411677	36927	CALCON SYSTEMS INC	02/09/24	20,387.13	MW	IS	
AP CHK 00411678	58002	CSC OPERATING COMPANY LLC	02/09/24	4,937.31	MW	IS	
AP CHK 00411679	G1DEFIESTA	EMPLOYMENT DEVELOPMENT DEPA	02/09/24	1,112.23	MW	IS	
AP CHK 00411680	29200	LEGAL SHIELD	02/09/24	371.90	MW	IS	
AP CHK 00411681	23949	METRO MOBILE COMMUNICATIONS	02/09/24	5,297.85	MW	IS	
AP CHK 00411682	49974	NGLIC	02/09/24	2,026.11	MW	IS	
AP CHK 00411683	58047R	OBLANCA, KIMBERLY	02/09/24	400.00	MW	IS	
AP CHK 00411684	19678	PERS LONG TERM CARE PROGRAM	02/09/24	175.55	MW	IS	
AP CHK 00411685	G1MARTINEZ	SAN MATEO COUNTY SHERIFF	02/09/24	112.50	MW	IS	

G R A N D T O T A L S:

Total Void Machine Written	0.00	Number of Checks Processed:	0
Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	34,820.58	Number of Checks Processed:	9
Total Hand Written	0.00	Number of Checks Processed:	0
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 34,820.58

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
CB CHK 00021424	49024	JP MORGAN CHASE BANK N	02/14/24	51,689.19	HW	IS	Hand Written

G R A N D T O T A L S:

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Total Void Hand Written	0.00	Number of Checks Processed:	0
Total Machine Written	0.00	Number of Checks Processed:	0
Total Hand Written	51,689.19	Number of Checks Processed:	1
Total Reversals	0.00	Number of Checks Processed:	0
Total Cancelled	0.00	Number of Checks Processed:	0
Total EFTs	0.00	Number of EFTs Processed:	0
Total EPAYs	0.00	Number of EPAYs Processed:	0

G R A N D T O T A L 51,689.19

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00411686	47004	4LEAF INC	02/15/24	7,510.72	MW	IS	
AP CHK 00411687	35125	A BLACK TIE AFFAIR INC	02/15/24	608.41	MW	IS	
AP CHK 00411688	58197R	A&S ENGINEERING	02/15/24	844.00	MW	IS	
AP CHK 00411689	56621	ACC BUSINESS	02/15/24	4,268.47	MW	IS	
AP CHK 00411690	53561	ACTION TOWING	02/15/24	701.38	MW	IS	
AP CHK 00411691	5034	ADAMSON POLICE PRODUCTS	02/15/24	4,551.69	MW	IS	
AP CHK 00411692	56623	ADVANCED INTEGRATED PEST MA	02/15/24	1,060.00	MW	IS	
AP CHK 00411693	13854	AECO SYSTEMS INC	02/15/24	370.00	MW	IS	
AP CHK 00411694	29880	AIRGAS USA LLC	02/15/24	5,948.01	MW	IS	
AP CHK 00411695	1465	ALBERTSONS SAFEWAY	02/15/24	662.52	MW	IS	
AP CHK 00411696	6301R	ALCALDE, MARIA	02/15/24	720.00	MW	IS	
AP CHK 00411697	14004	ALERT PEST CONTROL COMPANY	02/15/24	3,942.00	MW	IS	
AP CHK 00411698	49642	ALL CITY MANAGEMENT SERVICE	02/15/24	10,756.38	MW	IS	
AP CHK 00411699	37095	ALL INDUSTRIAL ELECTRIC SUP	02/15/24	167.08	MW	IS	
AP CHK 00411700	37116	ALPHA ANALYTICAL LABORATORI	02/15/24	10,021.00	MW	IS	
AP CHK 00411701	3197	ALPINE AWARDS INC	02/15/24	277.35	MW	IS	
AP CHK 00411702	39355	ALTA LANGUAGE SERVICES INC	02/15/24	244.00	MW	IS	
AP CHK 00411703	56231	AMAZON CAPITAL SERVICES INC	02/15/24	12,640.54	MW	IS	
AP CHK 00411704	2083	AMERICA COPY & PRINTING CO	02/15/24	44.83	MW	IS	
AP CHK 00411705	45439JPA	AMERICAN MEDICAL RESPONSE	02/15/24	500.00	MW	IS	
AP CHK 00411706	38846	AMERICAN MESSAGING	02/15/24	30.34	MW	IS	
AP CHK 00411707	42310	AMERINAT	02/15/24	338.70	MW	IS	
AP CHK 00411708	6314	ARNOTT, SANDIE	02/15/24	139,210.30	MW	IS	
AP CHK 00411709	1101	AT&T	02/15/24	244.86	MW	IS	
AP CHK 00411710	32577	AT&T	02/15/24	1,046.42	MW	IS	
AP CHK 00411711	32577	AT&T	02/15/24	537.75	MW	IS	
AP CHK 00411712	45195	AT&T	02/15/24	550.00	MW	IS	
AP CHK 00411713	45508JPA	AT&T	02/15/24	13,773.87	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00411714	6413	AT&T MOBILITY	02/15/24	857.95	MW	IS	
AP CHK 00411715	6413	AT&T MOBILITY	02/15/24	1,400.12	MW	IS	
AP CHK 00411716	6413	AT&T MOBILITY	02/15/24	113.16	MW	IS	
AP CHK 00411717	29643	AUTO COLLISION CENTER	02/15/24	14,101.35	MW	IS	
AP CHK 00411718	58199R	AUTO COLLISION CENTER	02/15/24	25.00	MW	IS	
AP CHK 00411719	53625	AVENU	02/15/24	2,110.48	MW	IS	
AP CHK 00411720	53260	AXON ENTERPRISE INC	02/15/24	699.00	MW	IS	
AP CHK 00411721	53260	AXON ENTERPRISE INC	02/15/24	699.00	MW	IS	
AP CHK 00411722	1232	BAKER & TAYLOR COMPANY INC	02/15/24	1,064.20	MW	IS	
AP CHK 00411723	1232	BAKER & TAYLOR COMPANY INC	02/15/24	261.18	MW	IS	
AP CHK 00411724	1232	BAKER & TAYLOR COMPANY INC	02/15/24	1,029.99	MW	IS	
AP CHK 00411725	1232	BAKER & TAYLOR COMPANY INC	02/15/24	12,134.80	MW	IS	
AP CHK 00411726	1232	BAKER & TAYLOR COMPANY INC	02/15/24	57.24	MW	IS	
AP CHK 00411727	58176R	BARONI, CHARLES	02/15/24	960.00	MW	IS	
AP CHK 00411728	56708	BAY AREA RESTAURANT SERVICE	02/15/24	600.00	MW	IS	
AP CHK 00411729	1562	BAY AREA WATER SUPPLY & CON	02/15/24	6,865.75	MW	IS	
AP CHK 00411730	8796	BAY CITY BOILER	02/15/24	10,651.88	MW	IS	
AP CHK 00411731	54911	BAYSIDE COLLISION CENTER	02/15/24	3,300.00	MW	IS	
AP CHK 00411732	3902	BENNETT, DENNIS	02/15/24	720.00	MW	IS	
AP CHK 00411733	57905R	BERNALDEZ, FELICIDAD	02/15/24	720.00	MW	IS	
AP CHK 00411734	58188R	BEVILACQUA & SONS INC	02/15/24	419.00	MW	IS	
AP CHK 00411735	58183R	BHUTIA, CHEMPEN	02/15/24	119.00	MW	IS	
AP CHK 00411736	19200	BIRITE FOODSERVICE DISTRIBU	02/15/24	8,907.49	MW	IS	
AP CHK 00411737	20204	BKF ENGINEERS	02/15/24	46,286.88	MW	IS	
AP CHK 00411738	2343	BOFFI, DAVID	02/15/24	720.00	MW	IS	
AP CHK 00411739	57900	BOOT BARN HOLDINGS	02/15/24	623.39	MW	IS	
AP CHK 00411740	56901R	BRAY, DENNIS	02/15/24	720.00	MW	IS	
AP CHK 00411741	58177R	BRIONES, RICHENDA	02/15/24	360.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00411742	3349	BROADMOOR LANDSCAPE SUPPLY	02/15/24	559.22	MW	IS	
AP CHK 00411743	3064	BROWN & CALDWELL INC	02/15/24	2,551.64	MW	IS	
AP CHK 00411744	57349	BUDGET BLINDS OF DALY CITY	02/15/24	5,728.59	MW	IS	
AP CHK 00411745	48259	BWNVT MOTORS INC	02/15/24	6,636.45	MW	IS	
AP CHK 00411746	58110	C3 AI INC	02/15/24	1,250,000.00	MW	IS	
AP CHK 00411747	33645R	CAL STATE ROOFING COMPANY I	02/15/24	627.00	MW	IS	
AP CHK 00411748	36927	CALCON SYSTEMS INC	02/15/24	38,470.55	MW	IS	
AP CHK 00411749	15093	CALIFORNIA BUILDING OFFICIA	02/15/24	325.00	MW	IS	
AP CHK 00411750	23173	CALIFORNIA DIESEL AND POWER	02/15/24	1,959.16	MW	IS	
AP CHK 00411751	1196	CALIFORNIA WATER SERVICE CO	02/15/24	313.77	MW	IS	
AP CHK 00411752	17888	CARL WARREN & COMPANY INC	02/15/24	1,517.50	MW	IS	
AP CHK 00411753	1569	CASTELLO, BARBARA F	02/15/24	720.00	MW	IS	
AP CHK 00411754	28636	CDW GOVERNMENT INC	02/15/24	2,582.21	MW	IS	
AP CHK 00411755	28636	CDW GOVERNMENT INC	02/15/24	225,031.60	MW	IS	
AP CHK 00411756	48009	CENGAGE LEARNING INC / GALE	02/15/24	168.78	MW	IS	
AP CHK 00411757	24769	CENTER POINT LARGE PRINT	02/15/24	47.25	MW	IS	
AP CHK 00411758	54918R	CFY CONSTRUCTION INC	02/15/24	209.00	MW	IS	
AP CHK 00411759	1882	CH BULL COMPANY	02/15/24	649.16	MW	IS	
AP CHK 00411760	48352R	CHAN, ARNOLD	02/15/24	198.00	MW	IS	
AP CHK 00411761	57772R	CHAN, SARAH	02/15/24	100.00	MW	IS	
AP CHK 00411762	58181R	CHEN, NIANBI	02/15/24	1,310.63	MW	IS	
AP CHK 00411763	20101	CHRISMAN, DALE	02/15/24	720.00	MW	IS	
AP CHK 00411764	51204	CINTAS CORPORATION	02/15/24	800.57	MW	IS	
AP CHK 00411765	3678	CINTAS CORPORATION #464	02/15/24	3,373.03	MW	IS	
AP CHK 00411766	35395	CITY AUTO SUPPLY	02/15/24	2,138.69	MW	IS	
AP CHK 00411767	55905	CITY CONSULTANTS & RESEARCH	02/15/24	200.00	MW	IS	
AP CHK 00411768	25602	CITY OF DALY CITY	02/15/24	3,605.07	MW	IS	
AP CHK 00411769	6034JPA	CITY OF PACIFICA	02/15/24	1,650.00	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP CHK 00411770	54186	CIVICPLUS INC	02/15/24	31,025.46	MW	IS	
AP CHK 00411771	56237	CLAREMONT BEHAVIORAL SERVIC	02/15/24	1,384.50	MW	IS	
AP CHK 00411772	19765	CLARIDAD DELLAWAY, JOVITA	02/15/24	720.00	MW	IS	
AP CHK 00411773	47244	COMCAST	02/15/24	89.81	MW	IS	
AP CHK 00411774	48517	COMCAST	02/15/24	174.73	MW	IS	
AP CHK 00411775	48645	COMCAST	02/15/24	99.00	MW	IS	
AP CHK 00411776	51804	COMCAST	02/15/24	421.98	MW	IS	
AP CHK 00411777	56468	COMCAST	02/15/24	211.20	MW	IS	
AP CHK 00411778	57411	COMCAST	02/15/24	170.60	MW	IS	
AP CHK 00411779	58194	COMCAST	02/15/24	346.15	MW	IS	
AP CHK 00411780	36266	COMMUNITY OVERCOMING RELATI	02/15/24	16,283.00	MW	IS	
AP CHK 00411781	12578	COMPLETE LINEN SERVICES INC	02/15/24	280.72	MW	IS	
AP CHK 00411782	56253	CORE & MAIN LP	02/15/24	13,578.98	MW	IS	
AP CHK 00411783	30109	CORELOGIC SOLUTIONS LLC	02/15/24	199.31	MW	IS	
AP CHK 00411784	57217R	COSGROVE, JOSHUA	02/15/24	611.21	MW	IS	
AP CHK 00411785	27948	COTTON SHIRES AND ASSOCIATE	02/15/24	17,277.25	MW	IS	
AP CHK 00411786	14930	COUNTY OF SAN MATEO	02/15/24	246.76	MW	IS	
AP CHK 00411787	30377	COUNTY OF SAN MATEO	02/15/24	20.00	MW	IS	
AP CHK 00411788	43157JPA	COUNTY OF SAN MATEO	02/15/24	246.25	MW	IS	
AP CHK 00411789	40315	CRESCO EQUIPMENT RENTALS &	02/15/24	497.58	MW	IS	
AP CHK 00411790	42324	CRIME SCENE CLEANERS INC	02/15/24	260.00	MW	IS	
AP CHK 00411791	56617R	CRUZ, AURA JOMELIE	02/15/24	721.54	MW	IS	
AP CHK 00411792	48323	CRYSTAL CREAMERY	02/15/24	546.15	MW	IS	
AP CHK 00411793	28906	CSG CONSULTANTS INC	02/15/24	7,204.75	MW	IS	
AP CHK 00411794	50052R	CURRAN, JOSEPH	02/15/24	720.00	MW	IS	
AP CHK 00411795	1042	D C LOCK & SECURITY SERVICE	02/15/24	1,035.00	MW	IS	
AP CHK 00411796	1836	DAILY JOURNAL CORPORATION	02/15/24	78.00	MW	IS	
AP CHK 00411797	1414	DALY CITY CENTRAL CASHIER	02/15/24	1,416.94	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00411798	55663	DALY CITY FIREFIGHTERS ASSO	02/15/24	1,560.00	MW	IS	
AP CHK 00411799	36807	DALY CITY TEST ONLY	02/15/24	280.00	MW	IS	
AP CHK 00411800	1793	DALY CITY TOOL MART	02/15/24	706.50	MW	IS	
AP CHK 00411801	7817	DANS DRILLING & FENCING INC	02/15/24	11,724.00	MW	IS	
AP CHK 00411802	51806	DAVID J POWERS & ASSOCIATES	02/15/24	5,413.04	MW	IS	
AP CHK 00411803	48981	DC FROST ASSOCIATES INC	02/15/24	7,204.56	MW	IS	
AP CHK 00411804	43092R	DELA TORRE, VICENTE	02/15/24	720.00	MW	IS	
AP CHK 00411805	20552	DEWEY PEST CONTROL INC	02/15/24	3,258.00	MW	IS	
AP CHK 00411806	22736	DEWEY, DAVID	02/15/24	750.00	MW	IS	
AP CHK 00411807	54257R	DING, HAI	02/15/24	2,581.15	MW	IS	
AP CHK 00411808	26138R	DISCOUNT PLUMBING & HEATING	02/15/24	12,000.00	MW	IS	
AP CHK 00411809	52466R	DOLAN, PATRICK	02/15/24	451.98	MW	IS	
AP CHK 00411810	49596R	DOUGLAS, KAREN	02/15/24	140.50	MW	IS	
AP CHK 00411811	30629LAW	DOWNEY BRAND ATTORNEYS LLP	02/15/24	2,694.50	MW	IS	
AP CHK 00411812	4012	DREXLER, MARILYN	02/15/24	720.00	MW	IS	
AP CHK 00411813	58198R	DULATRE, JOSEPH & REGINA	02/15/24	419.00	MW	IS	
AP CHK 00411814	40801R	DUMANDAN, WILGRACE	02/15/24	721.54	MW	IS	
AP CHK 00411815	1061	DUNN EDWARDS CORPORATION	02/15/24	99.95	MW	IS	
AP CHK 00411816	57870	DUNNIGAN PSYCHOLOGICAL & TH	02/15/24	975.00	MW	IS	
AP CHK 00411817	48177	EAST BAY TIRE CO	02/15/24	2,943.07	MW	IS	
AP CHK 00411818	53583	ECOHERO SHOW LLC, THE	02/15/24	900.00	MW	IS	
AP CHK 00411819	56187	ELLIS INVESTIGATIONS LAW CO	02/15/24	11,085.14	MW	IS	
AP CHK 00411820	56297	EME ENTERPRISE INC	02/15/24	574.99	MW	IS	
AP CHK 00411821	4339	EMPLOYMENT DEVELOPMENT DEPA	02/15/24	1,574.00	MW	IS	
AP CHK 00411822	56287	EPLUS TECHNOLOGY INC	02/15/24	17.77	MW	IS	
AP CHK 00411823	56435	ESO SOLUTIONS INC	02/15/24	667.58	MW	IS	
AP CHK 00411824	23816	ESRI INC	02/15/24	80,000.00	MW	IS	
AP CHK 00411825	7839R	EXCELSIOR ROOFING COMPANY I	02/15/24	209.00	MW	IS	

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AP CHK 00411826	57752R	FANLOLI FASHION	02/15/24	419.00	MW	IS	
AP CHK 00411827	36077	FASTENAL COMPANY	02/15/24	717.96	MW	IS	
AP CHK 00411828	17884	FEDEX	02/15/24	26.82	MW	IS	
AP CHK 00411829	50085R	FELISE, AUKUSITINO	02/15/24	400.00	MW	IS	
AP CHK 00411830	21600	FLORES, EMUELDA	02/15/24	720.00	MW	IS	
AP CHK 00411831	11813	FOLGER GRAPHICS	02/15/24	101.27	MW	IS	
AP CHK 00411832	47323	FORD STORE SAN LEANDRO, THE	02/15/24	595.71	MW	IS	
AP CHK 00411833	56170	GAVIN'S PAINTING	02/15/24	5,579.25	MW	IS	
AP CHK 00411834	48247	GCS ENVIRONMENTAL EQUIPMENT	02/15/24	7,039.89	MW	IS	
AP CHK 00411835	58173	GO MANAGEMENT	02/15/24	3,860.00	MW	IS	
AP CHK 00411836	4581	GOLDEN BAY CONSTRUCTION INC	02/15/24	69,120.00	MW	IS	
AP CHK 00411837	1754	GRAINGER INC	02/15/24	15,869.16	MW	IS	
AP CHK 00411838	36985	GRAND INDUSTRIES INC	02/15/24	5,950.00	MW	IS	
AP CHK 00411839	1571	GRANITEROCK	02/15/24	3,155.15	MW	IS	
AP CHK 00411840	30894	GRM	02/15/24	501.38	MW	IS	
AP CHK 00411841	6313	GUALCO, FREDERICK	02/15/24	720.00	MW	IS	
AP CHK 00411842	2223	HACH COMPANY	02/15/24	814.66	MW	IS	
AP CHK 00411843	57302	HALEY AND ALDRICH INC	02/15/24	3,741.25	MW	IS	
AP CHK 00411844	27846R	HAMILTON, JASON	02/15/24	5,416.36	MW	IS	
AP CHK 00411845	57852	HAMMEL GREEN AND ABRAHAMSON	02/15/24	55,487.86	MW	IS	
AP CHK 00411846	56909R	HARALAMBIDIS, MICHAEL	02/15/24	720.00	MW	IS	
AP CHK 00411847	58142	HASA INC	02/15/24	58,724.57	MW	IS	
AP CHK 00411848	55667	HAZEN AND SAWYER	02/15/24	8,205.00	MW	IS	
AP CHK 00411849	57688	HDL SOFTWARE LLC	02/15/24	1,562.96	MW	IS	
AP CHK 00411850	23318	HERC RENTALS INC	02/15/24	3,398.28	MW	IS	
AP CHK 00411851	16569	HERSTAD, ROSANNE	02/15/24	720.00	MW	IS	
AP CHK 00411852	17021	HF&H CONSULTANTS LLC	02/15/24	5,831.25	MW	IS	
AP CHK 00411853	9049	HI TECH EVS INC	02/15/24	3,576.44	MW	IS	

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AP CHK 00411854	32874R	HIGHLAND CONSTRUCTION CO	02/15/24	209.00	MW	IS	
AP CHK 00411855	49700	HILL BROTHERS CHEMICAL CO	02/15/24	3,775.73	MW	IS	
AP CHK 00411856	56839R	HINOJOSA ROOFING INC	02/15/24	209.00	MW	IS	
AP CHK 00411857	15857	HOME DEPOT CREDIT SERVICES	02/15/24	11,333.25	MW	IS	
AP CHK 00411858	54590	HOME DEPOT PRO, THE	02/15/24	1,447.86	MW	IS	
AP CHK 00411859	56109	HONEY BUCKET	02/15/24	223.65	MW	IS	
AP CHK 00411860	57974	HSQ TECH INC	02/15/24	2,150.00	MW	IS	
AP CHK 00411861	41818	HUNTINGTON COURT REPORTERS	02/15/24	267.66	MW	IS	
AP CHK 00411862	48933	INFOSEND INC	02/15/24	7,691.31	MW	IS	
AP CHK 00411863	14932	INTERSTATE BATTERY SYSTEM O	02/15/24	1,113.23	MW	IS	
AP CHK 00411864	5560	INTERSTATE GRADING & PAVING	02/15/24	108,485.25	MW	IS	
AP CHK 00411865	56564	INVOICE CLOUD INC	02/15/24	100.00	MW	IS	
AP CHK 00411866	38914	J P COOKE COMPANY	02/15/24	118.46	MW	IS	
AP CHK 00411867	27808	JAMES FORD INC	02/15/24	383.75	MW	IS	
AP CHK 00411868	14450	JEFFERSON ELEMENTARY SCHOOL	02/15/24	1,287.00	MW	IS	
AP CHK 00411869	25311	JOHNSON CONTROLS SECURITY S	02/15/24	548.64	MW	IS	
AP CHK 00411870	31487R	JONCICH, MICHAEL	02/15/24	720.00	MW	IS	
AP CHK 00411871	7901	K 119 OF CALIFORNIA INC	02/15/24	66.36	MW	IS	
AP CHK 00411872	21383R	KALAVERAS, MARJORIE	02/15/24	769.50	MW	IS	
AP CHK 00411873	56294	KELLY SPICERS FACILITIES SO	02/15/24	306.68	MW	IS	
AP CHK 00411874	10340	KESSLER, ERWIN	02/15/24	720.00	MW	IS	
AP CHK 00411875	56070	KIRBY POLYGRAPH & INVESTIGA	02/15/24	1,750.00	MW	IS	
AP CHK 00411876	58185R	KWONG, STEPHEN	02/15/24	659.00	MW	IS	
AP CHK 00411877	58200R	L & T CABINET & GRANITE INC	02/15/24	25.00	MW	IS	
AP CHK 00411878	1108	L N CURTIS AND SONS	02/15/24	3,115.59	MW	IS	
AP CHK 00411879	13776	LANGUAGE LINE SERVICES	02/15/24	2,904.60	MW	IS	
AP CHK 00411880	7147	LAX JR, HARRY	02/15/24	720.00	MW	IS	
AP CHK 00411881	1486	LEAGUE OF CALIFORNIA CITIES	02/15/24	500.00	MW	IS	

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AP CHK 00411882	33497	LEGACY MECHANICAL & ENERGY	02/15/24	1,320.23	MW	IS	
AP CHK 00411883	45083	LEHR	02/15/24	18,050.50	MW	IS	
AP CHK 00411884	58196R	LEVY, TERRY A	02/15/24	160.00	MW	IS	
AP CHK 00411885	37094	LEXISNEXIS RISK DATA MANAGE	02/15/24	510.00	MW	IS	
AP CHK 00411886	12906LAW	LIEBERT CASSIDY WHITMORE	02/15/24	11,764.50	MW	IS	
AP CHK 00411887	58004JPALAW	LIEBERT CASSIDY WHITMORE	02/15/24	830.50	MW	IS	
AP CHK 00411888	14431	LINDE INC	02/15/24	10,084.68	MW	IS	
AP CHK 00411889	58190R	LIU, SHAN	02/15/24	2,891.43	MW	IS	
AP CHK 00411890	29332	LORAL LANDSCAPING	02/15/24	26,244.50	MW	IS	
AP CHK 00411891	49874	LOU'S GLOVES INC	02/15/24	495.00	MW	IS	
AP CHK 00411892	6620	MACKCRISS, DAVID	02/15/24	465.36	MW	IS	
AP CHK 00411893	10726R	MAGALONG, LEE	02/15/24	720.00	MW	IS	
AP CHK 00411894	57745R	MAI, ZHAO YING	02/15/24	4,998.48	MW	IS	
AP CHK 00411895	54358	MAVERICK NETWORKS INC	02/15/24	2,571.08	MW	IS	
AP CHK 00411896	58187R	MB CONTRACTING	02/15/24	2,909.00	MW	IS	
AP CHK 00411897	2667	MCCARTHY, DONALD	02/15/24	720.00	MW	IS	
AP CHK 00411898	58184R	MCCLENDON, CHERI	02/15/24	611.90	MW	IS	
AP CHK 00411899	19262	MCGOWAN, TOMMY	02/15/24	720.00	MW	IS	
AP CHK 00411900	23949	METRO MOBILE COMMUNICATIONS	02/15/24	1,800.00	MW	IS	
AP CHK 00411901	58164R	METSAYER, LEONEL	02/15/24	1,559.00	MW	IS	
AP CHK 00411902	48672	METTLER TOLEDO RAININ LLC	02/15/24	149.20	MW	IS	
AP CHK 00411903	50996	MICHAEL BAKER INTERNATIONAL	02/15/24	7,467.22	MW	IS	
AP CHK 00411904	22863	MIDWEST TAPE INC	02/15/24	583.69	MW	IS	
AP CHK 00411905	49436REN	MKD CEDAR HILL LLC	02/15/24	7,641.09	MW	IS	
AP CHK 00411906	56915R	MOORE, ERIC	02/15/24	750.00	MW	IS	
AP CHK 00411907	46655	MSC INDUSTRIAL SUPPLY CO	02/15/24	51.58	MW	IS	
AP CHK 00411908	15210	MUNICIPAL MAINTENANCE EQUIP	02/15/24	761.51	MW	IS	
AP CHK 00411909	2921	NAGY, ALBERT	02/15/24	720.00	MW	IS	

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AP CHK 00411910	56293	NATEC INTERNATIONAL INC	02/15/24	1,695.00	MW	IS	
AP CHK 00411911	58186R	NG, JEFFREY	02/15/24	868.00	MW	IS	
AP CHK 00411912	54242R	NG, KIM HONG	02/15/24	181.64	MW	IS	
AP CHK 00411913	52422	NICHOLS CONSULTING ENGINEER	02/15/24	543.75	MW	IS	
AP CHK 00411914	58193R	NORTH STAR PLUMBING & FIRE	02/15/24	844.00	MW	IS	
AP CHK 00411915	56820	ODP BUSINESS SOLUTIONS LLC	02/15/24	820.73	MW	IS	
AP CHK 00411916	56821	ODP BUSINESS SOLUTIONS LLC	02/15/24	504.43	MW	IS	
AP CHK 00411917	56822	ODP BUSINESS SOLUTIONS LLC	02/15/24	3,947.00	MW	IS	
AP CHK 00411918	VOID.CONTINU	Void - Continued Stub	02/15/24	0.00	VM	VD	Void
AP CHK 00411919	58180	ODP BUSINESS SOLUTIONS LLC	02/15/24	388.73	MW	IS	
AP CHK 00411920	56335	OPERATIONAL TECHNICAL SERVI	02/15/24	48,974.00	MW	IS	
AP CHK 00411921	3685	OTIS ELEVATOR COMPANY	02/15/24	825.00	MW	IS	
AP CHK 00411922	55555	OVERDRIVE INC	02/15/24	668.27	MW	IS	
AP CHK 00411923	54398	PACIFIC BEACH COALITION	02/15/24	4,000.00	MW	IS	
AP CHK 00411924	1216	PACIFIC GAS & ELECTRIC	02/15/24	182,716.33	MW	IS	
AP CHK 00411925	1080	PACIFIC NURSERIES	02/15/24	185.94	MW	IS	
AP CHK 00411926	29252	PACIFIC PRODUCE INC	02/15/24	1,729.50	MW	IS	
AP CHK 00411927	58015	PACIFIC VETERINARY EMERGENC	02/15/24	545.00	MW	IS	
AP CHK 00411928	40269R	PAK'S ROOFING INC	02/15/24	209.00	MW	IS	
AP CHK 00411929	56663	PARTS AUTHORITY LLC	02/15/24	10,313.91	MW	IS	
AP CHK 00411930	56968	PAYMENTUS CORPORATION	02/15/24	2,372.91	MW	IS	
AP CHK 00411931	6704	PAYNE, ROBERT	02/15/24	720.00	MW	IS	
AP CHK 00411932	3297	PENINSULA LIBRARY SYSTEM	02/15/24	849.56	MW	IS	
AP CHK 00411933	51799	PET FOOD EXPRESS	02/15/24	143.37	MW	IS	
AP CHK 00411934	47044	PETERSON TRUCKS INC	02/15/24	3,185.57	MW	IS	
AP CHK 00411935	5216	PEZZOLA, LOUIE	02/15/24	720.00	MW	IS	
AP CHK 00411936	32103	PLAYPOWER LT FARMINGTON INC	02/15/24	2,183.08	MW	IS	
AP CHK 00411937	36106	POLYDYNE INC	02/15/24	27,464.29	MW	IS	

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AP CHK 00411938	16551	POSTER COMPLIANCE CENTER	02/15/24	164.70	MW	IS	
AP CHK 00411939	53664	PROPRINT	02/15/24	2,536.65	MW	IS	
AP CHK 00411940	57861R	QUINLAN, JOHN	02/15/24	293.09	MW	IS	
AP CHK 00411941	27398	R & S ERECTION NORTH PENINS	02/15/24	1,896.32	MW	IS	
AP CHK 00411942	48668JPA	RAVNTECH CORPORATION	02/15/24	17,994.00	MW	IS	
AP CHK 00411943	2170	RAYMOND, RONALD	02/15/24	720.00	MW	IS	
AP CHK 00411944	58191	RDA CONSULTING	02/15/24	2,276.25	MW	IS	
AP CHK 00411945	50803	READYREFRESH	02/15/24	61.92	MW	IS	
AP CHK 00411946	58111	REGIONAL TRANING CENTER, TH	02/15/24	2,398.00	MW	IS	
AP CHK 00411947	53208R	RENEWAL BY ANDERSON	02/15/24	790.43	MW	IS	
AP CHK 00411948	58172	REPUBLIC SERVICES INC	02/15/24	6,614.28	MW	IS	
AP CHK 00411949	1200	REPUBLIC SERVICES OF NORTH	02/15/24	1,727,877.70	MW	IS	
AP CHK 00411950	52977R	RM REMODELING INC	02/15/24	509.00	MW	IS	
AP CHK 00411951	57922	ROADSAFE TRAFFIC SYSTEMS IN	02/15/24	1,882.38	MW	IS	
AP CHK 00411952	53532	ROBERT HALF	02/15/24	3,024.00	MW	IS	
AP CHK 00411953	11008R	RODRIGUEZ, JOSEFINA	02/15/24	720.00	MW	IS	
AP CHK 00411954	57800R	ROOFWORX INC	02/15/24	209.00	MW	IS	
AP CHK 00411955	25567R	ROYER, CYNTHIA	02/15/24	720.00	MW	IS	
AP CHK 00411956	22771	S & S WORLDWIDE INC	02/15/24	69.21	MW	IS	
AP CHK 00411957	1087	SAFETY KLEEN SYSTEMS INC	02/15/24	762.03	MW	IS	
AP CHK 00411958	47480	SALLY SWANSON ARCHITECTS IN	02/15/24	12,717.79	MW	IS	
AP CHK 00411959	9274	SAN FRANCISCO CHRONICLE	02/15/24	598.00	MW	IS	
AP CHK 00411960	51614	SAN MATEO CART SERVICE	02/15/24	750.00	MW	IS	
AP CHK 00411961	56453JPA	SAN MATEO CONSOLIDATED FIRE	02/15/24	1,650.00	MW	IS	
AP CHK 00411962	12544	SAN MATEO COUNTY CONTROLLER	02/15/24	71,081.50	MW	IS	
AP CHK 00411963	43158JPA	SAN MATEO COUNTY FIRE COUNT	02/15/24	1,650.00	MW	IS	
AP CHK 00411964	35246	SAN MATEO COUNTY SHERIFFS O	02/15/24	16,039.00	MW	IS	
AP CHK 00411965	1790	SAN MATEO COUNTY TRANSIT DI	02/15/24	23,267.32	MW	IS	

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AP CHK 00411966	9666	SAN MATEO LAWN MOWER SHOP	02/15/24	6,294.28	MW	IS	
AP CHK 00411967	55607	SANTANA, BRUNO	02/15/24	3,000.00	MW	IS	
AP CHK 00411968	54717	SANTANA, VALERIA CRISTINA	02/15/24	11,800.00	MW	IS	
AP CHK 00411969	49441	SC FUELS	02/15/24	31,169.44	MW	IS	
AP CHK 00411970	41900R	SCHOLES, BRANDON	02/15/24	195.00	MW	IS	
AP CHK 00411971	56750	SCL-NORTH	02/15/24	7,658.08	MW	IS	
AP CHK 00411972	9858	SCOTT, MICHAEL	02/15/24	720.00	MW	IS	
AP CHK 00411973	1111	SF - WATER	02/15/24	617,368.20	MW	IS	
AP CHK 00411974	50625R	SF CROWN ROOFING INC	02/15/24	209.00	MW	IS	
AP CHK 00411975	31449	SHARP ELECTRONICS CORPORATI	02/15/24	10,167.42	MW	IS	
AP CHK 00411976	58189R	SHEVCHUK, SERGEI	02/15/24	3,060.66	MW	IS	
AP CHK 00411977	23742	SHOE DEPOT INC	02/15/24	348.45	MW	IS	
AP CHK 00411978	49695	SHRED IT USA	02/15/24	781.90	MW	IS	
AP CHK 00411979	52666	SHRED WORKS INC	02/15/24	207.00	MW	IS	
AP CHK 00411980	32237	SMART & FINAL STORES LLC	02/15/24	1,258.67	MW	IS	
AP CHK 00411981	58008R	SMILEY, BYRON	02/15/24	2,148.50	MW	IS	
AP CHK 00411982	2890	SMITH, GARY	02/15/24	345.36	MW	IS	
AP CHK 00411983	55808	SOUTHERN COUNTIES LUBRICANT	02/15/24	7,946.49	MW	IS	
AP CHK 00411984	7383	SROCK, STEPHEN E	02/15/24	720.00	MW	IS	
AP CHK 00411985	20534	ST FRANCIS ELECTRIC INC	02/15/24	2,547.10	MW	IS	
AP CHK 00411986	56958JPA	STEPFORD	02/15/24	477.00	MW	IS	
AP CHK 00411987	1090	STEWART CHEVROLET CADILLAC	02/15/24	100.70	MW	IS	
AP CHK 00411988	51682R	SUNGA, JUSTIN	02/15/24	123.28	MW	IS	
AP CHK 00411989	34861R	SZELE, ROSINA	02/15/24	720.00	MW	IS	
AP CHK 00411990	58182R	TAAGA, JASMINE	02/15/24	400.00	MW	IS	
AP CHK 00411991	42970JPA	TELECOMMUNICATIONS ENGINEER	02/15/24	15,903.77	MW	IS	
AP CHK 00411992	37535	TELEPATH CORPORATION	02/15/24	358.00	MW	IS	
AP CHK 00411993	51891	TETRA TECH INC	02/15/24	24,099.48	MW	IS	

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AP CHK 00411994	58146	THERMO SCIENTIFIC PORTABLE	02/15/24	56,034.26	MW	IS	
AP CHK 00411995	1201	THOMSON REUTERS WEST	02/15/24	3,147.00	MW	IS	
AP CHK 00411996	18039	TIRAPANI, ALAN	02/15/24	720.00	MW	IS	
AP CHK 00411997	58175	TRANSCEND ROBOTICS INC	02/15/24	9,614.07	MW	IS	
AP CHK 00411998	53970	TRIDENT K9 CONSULTING	02/15/24	1,200.00	MW	IS	
AP CHK 00411999	26803	TURBO DATA SYSTEMS INC	02/15/24	58,194.32	MW	IS	
AP CHK 00412000	57186	TURNER ADVISEMENT LLC	02/15/24	4,950.00	MW	IS	
AP CHK 00412001	37637	ULINE INC	02/15/24	4,074.72	MW	IS	
AP CHK 00412002	56630	UNDERGROUND REPUBLIC WATER	02/15/24	663.43	MW	IS	
AP CHK 00412003	57303	UNIFIED POWER	02/15/24	18,206.95	MW	IS	
AP CHK 00412004	32209	UNIVAR SOLUTIONS USA INC	02/15/24	2,531.52	MW	IS	
AP CHK 00412005	41669R	URIARTE, SHEILA	02/15/24	720.00	MW	IS	
AP CHK 00412006	44120	UTILITY TOOL COMPANY INC	02/15/24	885.00	MW	IS	
AP CHK 00412007	40483R	VALENCIA, JOSE	02/15/24	750.00	MW	IS	
AP CHK 00412008	38095	VALLEY POWER SYSTEMS NORTH	02/15/24	1,430.00	MW	IS	
AP CHK 00412009	3376	VERITIV OPERATING COMPANY	02/15/24	23.07	MW	IS	
AP CHK 00412010	29329	VERIZON WIRELESS SERVICES L	02/15/24	3,463.51	MW	IS	
AP CHK 00412011	29329	VERIZON WIRELESS SERVICES L	02/15/24	85.13	MW	IS	
AP CHK 00412012	29329	VERIZON WIRELESS SERVICES L	02/15/24	188.48	MW	IS	
AP CHK 00412013	29329	VERIZON WIRELESS SERVICES L	02/15/24	3,157.69	MW	IS	
AP CHK 00412014	29329	VERIZON WIRELESS SERVICES L	02/15/24	42.12	MW	IS	
AP CHK 00412015	29329	VERIZON WIRELESS SERVICES L	02/15/24	304.51	MW	IS	
AP CHK 00412016	29329	VERIZON WIRELESS SERVICES L	02/15/24	499.89	MW	IS	
AP CHK 00412017	29329	VERIZON WIRELESS SERVICES L	02/15/24	141.36	MW	IS	
AP CHK 00412018	29329	VERIZON WIRELESS SERVICES L	02/15/24	2,016.26	MW	IS	
AP CHK 00412019	29329	VERIZON WIRELESS SERVICES L	02/15/24	152.15	MW	IS	
AP CHK 00412020	29329	VERIZON WIRELESS SERVICES L	02/15/24	47.12	MW	IS	
AP CHK 00412021	29329	VERIZON WIRELESS SERVICES L	02/15/24	152.13	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412022	29329	VERIZON WIRELESS SERVICES L	02/15/24	47.12	MW	IS	
AP CHK 00412023	50221R	VIKING SIGN INSTALLATIONS I	02/15/24	1,000.00	MW	IS	
AP CHK 00412024	41056R	VIOLA, ANNA MARIE	02/15/24	769.50	MW	IS	
AP CHK 00412025	46592R	VSS INTERNATIONAL INC	02/15/24	1,200.00	MW	IS	
AP CHK 00412026	1579	VWR INTERNATIONAL LLC	02/15/24	710.37	MW	IS	
AP CHK 00412027	1891	WARREN, JOHN	02/15/24	720.00	MW	IS	
AP CHK 00412028	36355	WASTEWATER SOLUTIONS INC	02/15/24	4,125.00	MW	IS	
AP CHK 00412029	50485	WAVE BROADBAND	02/15/24	243.51	MW	IS	
AP CHK 00412030	50485	WAVE BROADBAND	02/15/24	249.95	MW	IS	
AP CHK 00412031	50485	WAVE BROADBAND	02/15/24	1,079.95	MW	IS	
AP CHK 00412032	50485	WAVE BROADBAND	02/15/24	99.90	MW	IS	
AP CHK 00412033	50485	WAVE BROADBAND	02/15/24	1,295.00	MW	IS	
AP CHK 00412034	49085	WEST COAST ARBORISTS INC	02/15/24	24,650.00	MW	IS	
AP CHK 00412035	36033R	WESTERN ENTERPRISES	02/15/24	2,000.00	MW	IS	
AP CHK 00412036	36888	WESTERN TRUCK FABRICATION I	02/15/24	341.63	MW	IS	
AP CHK 00412037	56711	WILLIAM K FAISST CONSULTING	02/15/24	15,131.25	MW	IS	
AP CHK 00412038	54330	WILLIAMS SCOTSMAN INC	02/15/24	763.19	MW	IS	
AP CHK 00412039	36417R	WILLIAMS, ANNE	02/15/24	721.54	MW	IS	
AP CHK 00412040	58192	WINTERS, CARL	02/15/24	275.00	MW	IS	
AP CHK 00412041	25139	WITMER PUBLIC SAFETY GROUP	02/15/24	1,924.79	MW	IS	
AP CHK 00412042	53781R	WONG, TONY	02/15/24	173.80	MW	IS	
AP CHK 00412043	18388JPA	WOODSIDE FIRE PROTECTION DI	02/15/24	1,650.00	MW	IS	
AP CHK 00412044	58178	YESCO SIGNS LLC	02/15/24	1,454.87	MW	IS	
AP CHK 00412045	49452R	YIP, TOMMY	02/15/24	140.83	MW	IS	
AP CHK 00412046	50357R	YOUNG, CADEN	02/15/24	132.80	MW	IS	
AP CHK 00412047	12694R	ZALINSKIS, KLAUS	02/15/24	700.86	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To	Note
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G R A N D T O T A L S:									
		Total Void Machine Written		0.00		Number of Checks Processed:		1	
		Total Void Hand Written		0.00		Number of Checks Processed:		0	
		Total Machine Written		5,840,668.59		Number of Checks Processed:		361	
		Total Hand Written		0.00		Number of Checks Processed:		0	
		Total Reversals		0.00		Number of Checks Processed:		0	
		Total Cancelled		0.00		Number of Checks Processed:		0	
		Total EFTs		0.00		Number of EFTs Processed:		0	
		Total EPAYs		0.00		Number of EPAYs Processed:		0	
		G R A N D T O T A L		5,840,668.59					

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412048	58208R	328 CONSTRUCTION INC	02/29/24	719.00	MW	IS	
AP CHK 00412049	47004	4LEAF INC	02/29/24	11,501.60	MW	IS	
AP CHK 00412050	57446	A 1 RHINO LININGS	02/29/24	920.00	MW	IS	
AP CHK 00412051	44291	ACME SUNSHADES ENTERPRISE I	02/29/24	21,578.75	MW	IS	
AP CHK 00412052	53561	ACTION TOWING	02/29/24	2,757.50	MW	IS	
AP CHK 00412053	31324	ACTIVE NETWORK LLC	02/29/24	5,274.00	MW	IS	
AP CHK 00412054	56623	ADVANCED INTEGRATED PEST MA	02/29/24	1,060.00	MW	IS	
AP CHK 00412055	13854	AECO SYSTEMS INC	02/29/24	1,110.00	MW	IS	
AP CHK 00412056	15226	AFSCME DISTRICT COUNCIL 57	02/29/24	4,552.68	MW	IS	
AP CHK 00412057	11233	AGRIMONTI, MADOLYN	02/29/24	543.70	MW	IS	
AP CHK 00412058	39256	AIR EXCHANGE INC	02/29/24	168.75	MW	IS	
AP CHK 00412059	14004	ALERT PEST CONTROL COMPANY	02/29/24	375.00	MW	IS	
AP CHK 00412060	1025	ALHAMBRA	02/29/24	422.66	MW	IS	
AP CHK 00412061	37095	ALL INDUSTRIAL ELECTRIC SUP	02/29/24	6,010.85	MW	IS	
AP CHK 00412062	46656	ALL SHORES SEAFOOD	02/29/24	4,525.00	MW	IS	
AP CHK 00412063	39657	ALL STAR GLASS	02/29/24	649.54	MW	IS	
AP CHK 00412064	56231	AMAZON CAPITAL SERVICES INC	02/29/24	632.30	MW	IS	
AP CHK 00412065	27427	AMERICAN TEXTILE & SUPPLY I	02/29/24	589.26	MW	IS	
AP CHK 00412066	14988	AMERICAN TOWER CORPORATION	02/29/24	9,061.34	MW	IS	
AP CHK 00412067	45204	AMERIGAS	02/29/24	650.19	MW	IS	
AP CHK 00412068	42310	AMERINAT	02/29/24	326.70	MW	IS	
AP CHK 00412069	57410R	ANDERSON, CHELA	02/29/24	500.00	MW	IS	
AP CHK 00412070	24868	ANIXTER INC	02/29/24	3,048.66	MW	IS	
AP CHK 00412071	46546	ANTHEM BLUE CROSS	02/29/24	1,078.62	MW	IS	
AP CHK 00412072	46546	ANTHEM BLUE CROSS	02/29/24	1,165.47	MW	IS	
AP CHK 00412073	46585	ANTHEM BLUE CROSS	02/29/24	111.40	MW	IS	
AP CHK 00412074	46585	ANTHEM BLUE CROSS	02/29/24	124.20	MW	IS	
AP CHK 00412075	24078	APWA NORTHERN CALIFORNIA CH	02/29/24	273.70	MW	IS	

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AP CHK 00412076	55841	AQUA-METRIC SALES CO	02/29/24	31,664.07	MW	IS	
AP CHK 00412077	33521R	ARGUNA, LAURO	02/29/24	400.00	MW	IS	
AP CHK 00412078	58219R	ARIAS, ELVIA	02/29/24	400.00	MW	IS	
AP CHK 00412079	57805	ARTHUR J GALLAGHER RISK MAN	02/29/24	8,583.00	MW	IS	
AP CHK 00412080	32577	AT&T	02/29/24	7,427.44	MW	IS	
AP CHK 00412081	32577	AT&T	02/29/24	363.78	MW	IS	
AP CHK 00412082	45195	AT&T	02/29/24	170.00	MW	IS	
AP CHK 00412083	45508JPA	AT&T	02/29/24	12,199.48	MW	IS	
AP CHK 00412084	47003	AT&T	02/29/24	141.89	MW	IS	
AP CHK 00412085	47003	AT&T	02/29/24	136.54	MW	IS	
AP CHK 00412086	6413	AT&T MOBILITY	02/29/24	1,327.92	MW	IS	
AP CHK 00412087	6413	AT&T MOBILITY	02/29/24	2,333.92	MW	IS	
AP CHK 00412088	6413	AT&T MOBILITY	02/29/24	650.65	MW	IS	
AP CHK 00412089	23719	ATCO INTERNATIONAL	02/29/24	366.94	MW	IS	
AP CHK 00412090	44649	ATLAS COPCO COMPRESSORS LLC	02/29/24	1,599.26	MW	IS	
AP CHK 00412091	37788R	AUNG, CHARLES	02/29/24	1,109.00	MW	IS	
AP CHK 00412092	29643	AUTO COLLISION CENTER	02/29/24	31,006.87	MW	IS	
AP CHK 00412093	53793	AVA G INVESTIGATIVE SERVICE	02/29/24	920.15	MW	IS	
AP CHK 00412094	49645	BADGE FRAME INC	02/29/24	76.00	MW	IS	
AP CHK 00412095	58203	BATTLE DOGS CUSTOM DESIGN S	02/29/24	262.67	MW	IS	
AP CHK 00412096	7950	BAY AREA AIR QUALITY MANAGE	02/29/24	564.00	MW	IS	
AP CHK 00412097	7950	BAY AREA AIR QUALITY MANAGE	02/29/24	578.00	MW	IS	
AP CHK 00412098	54908R	BAYLINE DEMOLITION	02/29/24	2,909.00	MW	IS	
AP CHK 00412099	48115	BAYSHORE TRANSMISSIONS	02/29/24	3,887.34	MW	IS	
AP CHK 00412100	54911	BAYSIDE COLLISION CENTER	02/29/24	1,115.61	MW	IS	
AP CHK 00412101	58218R	BELARDE, JHON	02/29/24	400.00	MW	IS	
AP CHK 00412102	38585	BFI OF CALIFORNIA INC	02/29/24	57.83	MW	IS	
AP CHK 00412103	19200	BIRITE FOODSERVICE DISTRIBU	02/29/24	35,044.45	MW	IS	

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AP CHK 00412104	48840	BK TECHNOLOGIES INC	02/29/24	853.09	MW	IS	
AP CHK 00412105	20204	BKF ENGINEERS	02/29/24	8,158.00	MW	IS	
AP CHK 00412106	56160	BLUE FLAMINGO MARKETING	02/29/24	613.34	MW	IS	
AP CHK 00412107	56068	BRADSHAW CONSTRUCTION	02/29/24	4,050.00	MW	IS	
AP CHK 00412108	58210R	BROSNAN, SEAN	02/29/24	209.00	MW	IS	
AP CHK 00412109	3064	BROWN & CALDWELL INC	02/29/24	10,391.82	MW	IS	
AP CHK 00412110	21239R	BROWN, DENISE	02/29/24	262.44	MW	IS	
AP CHK 00412111	33941	C & A BROWN COMPANY	02/29/24	225.00	MW	IS	
AP CHK 00412112	58202	CABEBE, KRISTOFFER	02/29/24	400.00	MW	IS	
AP CHK 00412113	33981	CAGWIN & DORWARD	02/29/24	377.00	MW	IS	
AP CHK 00412114	25781R	CAL PAC ROOFING	02/29/24	209.00	MW	IS	
AP CHK 00412115	36927	CALCON SYSTEMS INC	02/29/24	20,403.87	MW	IS	
AP CHK 00412116	1196	CALIFORNIA WATER SERVICE CO	02/29/24	127.67	MW	IS	
AP CHK 00412117	1196	CALIFORNIA WATER SERVICE CO	02/29/24	36.86	MW	IS	
AP CHK 00412118	28636	CDW GOVERNMENT INC	02/29/24	132.10	MW	IS	
AP CHK 00412119	42277	CEL ANALYTICAL INC	02/29/24	2,205.00	MW	IS	
AP CHK 00412120	31956	CENTRAL VALLEY BUSINESS FOR	02/29/24	585.61	MW	IS	
AP CHK 00412121	3445	CG APPLIANCE INCORPORATED	02/29/24	7,599.99	MW	IS	
AP CHK 00412122	19705	CHEMSEARCHFE	02/29/24	425.16	MW	IS	
AP CHK 00412123	58215R	CHEW, DAVID	02/29/24	250.00	MW	IS	
AP CHK 00412124	57662	CINTAS CORPORATE SERVICES I	02/29/24	2,277.82	MW	IS	
AP CHK 00412125	51204	CINTAS CORPORATION	02/29/24	2,923.79	MW	IS	
AP CHK 00412126	3678	CINTAS CORPORATION #464	02/29/24	4,541.35	MW	IS	
AP CHK 00412127	5692	CITY OF SOUTH SAN FRANCISCO	02/29/24	399.30	MW	IS	
AP CHK 00412128	40147	CITY TOYOTA	02/29/24	139,883.52	MW	IS	
AP CHK 00412129	18465	CLEARLITE TROPHIES	02/29/24	190.09	MW	IS	
AP CHK 00412130	52486	COLMA FIRE PROTECTION DISTR	02/29/24	3,000.00	MW	IS	
AP CHK 00412131	52652	COMCAST	02/29/24	177.12	MW	IS	

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AP CHK 00412132	12578	COMPLETE LINEN SERVICES INC	02/29/24	140.36	MW	IS	
AP CHK 00412133	52002	CONTRA COSTA COUNTY SHERIFF	02/29/24	2,206.00	MW	IS	
AP CHK 00412134	43157JPA	COUNTY OF SAN MATEO	02/29/24	1,781.84	MW	IS	
AP CHK 00412135	1053	CPS HR CONSULTING	02/29/24	4,044.25	MW	IS	
AP CHK 00412136	42324	CRIME SCENE CLEANERS INC	02/29/24	130.00	MW	IS	
AP CHK 00412137	36182	CRITICAL REACH	02/29/24	1,395.00	MW	IS	
AP CHK 00412138	12031	CRIVELLO, JOSEPH	02/29/24	465.36	MW	IS	
AP CHK 00412139	50391R	CRIVELLO, YVONNE	02/29/24	720.00	MW	IS	
AP CHK 00412140	48323	CRYSTAL CREAMERY	02/29/24	1,584.96	MW	IS	
AP CHK 00412141	2293	CSMFO	02/29/24	135.00	MW	IS	
AP CHK 00412142	2293	CSMFO	02/29/24	135.00	MW	IS	
AP CHK 00412143	53761	CT WEST	02/29/24	123.06	MW	IS	
AP CHK 00412144	48970R	CYPERT, SHANE	02/29/24	467.39	MW	IS	
AP CHK 00412145	1042	D C LOCK & SECURITY SERVICE	02/29/24	29.66	MW	IS	
AP CHK 00412146	1836	DAILY JOURNAL CORPORATION	02/29/24	322.50	MW	IS	
AP CHK 00412147	1937	DALY CITY FIREFIGHTERS UNIO	02/29/24	9,481.62	MW	IS	
AP CHK 00412148	30935	DALY CITY POLICE OFFICERS B	02/29/24	1,079.10	MW	IS	
AP CHK 00412149	9290	DALY CITY POLICE OFFICERS A	02/29/24	445.00	MW	IS	
AP CHK 00412150	9290	DALY CITY POLICE OFFICERS A	02/29/24	8,900.00	MW	IS	
AP CHK 00412151	1793	DALY CITY TOOL MART	02/29/24	105.70	MW	IS	
AP CHK 00412152	58213R	DEJESUS, FELIX G	02/29/24	500.00	MW	IS	
AP CHK 00412153	1299	DEPARTMENT OF JUSTICE	02/29/24	2,893.00	MW	IS	
AP CHK 00412154	23552	DEPARTMENT OF MOTOR VEHICLE	02/29/24	10.00	MW	IS	
AP CHK 00412155	58204R	DEUJA, SHANKAR	02/29/24	6,452.74	MW	IS	
AP CHK 00412156	58209R	DINEEN, PAUL	02/29/24	959.00	MW	IS	
AP CHK 00412157	52551	DN TANKS INC	02/29/24	172,515.44	MW	IS	
AP CHK 00412158	57870	DUNNIGAN PSYCHOLOGICAL & TH	02/29/24	625.00	MW	IS	
AP CHK 00412159	48177	EAST BAY TIRE CO	02/29/24	2,632.96	MW	IS	

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AP CHK 00412160	G1DEFIESTA	EMPLOYMENT DEVELOPMENT DEPA	02/29/24	1,112.23	MW	IS	
AP CHK 00412161	3786	ENVIRONMENTAL RESOURCE ASSO	02/29/24	1,241.45	MW	IS	
AP CHK 00412162	1049	EQUIFAX INFORMATION SVCS LL	02/29/24	50.00	MW	IS	
AP CHK 00412163	57507	FACILITY SOLUTIONS GROUP IN	02/29/24	3,525.94	MW	IS	
AP CHK 00412164	36077	FASTENAL COMPANY	02/29/24	1,419.23	MW	IS	
AP CHK 00412165	19787	FIRST CHOICE COFFEE SERVICE	02/29/24	628.57	MW	IS	
AP CHK 00412166	55643	FLORIAN INDUSTRIES INC	02/29/24	1,182.38	MW	IS	
AP CHK 00412167	47323	FORD STORE SAN LEANDRO, THE	02/29/24	58,193.72	MW	IS	
AP CHK 00412168	53438R	FRANCO, PRISCILLA	02/29/24	397.00	MW	IS	
AP CHK 00412169	55489	GARRATT CALLAHAN COMPANY	02/29/24	9,483.03	MW	IS	
AP CHK 00412170	56170	GAVIN'S PAINTING	02/29/24	1,240.00	MW	IS	
AP CHK 00412171	4581	GOLDEN BAY CONSTRUCTION INC	02/29/24	70,408.00	MW	IS	
AP CHK 00412172	55311	GOLDEN STATE EMERGENCY	02/29/24	525.47	MW	IS	
AP CHK 00412173	30509	GOODYEAR COMMERCIAL TIRE &	02/29/24	2,532.97	MW	IS	
AP CHK 00412174	1754	GRAINGER INC	02/29/24	3,874.70	MW	IS	
AP CHK 00412175	36985	GRAND INDUSTRIES INC	02/29/24	29,065.00	MW	IS	
AP CHK 00412176	1123	GRAYBAR ELECTRIC CO INC	02/29/24	1,398.01	MW	IS	
AP CHK 00412177	57660	GREEN HALO SYSTEMS INC	02/29/24	402.00	MW	IS	
AP CHK 00412178	22404	GREG'S TRUCKING SERVICE INC	02/29/24	13,426.50	MW	IS	
AP CHK 00412179	57219	GSW CONSTRUCTION INC	02/29/24	47,300.00	MW	IS	
AP CHK 00412180	2223	HACH COMPANY	02/29/24	924.55	MW	IS	
AP CHK 00412181	58220R	HALBUR, AMANDA	02/29/24	1,413.29	MW	IS	
AP CHK 00412182	6476	HANSON, CATHERINE	02/29/24	750.00	MW	IS	
AP CHK 00412183	55312R	HARRISON, RONALD	02/29/24	720.00	MW	IS	
AP CHK 00412184	58142	HASA INC	02/29/24	23,834.10	MW	IS	
AP CHK 00412185	47155	HEWLETT PACKARD INC	02/29/24	19,852.55	MW	IS	
AP CHK 00412186	9049	HI TECH EVS INC	02/29/24	1,011.81	MW	IS	
AP CHK 00412187	49700	HILL BROTHERS CHEMICAL CO	02/29/24	2,442.58	MW	IS	

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AP CHK 00412188	29488	HINES EDM INC	02/29/24	1,575.90	MW	IS	
AP CHK 00412189	57460R	HO, GAVIN	02/29/24	599.00	MW	IS	
AP CHK 00412190	54590	HOME DEPOT PRO, THE	02/29/24	4,243.26	MW	IS	
AP CHK 00412191	56109	HONEY BUCKET	02/29/24	210.49	MW	IS	
AP CHK 00412192	58222R	HONG, BO	02/29/24	500.00	MW	IS	
AP CHK 00412193	57974	HSQ TECH INC	02/29/24	2,150.00	MW	IS	
AP CHK 00412194	41818	HUNTINGTON COURT REPORTERS	02/29/24	81.84	MW	IS	
AP CHK 00412195	58207R	ICO CONSTRUCTION	02/29/24	770.00	MW	IS	
AP CHK 00412196	57924	IMPERIAL SUPPLIES LLC	02/29/24	435.10	MW	IS	
AP CHK 00412197	31781	INNOVATIVE CLAIM SOLUTIONS	02/29/24	16,032.17	MW	IS	
AP CHK 00412198	51901	INTEGRATED COMMUNICATION SY	02/29/24	47,954.31	MW	IS	
AP CHK 00412199	14932	INTERSTATE BATTERY SYSTEM O	02/29/24	241.94	MW	IS	
AP CHK 00412200	2411	INTERSTATE TRAFFIC CONTROL	02/29/24	2,178.75	MW	IS	
AP CHK 00412201	31080R	ISLANDER, STEPHEN	02/29/24	250.00	MW	IS	
AP CHK 00412202	52909R	JACOBS, RICHARD	02/29/24	204.00	MW	IS	
AP CHK 00412203	25311	JOHNSON CONTROLS SECURITY S	02/29/24	548.64	MW	IS	
AP CHK 00412204	47002MED	KAISER PERMANENTE	02/29/24	3,392.18	MW	IS	
AP CHK 00412205	22450	KAPCO	02/29/24	540.71	MW	IS	
AP CHK 00412206	56294	KELLY SPICERS FACILITIES SO	02/29/24	1,097.65	MW	IS	
AP CHK 00412207	51402R	KLATT, JOHN	02/29/24	79.00	MW	IS	
AP CHK 00412208	58205R	LAU, TRIFFINY	02/29/24	550.00	MW	IS	
AP CHK 00412209	33497	LEGACY MECHANICAL & ENERGY	02/29/24	19,567.50	MW	IS	
AP CHK 00412210	45083	LEHR	02/29/24	10,341.70	MW	IS	
AP CHK 00412211	24273	LEXIS NEXIS	02/29/24	231.79	MW	IS	
AP CHK 00412212	12906LAW	LIEBERT CASSIDY WHITMORE	02/29/24	18,332.00	MW	IS	
AP CHK 00412213	40169	LIFELOC TECHNOLOGIES INC	02/29/24	247.33	MW	IS	
AP CHK 00412214	56833	LIFFEY ELECTRIC INC	02/29/24	47,795.63	MW	IS	
AP CHK 00412215	16440	LINDE GAS & EQUIPMENT INC	02/29/24	135.19	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412216	14431	LINDE INC	02/29/24	10,669.69	MW	IS	
AP CHK 00412217	58206R	LYONS, CAROL K	02/29/24	750.00	MW	IS	
AP CHK 00412218	58195	MASTER GRILL INC	02/29/24	2,102.84	MW	IS	
AP CHK 00412219	57875R	MCCARTHY, NICHOLAS	02/29/24	720.00	MW	IS	
AP CHK 00412220	23949	METRO MOBILE COMMUNICATIONS	02/29/24	323.26	MW	IS	
AP CHK 00412221	37348	METROPOLITAN ELECTRICAL CON	02/29/24	10,509.00	MW	IS	
AP CHK 00412222	57925	MK PRIVATE INVESTIGATION SE	02/29/24	750.00	MW	IS	
AP CHK 00412223	58217R	MORALES, MARC	02/29/24	400.00	MW	IS	
AP CHK 00412224	54757	MSI FUEL MANAGEMENT	02/29/24	5,101.73	MW	IS	
AP CHK 00412225	15210	MUNICIPAL MAINTENANCE EQUIP	02/29/24	7,833.18	MW	IS	
AP CHK 00412226	46852	NEWEGG BUSINESS INC	02/29/24	859.19	MW	IS	
AP CHK 00412227	25761	NORTHERN SAFETY CO INC	02/29/24	736.93	MW	IS	
AP CHK 00412228	9393	O'ROURKE, MICHAEL	02/29/24	345.36	MW	IS	
AP CHK 00412229	56820	ODP BUSINESS SOLUTIONS LLC	02/29/24	183.92	MW	IS	
AP CHK 00412230	56822	ODP BUSINESS SOLUTIONS LLC	02/29/24	7,172.80	MW	IS	
AP CHK 00412231	VOID.CONTINU	Void - Continued Stub	02/29/24	0.00	VM	VD	Void
AP CHK 00412232	56335	OPERATIONAL TECHNICAL SERVI	02/29/24	19,408.00	MW	IS	
AP CHK 00412233	4918	OTIS ELEVATOR COMPANY	02/29/24	18,895.32	MW	IS	
AP CHK 00412234	1216	PACIFIC GAS & ELECTRIC	02/29/24	180,133.16	MW	IS	
AP CHK 00412235	1080	PACIFIC NURSERIES	02/29/24	172.16	MW	IS	
AP CHK 00412236	29252	PACIFIC PRODUCE INC	02/29/24	2,636.45	MW	IS	
AP CHK 00412237	40269R	PAK'S ROOFING INC	02/29/24	418.00	MW	IS	
AP CHK 00412238	39891	PARACLETE PRESS INC	02/29/24	135.75	MW	IS	
AP CHK 00412239	50620	PARK ENGINEERING INC	02/29/24	77,456.73	MW	IS	
AP CHK 00412240	43657R	PASTOR, JACK & YVONNE	02/29/24	209.00	MW	IS	
AP CHK 00412241	3297	PENINSULA LIBRARY SYSTEM	02/29/24	40,719.00	MW	IS	
AP CHK 00412242	1936	PENINSULA PEACE OFFICERS AS	02/29/24	138.60	MW	IS	
AP CHK 00412243	29738	PENINSULA UNIFORMS & EQUIPM	02/29/24	3,688.87	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412244	27473	PENWORTHY COMPANY, THE	02/29/24	4,868.94	MW	IS	
AP CHK 00412245	19678	PERS LONG TERM CARE PROGRAM	02/29/24	175.55	MW	IS	
AP CHK 00412246	51799	PET FOOD EXPRESS	02/29/24	194.81	MW	IS	
AP CHK 00412247	47044	PETERSON TRUCKS INC	02/29/24	2,032.36	MW	IS	
AP CHK 00412248	54331	PIIAN SYSTEMS LLC	02/29/24	11,154.00	MW	IS	
AP CHK 00412249	57003	PLANTE & MORAN PLLC	02/29/24	8,250.00	MW	IS	
AP CHK 00412250	36106	POLYDYNE INC	02/29/24	27,464.29	MW	IS	
AP CHK 00412251	53942	PREFERRED ALLIANCE INC	02/29/24	714.20	MW	IS	
AP CHK 00412252	51526	PURETEC INDUSTRIAL WATER	02/29/24	151.86	MW	IS	
AP CHK 00412253	22005	QUADIENT INC	02/29/24	220.24	MW	IS	
AP CHK 00412254	48668JPA	RAVNTECH CORPORATION	02/29/24	44,078.44	MW	IS	
AP CHK 00412255	54706R	REDWOOD ROOFING COMPANY	02/29/24	209.00	MW	IS	
AP CHK 00412256	14608	REEVES COMPANY INC	02/29/24	70.86	MW	IS	
AP CHK 00412257	53208R	RENEWAL BY ANDERSON	02/29/24	681.56	MW	IS	
AP CHK 00412258	53532	ROBERT HALF	02/29/24	4,704.00	MW	IS	
AP CHK 00412259	20508	RODRIGUEZ, JEFFREY	02/29/24	720.00	MW	IS	
AP CHK 00412260	55468R	ROSER, WILLIAM	02/29/24	720.00	MW	IS	
AP CHK 00412261	46184	ROWMAN & LITTLEFIELD PUBLIS	02/29/24	286.21	MW	IS	
AP CHK 00412262	52843R	S F UNDERGROUND	02/29/24	5,000.00	MW	IS	
AP CHK 00412263	1087	SAFETY KLEEN SYSTEMS INC	02/29/24	2,507.35	MW	IS	
AP CHK 00412264	56629	SAN FRANCISCO HEARING CENTE	02/29/24	635.46	MW	IS	
AP CHK 00412265	21691	SAN MATEO COUNTY CITY MANAG	02/29/24	500.00	MW	IS	
AP CHK 00412266	56664	SAN MATEO COUNTY FIREFIGHTE	02/29/24	10,230.00	MW	IS	
AP CHK 00412267	G1MARTINEZ	SAN MATEO COUNTY SHERIFF	02/29/24	112.50	MW	IS	
AP CHK 00412268	49441	SC FUELS	02/29/24	32,620.35	MW	IS	
AP CHK 00412269	6137	SCOTT BUSCHMAN PHOTOGRAPHY	02/29/24	109.87	MW	IS	
AP CHK 00412270	23742	SHOE DEPOT INC	02/29/24	3,085.79	MW	IS	
AP CHK 00412271	49695	SHRED IT USA	02/29/24	232.68	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412272	52666	SHRED WORKS INC	02/29/24	79.00	MW	IS	
AP CHK 00412273	57314R	SILVA, PEDRO	02/29/24	400.00	MW	IS	
AP CHK 00412274	31650	SING TAO DAILY	02/29/24	596.00	MW	IS	
AP CHK 00412275	55808	SOUTHERN COUNTIES LUBRICANT	02/29/24	5,811.23	MW	IS	
AP CHK 00412276	55731R	SRC ROOFING	02/29/24	209.00	MW	IS	
AP CHK 00412277	37940	STANDARD PLUMBING SUPPLY CO	02/29/24	27.66	MW	IS	
AP CHK 00412278	58201	STAR FISH INC	02/29/24	330.00	MW	IS	
AP CHK 00412279	3613	STATIONARY ENGINEERS LOCAL	02/29/24	4,212.33	MW	IS	
AP CHK 00412280	58211R	STEKETEE, JONATHAN	02/29/24	1,057.09	MW	IS	
AP CHK 00412281	56958JPA	STEPFORD	02/29/24	477.00	MW	IS	
AP CHK 00412282	45084	STEPFORD INC	02/29/24	7,121.00	MW	IS	
AP CHK 00412283	54631	STEPHEN CREVELLI	02/29/24	4,800.00	MW	IS	
AP CHK 00412284	23112	STERLING	02/29/24	230.46	MW	IS	
AP CHK 00412285	40900	STEVENS BAY AREA DIESEL SER	02/29/24	1,943.18	MW	IS	
AP CHK 00412286	27810	STEWART CHEVY CAD CHRY JEEP	02/29/24	366.40	MW	IS	
AP CHK 00412287	40145R	SUPER ROOFING CO	02/29/24	209.00	MW	IS	
AP CHK 00412288	34747	SWINERTON MANAGEMENT & CONS	02/29/24	7,245.00	MW	IS	
AP CHK 00412289	45319	T MOBILE USA INC	02/29/24	125.00	MW	IS	
AP CHK 00412290	15590	T SHIRT FEVER	02/29/24	4,971.10	MW	IS	
AP CHK 00412291	2798	TEAMSTERS LOCAL 856	02/29/24	3,074.00	MW	IS	
AP CHK 00412292	13852	TELECOMMUNICATIONS ENGINEER	02/29/24	3,024.50	MW	IS	
AP CHK 00412293	42970JPA	TELECOMMUNICATIONS ENGINEER	02/29/24	15,378.00	MW	IS	
AP CHK 00412294	1787	TELSTAR INSTRUMENTS INC	02/29/24	787.00	MW	IS	
AP CHK 00412295	31452	TOWNE FORD	02/29/24	235,050.09	MW	IS	
AP CHK 00412296	10160	TOY, STANLEY	02/29/24	720.00	MW	IS	
AP CHK 00412297	49543	TRB AND ASSOCIATES INC	02/29/24	4,294.03	MW	IS	
AP CHK 00412298	52033	TRIEPEI SMITH & ASSOCIATES	02/29/24	1,845.59	MW	IS	
AP CHK 00412299	26803	TURBO DATA SYSTEMS INC	02/29/24	817.26	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel To Note
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AP CHK 00412300	56222	U-ROCK UTILITY EQUIPMENT IN	02/29/24	21,505.28	MW	IS	
AP CHK 00412301	34148R	ULLMAN, DOUGLAS	02/29/24	720.00	MW	IS	
AP CHK 00412302	57303	UNIFIED POWER	02/29/24	7,524.07	MW	IS	
AP CHK 00412303	1110	UNITED STATES POSTAL SERVIC	02/29/24	474.00	MW	IS	
AP CHK 00412304	50490	UNITEDHEALTHCARE INSURANCE	02/29/24	373.45	MW	IS	
AP CHK 00412305	32209	UNIVAR SOLUTIONS USA INC	02/29/24	7,761.43	MW	IS	
AP CHK 00412306	47099JPA	UTILITY TELECOM GROUP LLC	02/29/24	11,680.27	MW	IS	
AP CHK 00412307	56885R	VAZQUEZ ROOFING	02/29/24	209.00	MW	IS	
AP CHK 00412308	58216R	VEGA, ARACELLYS	02/29/24	300.00	MW	IS	
AP CHK 00412309	58145	VER-MAC	02/29/24	15,375.00	MW	IS	
AP CHK 00412310	58214R	VILLATORO & M CONSTRUCTION	02/29/24	2,000.00	MW	IS	
AP CHK 00412311	55963R	WANG, CHERESA	02/29/24	1,412.60	MW	IS	
AP CHK 00412312	46857	WATER INDUSTRY TRAINING SPE	02/29/24	350.00	MW	IS	
AP CHK 00412313	49085	WEST COAST ARBORISTS INC	02/29/24	34,735.00	MW	IS	
AP CHK 00412314	39237	WEST COAST CODE CONSULTANTS	02/29/24	13,509.22	MW	IS	
AP CHK 00412315	41090R	WESTBAY ROOFING	02/29/24	209.00	MW	IS	
AP CHK 00412316	36888	WESTERN TRUCK FABRICATION I	02/29/24	17,103.12	MW	IS	
AP CHK 00412317	1095	WESTLAKE ECO SOFT-TOUCH	02/29/24	394.20	MW	IS	
AP CHK 00412318	30684	WHITE CAP LP	02/29/24	2,873.11	MW	IS	
AP CHK 00412319	45551	WOLTERS KLUWER LEGAL & REGU	02/29/24	4,722.99	MW	IS	
AP CHK 00412320	58212R	WONG, KINGMAN	02/29/24	1,259.00	MW	IS	
AP CHK 00412321	53426	WRECO	02/29/24	18,716.25	MW	IS	
AP CHK 00412322	58160R	Z L CONSTRUCTION	02/29/24	4,390.56	MW	IS	

Document	Payee ID	Payee Name	Date	Amount	Type	Stat	Rel	To	Note
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G R A N D T O T A L S:									
		Total Void Machine Written		0.00		Number of Checks Processed:		1	
		Total Void Hand Written		0.00		Number of Checks Processed:		0	
		Total Machine Written		2,162,253.45		Number of Checks Processed:		274	
		Total Hand Written		0.00		Number of Checks Processed:		0	
		Total Reversals		0.00		Number of Checks Processed:		0	
		Total Cancelled		0.00		Number of Checks Processed:		0	
		Total EFTs		0.00		Number of EFTs Processed:		0	
		Total EPAYs		0.00		Number of EPAYs Processed:		0	
		G R A N D T O T A L		2,162,253.45					



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Approve Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center

Recommended Action

Approve City partnership with Camp Unity to Host a 6-week summer camp program at the Bayshore Community Center beginning Monday, June 10, 2024 through Friday, July 19, 2024, as well as a Luau Finale at the Pacelli Event Center on Saturday, July 20, 2024, and consider fee waivers and full cost recovery.

Background

The City has received a request from Camp Unity, a nonprofit organization in Daly City, to partner on a 6-week summer camp program. The partnership would include use of the Bayshore Community Center 1st floor (gym and classroom), partition walls, sports equipment (volleyball, pickleball nets), and shared use of the kitchen and outdoor space. Camp Unity has expressed its commitment to prioritize Daly City registrations, especially the 31 youth who participated in the Summer Youth Recreation Program (SYRP) at the Bayshore Community Center last summer.

With the relocation of the Boys & Girls Club of the Peninsula from the Bayshore Community Center to the Bayshore Elementary School in 2022, the Department of Recreation Services held its first 6-week SYRP camp at the Bayshore Community Center in Summer 2023. SYRP served 31 youth ages 6-12 and charged \$150 per week.

Camp Unity serves an average of 170 youth ages 6-18 from Daly City and the greater Bay Area and charges a \$25 camp registration fee for the entire 6-week duration. The Camp Unity summer camp program offers a unique learning journey that provides a culmination of academic advancement through creative learning experiences, including performing arts, music appreciation, workshops, field trips, and opportunities for Pacific Islander cultural enrichment (see workshops listed below).

Kindergarten to 4th Grade Workshops:

- Pacific Literature Read Alouds
- Polynesian Music Appreciation
- Polynesian Culture & Performing Arts
- Polynesian Visual Arts
- Samoan, Hawaiian & Tongan Language
- Sports Activities
- PLAY PLAY PLAY Recess Activities
- Pacific Children Films
- Community Service Tautua/Kokua
- Weekly Rallies
- Weekly Talent Show
- Weekly Field Trips

Consider Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center

Meeting Date: April 8, 2024

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5th to 12th Grade Workshops:

- Pacific Film, Literature & Creative Writing
- Polynesian Music Appreciation Choral Group
- Polynesian Culture & Performing Arts
- Polynesian Visual Arts (Elei, Cooking, Photography Storytelling)
- Conversational Samoan
- Sports Clinics
- Weekly Rallies
- Weekly Talent Show
- Weekly Field Trips
- Snack Shack (Promoting Entrepreneurial Experiences)
- Community Service Tautua/Kokua

Discussion

The City Council may consider becoming an official event partner and waiving fees and other requirements for the rentals of the Bayshore Community Center, from Monday, June 10, 2024 through Friday, July 19, 2024, and the Pacelli Event Center on Saturday, July 20, 2024, from 9am to 5pm, as depicted in the following charts:

BAYSHORE COMMUNITY CENTER Monday, June 10, 2024 through Friday, July 19, 2024, 8am-5pm	TOTAL	WAIVER REQUEST
Hourly Fees (Daly City Non-Profit Hourly Rate \$88/hour x 9 hours)* (\$792/day x 28 days)**	\$22,176	\$22,176
Insurance (Non-Refundable)	\$229	\$229
Deposit (Refundable)	\$400	
GRAND TOTAL	\$22,805	\$22,405

**Hourly Fee (Residents) is \$110/hour.*

***Closed in observance of Juneteenth and Independence Day.*

PACELLI EVENT CENTER (Gym & Merced Room) Saturday, July 20, 2024, 9am-5pm	TOTAL	WAIVER REQUEST
Hourly Fees (Daly City Non-Profit Hourly Rate \$168.75/hour x 8 hours)*	\$1,350	\$1,350
Insurance (Non-Refundable)	\$147	\$147
Deposit (Refundable)	\$1000	
Custodial Fee (Mandatory)	\$400	\$400
GRAND TOTAL	\$2,897	\$1,897

**Hourly Fee (Residents) is \$225/hour.*

Camp Unity will be required to submit payment for the \$1,400 refundable deposit for both the Bayshore Community Center (\$400) and the Pacelli Event Center (\$1,000). The total fee waiver request amount is \$24,302 for the term of the rental and special luau finale. The \$147 and \$229

Consider Partnership with Camp Unity to Host a 6-week Summer Camp Program at the Bayshore Community Center and Luau Finale at the Pacelli Event Center

Meeting Date: April 8, 2024

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non-refundable insurance fees are waived, as Camp Unity will add the City of Daly City as Additional Insured under their Liability Insurance Certificate.

Fiscal Impact

As the City previously generated \$13,200 in revenue for SYRP at the Bayshore Community Center site location, staff is recommending a full cost recovery fee plus cost of living adjustment (COLA) of \$13,728 (\$13,200 x 4% COLA) for this partnership, which will be deposited into the Department of Recreation Services revenue account 01-131-142-3743.

Summary/Conclusion

Staff recommends that the City Council approve event partnership, fee waivers, and full cost recovery. By partnering with Camp Unity, Daly City residents and participants will have an opportunity to greatly benefit from the deeply discounted camp registration fee and diverse program offerings.

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

Respectfully submitted,



Leilani Ramos
Assistant to the City Manager



Denise Brown
Director of Recreation Services



City Council Meeting Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Rejection of Bids for Northern Cities Smart Corridor Expansion Project

Recommended Action

Staff recommends that the City Council reject all bids received for the Northern Cities Smart Corridor Expansion Project.

Background

The City/County Association of Governments of San Mateo County (C/CAG) is sponsoring the San Mateo County Smart Corridor Project, an Intelligent Transportation Systems (ITS) project that extends along El Camino Real and major local streets in San Mateo County connecting to US 101 and I-280. The project enables cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway.

The current phase of the Smart Corridor Project will extend north into Daly City, Brisbane and Colma. The project will include the deployment of an interconnected traffic signal system, closed circuit video cameras, trailblazer/arterial dynamic message signs and vehicle detection systems, along with the installation of fiber optic communication network. These ITS elements will allow Daly City and Caltrans to deploy incident response plans to manage traffic congestion on Junipero Serra Boulevard and Bayshore Boulevard, the two primary parallel corridors to I-280 and US 101, respectively.

C/CAG has secured funds for the project and will reimburse the City for costs incurred to manage the construction contract, provide inspection services, and staff time for project-related work.

Discussion

On January 8, 2024, the City Council authorized the City Manager to execute the Funding Agreement with C/CAG for the construction phase of the Smart Corridor Project.

On March 4, 2024, the City received only one bid for the subject project in the amount of \$5,904,925. The bid amount is 59% higher than the Engineer's Estimate of \$3,714,091.50. Upon evaluation of the bid package, the bid prices were significantly higher than recent industry standards and above what is reasonable for inflation. The designer compared the bid received with a similar project that opened bids in November 2023 and noted that the bid prices for several bid items were more than 100% higher. The designer believes that the one bid we received is excessive and recommends rejecting all bids. In an effort to obtain more favorable bids, staff will work with C/CAG and their designers to re-advertise the project.

Rejection of Bids for Northern Cities Smart Corridor Expansion Project

Meeting Date: April 8, 2024

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Fiscal Impact

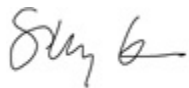
There is no fiscal impact as a result of this action. The bid package will be evaluated and re-advertised at a future date.

Summary/Conclusion

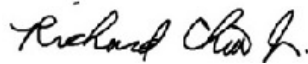
Staff recommends that the City Council reject all bids received on March 4, 2024 for the Northern Cities Smart Corridor Expansion Project.

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

Respectfully submitted,



Shirley Chan
Acting City Engineer



Richard Chiu, Jr.
Director of Public Works



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Award Construction Contract for the Lawson Hall Roof Project

Recommended Action

Staff recommends City Council award a construction contract to Garland/DBS, Inc., of Cleveland, Ohio in the amount of \$204,734, for the Lawson Hall Roof Project and authorize the City Manager, or his designee, to execute all necessary contracts to complete the project.

Discussion

The City's adoption of the Comprehensive Annual Capital Budget included an appropriation of \$336,000 for the Lawson Hall Rehabilitation Project. The Lawson Hall Rehabilitation Project includes two components, the replacement of the roof covering and the exterior siding repair, and exterior painting.

The Lawson Hall Facility Condition Assessment dated 2017 noted that the roof covering is in poor to fair condition. Since 2017, the roof covering has further deteriorated and it currently shows signs of failure. Replacement of the roof now will prevent added repair cost that commonly occur when a roofing system fails.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, like those established by OMNIA Partners, while still adhering to the City's Municipal Code and adopted rules and procedures for the procurement of goods and services. By utilizing a cooperative purchasing program, the City can streamline the process of procuring goods and services. All contracts available through OMNIA Partners are competitively solicited and publicly awarded, using a competitive solicitation process consistent with applicable procurement laws and regulations. Daly City Public Works staff reviewed the specifications and bid documents provided by Garland/DBS, Inc., to ensure that they are compatible with the City's scope of services.

Fiscal Impact

Sufficient funding is available in the Lawson Hall Rehabilitation Project budget, account number 31-313-575, to cover the cost of the project and any potential change orders needed to complete the work.

Summary/Conclusion

Staff recommends City Council award a construction contract to Garland/DBS, Inc., of Cleveland, Ohio in the amount of \$204,734, for the Lawson Hall Rehabilitation Project and authorize the City Manager, or his designee, to execute all necessary contracts to complete the project.

Award Construction Contract for the Lawson Hall Roof Project

Meeting Date: April 8, 2024

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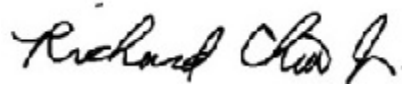
Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Jeffery Fornesi

Asst. to the Director of Public Works



Richard Chiu, Jr.

Director of Public Works

Attachment: Garland/DBS, Inc Proposal, No. 25-CA-240328



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Daly City
Lawson Hall
125 Accacia St
Daly City, CA 94014

Date Submitted: 03/11/2024
Proposal #: 25-CA-240328
MICPA # PW1925
CA General Contractor #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - 2-ply Modified Bitumen Roof Replacement (30 year warranty).

- 1.** Demo existing to wood plank deck.
- 2.** Loose lay red rosin.
- 3.** Nail base sheet of HPR Glasbase.
- 4.** Install (N) perimeter nailer to match height of (N) roof system.
- 5.** Adhere 2" polyisocyanurate insulation in type IV hot asphalt.
- 6.** Adhere 1/2" Densdeck in type IV hot asphalt.
- 7.** Install StressBase 80 base sheet in type IV hot asphalt.
- 8.** Install StressPly Plus FR mineral cap sheet in type IV hot asphalt.
- 9.** Coat w/ Pyramic Plus LO.
- 10.** Install associate kynar coated aluminum sheet metal and accessories.
- 11.** Includes replacement of one(1) powered kitchen fan in-kind.
- 12.** Includes replacement of one(1) acrylic skylight.
- 13.** Replace existing Shingles on west side of structure.
- 14.** Demo and abate wood plank siding directly above (N) roof to the corner of the building.
 - Install new siding in-kind prime and paint.
 - Work to be performed at both ends of the sloped roof.
 - Includes abatement of lead based paint.

Combined Proposal Price Based Upon Market Experience:	\$ 204,734
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Base Bid - 2-ply Modified Bitumen Roof Replacement

1 Stronger Building Services	\$ 204,734
2 Pioneer Contractors	\$ 214,523
3 San Francisco Roofing Services, Inc	\$ 276,698

**** Base Bid Price Includes Revoacable Allowance of \$3,000****

Stronger Building Services - Unforeseen Site Conditions:

Replace 10' piece, horizontal wooding siding	\$ 342.00	per 10' piece.
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777



City Council Agenda Report

Item # _____

Meeting Date: April 8, 2024

Subject: Award Construction Contract for City Hall Elevator Modernization and ADA Barrier Removal Project

Recommended Action

Staff recommends City Council award a construction contract to Otis Elevator Company of Sunnyvale, CA in the amount of \$446,250, for the City Hall Elevator Modernization and ADA Barrier Removal Project and authorize the City Manager, or his designee, to execute all necessary contracts to complete the project.

Discussion

The City Hall elevator was installed in 1977. Since that time, no major improvements have been made to the elevator. An elevator of this type has a manufacture suggested lifespan of 25-30 years. In 2020, the City completed an ADA Self-Evaluation Assessment of City Hall. Within the report several ADA barriers were found within the City Hall elevator, with the most significant ADA barrier being the elevator cab size does not meet the minimum standards. With City Council's approval of this project the ADA barriers identified within the elevator will be resolved and the new elevator will be ADA compliant as well as being more reliable.

The City's purchasing policy and state contract code typically requires the City to obtain competitive bids for projects of this size and scope. However, elevator maintenance, repair, and construction are highly specialized and there are only a few contractors who do this work in the local area. Since all elevator contractors typically have long term maintenance agreements with their customers, each elevator contractor will typically only perform upgrades and repairs to elevators they currently are in contract to maintain. Elevator contractors will typically only bid against each other for new construction of elevators.

The City's current elevator maintenance contractor is Otis Elevator. Otis Elevator has provided a quote for the City Hall Elevator Modernization and ADA Barrier Removal Project. Public Works staff contacted Star Elevator, one of Daly City's former elevator maintenance contractor to obtain a competitive quote, however Star Elevator declined to provide a quote because they did not have a maintenance contract with the City Daly. For this reason, staff is recommending awarding a sole source contract to Otis Elevator for the City Hall Elevator Modernization and ADA Barrier Removal Project

Fiscal Impact

Sufficient funding is available for the City Hall Elevator Modernization and ADA Barrier Removal Project in account number 31-313-875, to cover the cost of the project and any potential change orders needed to complete the work.

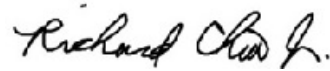
Summary/Conclusion

Staff recommends City Council award a construction contract to Otis Elevator Company of Sunnyvale, CA in the amount of \$446,250, for the City Hall Elevator Modernization and ADA Barrier Removal Project and authorize the City Manager, or his designee, to execute all necessary contracts to complete the project.

Respectfully submitted,



Jeffery Fornesi
Asst. to the Director of Public Works



Richard Chiu, Jr.
Director of Public Works

Attachment: Otis Elevator Proposal Number F7TC4438/02

OTIS

HydroAccel™

Otis HydroAccel™ Hydraulic Control System

3/6/2024

CUSTOMER NAME

City of Daly City - City Hall
Attn: Kris Carr
501 Citrus Ave.
Daly City, CA 94014

Otis Elevator Company

470 Lakeside Drive, Ste. D
Sunnyvale, California, 94085

PROJECT LOCATION

City of Daly City – City Hall
333 90th Street
Daly City, California, 94015

PROPOSAL NUMBER

F7TC4438/02

We propose to furnish labor and material to provide a microprocessor based HydroAccel control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

Group 1

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
811960	2500	125

TRAVEL, STOPS & OPENINGS

The present travel, stops and openings of the elevators will be retained as follows:

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
3	Yes	No	0 ft 0 in 0
2	Yes	No	17 ft 9 in 0
1	Yes	No	12 ft 6 in 0

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE

license and subscription agreement and additional annual subscription fee of \$15/mo., which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Prime Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208V_60HZ, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroAccel control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided. It will be of the same power requirement and starting configuration as presently exists.

NEW PUMP MOTOR

The existing motor will be replaced with a motor that is of the same power characteristics and starting configuration as presently exists.

POWER UNIT

NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

RETAIN INTERLOCKS

The present interlocks will be retained. A thorough examination will be made of the interlocks. All replacement components will be the original manufacture replacement parts or equal.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

New hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

New hoistway operating devices shall be installed.

RETAIN CAR GUIDES

The existing car guides shall be retained.

NEW CAR INTERIOR

The existing cab interior shall be modified to meet minimum ADA requirements. The rear cab wall will be moved to the edge of the existing platform structure while maintaining the necessary running clearance in the hoistway. A new elevator car interior shall be provided. An allowance for a standard cab interior with #4 brushed stainless steel panels and a stainless steel, suspended ceiling is included with the base price.

NEW FLOORING (Work By Others)

New flooring will be required following cab enlargement and shall be installed by others under the supervision of a licensed elevator mechanic. Otis will include (1) day of standby time to supervise the installation of new flooring material.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.

- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination.

NEW COMBINATION HALL LANTERN/POSITION INDICATOR

Combination hall lantern/position indicators shall be installed at: Group 1/Unit 1 Front: 1, 2, 3, landing(s).

Section 8



HEALTH PRODUCTS

No Health Products Specified

Section 9



WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit

ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0", or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and

classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of \$2,500.00. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount no less than 75% prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling fifty percent (50%) of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.

- Otis does not accept credit cards as a form of payment.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: \$446,250.00			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	50	\$ 223,125.00
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project "Material Delivery Payment"	25	\$ 111,562.50
Due within 30 Days from substantial completion of each elevator.	Installation labor "Labor Progress Payments"	25	\$ 111,562.50

DOWN PAYMENT (OPTION)

☐ DISCOUNT SCHEDULE

- **Pre-Payment Discount** - Otis will offer the below discount schedule for larger pre-payment amounts:
 - o **75% Pre-Payment** 2% discount off base bid
 - o **90% Pre-Payment** 3% discount off base bid

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 20 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5 weeks per car. All work will be performed during our regular working hours of our regular working days.

SCHEDULE

If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

Work By Others

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

Section 11



ADDITIONAL SCOPE - INCLUDED

Underground Hydraulic Cylinder Replacement

Remove the existing underground hydraulic cylinder, piston and cylinder head and replace with a new double bottom design cylinder with sealed PVC encasement, new piston, and new cylinder head.

Benefits:

- Eliminate liability associated with potential injury/death caused by catastrophic cylinder failure resulting from undetected pinhole leaks in the cylinder
- Eliminate liability associated with potential environmental damage caused by oil leaking from pinhole(s) in the buried cylinder
- Eliminate risk related to the continued use of the unsafe single bottom cylinders
- Eliminate possibility of corrosion/electrolysis of the existing buried cylinder from naturally occurring minerals in the ground and groundwater
- Warranty of up to twenty (20) years on product and workmanship defect.

General Scope Description and Provisions:

The new cylinder being proposed for installation is a sealed, double-bottom, PVC-protected design, which offers protection from corrosion, as well as permitting monitoring and evacuation of liquids to ensure the cylinder does not come in contact with water. This design will also help contain oil in the unlikely event of a cylinder leak. The sealed PVC protection can help protect your property against possible environmental contamination and associated clean-up costs and penalties.

In certain cases, the installation of the sealed PVC design cylinder may require significant additional work. Such situations include:

1. When an existing well casing must be removed in order to achieve the proper clearance for the installation of the sealed PVC cylinder.
2. When such an installation would require modifications to the building or hoist way (i.e., the required drill rig does not fit in the building through an existing entrance or implies the need to move the existing rails).

The scope of work will include the following:

- Secure the elevator cab at the top floor
- Remove the existing piston
- Remove the existing cylinder and liner
- Re-drill the existing cylinder hole and prepare it for installation of a new PVC-encased cylinder

- Install A17.1-compliant PVC cylinder, type 1, grade 1 CPVC-1120, specifically designed for underground use
- Install a new double bottom cylinder with sealed PVC encasement and safety valve
- Plumb the cylinder to the vertical
- Install a new cylinder head
- Install new piston
- Install new packing
- Install new buffer springs
- Install new shut-off valves in the pit and in the machine room
- Install new rupture valve
- Perform a full load safety test
- Assist the State of California Dept. of Industrial Relations elevator Inspector in their inspection
- Return the elevator to service

New Cylinder and Sealed PVC Protection Warranty:

The cylinder and sealed PVC protection used for this project is warranted against product and installation defect for the duration of your uninterrupted Otis full-coverage maintenance agreement, up to twenty (20) years.

Clarifications:

1. Removal of Cylinder and Casing (if existing): There will be an additional cost of \$550.00 per hour to remove existing cylinder if site conditions prevent its removal within twenty-four (24) working hours.
2. Rock Clause" -- Cylinder Well Hole Drilling: There will be an additional cost of \$500.00 per hour (driller) plus Mechanic crew standby costs, as applicable, at Otis's discounted rate of \$550.00 per hour, to drill the new hole if site conditions (such as rock, water or other unanticipated conditions) prevent completion of the hole drilling within twenty-four (24) drilling hours.
3. Well Casing: In unique cases, it may be necessary to install a well casing to prevent the collapse of the drilled hole. As this occurrence is not typical, the cost for a well casing has NOT been included in this proposal. Should a well casing be required, you will be notified and a change order will be submitted for the additional cost to install it.
4. Installation, Alignment and Vertical Plumbing of New Cylinder: This proposal's price includes forty (40) straight time crew hours per elevator to insert and set the new PVC outer casing and steel piston cylinder. Should the time to perform this function exceed forty (40) straight time crew hours per elevator, the additional time will be billed at \$550.00 per hour.
5. Spoils (Mud) Removal: The spoils (mud) generated during the completion of this project (primarily during the drilling phase) must be removed from the site. The spoils may or may not be contaminated, the contamination being attributed to the existing ground soil condition, oil introduced from a leak in the underground cylinder, or both.

The removal of contaminated soil and drilling spoils must be performed by certified, authorized agents whose methods and processes are compliant with existing hazardous waste transportation and disposal laws.

The removal and recycling of the spoils (mud) is included in this proposal for (8) 55-gallon drums. Any additional drums that need to be removed and recycled will be at the additional charge of \$455.00 per properly sealed 55-gallon drum. The removal of oil and/or contaminated spoils is NOT included in this work.

The building owner (or agent) assumes responsibility for the proper removal of oil and/or contaminated spoils associated with the replacement of the piston/cylinder. The legally required manifest describing removed spoils will be provided upon completion of this work. Otis will provide assistance coordinating the scheduling of the spoils removal, as necessary. Below is the name and phone number of a certified spoils removal company for your use. Other certified, authorized companies may also be used, at your discretion.

K.M. McRae
238 Esther Ct.
Hayward, CA
John McRae: (510) 537-6539

Where conditions require it, we will provide protection for floors, walls and the elevator entrances for the normal activities associated with this work. Building protection associated with special or unusual drilling or excavation procedures is the responsibility of the building owner.

This proposal is based on the building owner agreeing to provide the following:

- Electric power for light, tools, hoists, welding, drilling rig, etc. required for the duration of this project.
- Full access to the work area for professionals completing this work during the agreed-upon work hours for the duration of the project.
- On-site storage (clear and in close proximity to the work area) for materials associated with the completion of the project, including cylinder, piston, oil, tools, etc. during the project.
- Permits required for the use of welding and gas-burning and cutting in the elevator hoist way.
- Deactivation and reactivation of all fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the procedures required to complete this work.
- Cylinder manufacturing 14 -18 weeks from signed proposal.

Some things to keep in mind with this being an occupied building:

- 1) The entire duration of the Cylinder work is noisy (especially when the driller is onsite)
Normal working hours: 7AM-3:30PM
- 2) Storage / parking spaces are needed for the crew for the duration of the project. These spaces need to be in close proximity to the Elevator and cannot be in a far-off space such as the loading dock.
- 3) The area around the Elevator will need to be blocked off and will impact the amount of space available for the tenant parking in the proximity.

Electrical and Fire Alarm Upgrades

Otis will subcontract Muscio Electric Provide and install the following electrical and Fire Alarm work as required for elevator modernization.

The scope of work will include the following:

- Replace elevator disconnect with new lockable fused type with aux switch.
- Conduit and wire from elevator disconnect to new elevator equipment, with equipment ground wire from distribution panel.
- Necessary 120v circuits.
- One fused disconnect for car light.
- Add protective lighting in the machine room.
- Add g.f.i. type outlet in the machine room.
- Install switch, Nema 4 caged lighting fixtures and g.f.i. type outlet as required in elevator pit area.
- Like for Like Fire Alarm replacement
- Fire Alarm devices for elevator recall
- Electrical permit for above work.
- Assistance for State and Local AHJ inspections.

Clarifications:

- Above work will be installed with surface EMT conduit.
- Above work will be performed during normal working hours with free and clear access.

Exclusions:

- Installation of an access door at top of hoistway
- Shunt trip
- Painting and Patching

BASE PRICE	\$446,225.00
	Four Hundred Forty-Six Thousand Two Hundred and Twenty-Five Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of \$223,125.00

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Alexandra Busse

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others.

except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.