

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, December 9, 2024 - 7:00 PM

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

To watch the live telecast:

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

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:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

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.

APPROVAL OF MINUTES:

1. Regular Meeting of November 25, 2024

APPROVAL OF AGENDA:

2. Regular Meeting of December 9, 2024

ORAL COMMENT:

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:

3. Authorize the City Manager to Execute a Professional Service Agreement with Swinerton Management & Consulting for the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project
4. Amendment to Professional Services Agreement with Swinerton for Project Management and Construction Support Services for Various Projects
5. Setting Time and Place for a Public Hearing to Consider a General Plan Amendment GPA-11-22-015959, Zone Change ZC-1-22-015960, Use Permit UPR-11-22-015962, and Design Review DR-11-22-015961, and Development Agreement, Allowing the Construction of a Battery Energy Storage System and Transmission Line Connection at 2150 Geneva Avenue
(Set Hearing: 1/27/25)
6. Consider Partnership with Thornton High School at the Pacelli Event Center
7. Authorize the City Manager to Execute a License Agreement with Westlake School for Performing Arts for the Use of Certain Portions of the Doelger Art Center (200 Northgate Avenue, Daly City, CA)
8. Authorize the City Manager to Execute a Temporary License Agreement with The Olympic Club for the Use of the Parking Lot at Doelger Art Center (200 Northgate Avenue) and the Use of the Parking Lot and Field at Westlake Park (145 Lake Merced Boulevard)

END OF CONSENT AGENDA

PUBLIC HEARINGS:

9. Public Hearing on Community Development and Housing Needs

STAFF: Lenelle Suliguin

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

10. Public Hearing - Proposed Ordinance Adding Chapter 2.60 - Women's Commission

STAFF: Leilani Ramos

RECOMMENDATION: Open/Close Hearing
Motion for City Attorney to Read by Title Only
Councilmember Introduce Ordinance

AWARD OF BIDS/CONTRACTS:

11. Award a Construction Contract for the Daly City, Doelger Art Center Roofing and HVAC Replacement Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

12. Award Construction Contract for the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

ORDINANCES:

13. Second Reading, Ordinance No. 1478, Repealing and Replacing Chapter 3.12 of the Daly City Municipal Code Re: Purchasing

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

14. Council Committee
15. City Council
16. Staff

ADJOURNMENT:

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MINUTES – REGULAR MEETING – CITY COUNCIL
NOVEMBER 25, 2024

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

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
Teresa G. Proaño
Glenn R. Sylvester

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

PRESENTATIONS:

Proclamation - Holy Angels 5th Grade Volleyball Team
(Coaches: Jameyline Pagmanua and Ilse Campos)

APPROVAL OF MINUTES:

Special Meeting of November 12, 2024

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried to approve the minutes of November 12, 2024.

APPROVAL OF AGENDA:

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

ORAL COMMENT:

Renee Ananda, resident, voiced concerns regarding the construction at St. Francis Square and the negative impacts to adjacent homes including Ananda's. Ananda requested to have measures to mitigate the visual impacts of a wall with significant height that is being built on the site.

The following residents requested establishing a 4-way stop at the intersection of Zita Manor and Eastmoor Avenue, or at least investigate the flow of traffic at the intersection. Residents spoke about the unsafe conditions caused by the lack of stop signs at the intersection, noting pedestrians not being able to cross safely, multiple near misses, drivers not being able to make turns safely due to lack of visibility, and drivers speeding through traffic. Others mentioned new developments in the area causing an increase in traffic.

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.

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Yelena Barer
Raja Kawas

Marian Sekki
Don Suki

CONSENT AGENDA:

It was moved by Mayor Manalo, seconded by Councilmember Proaño and carried to approve the consent agenda with the exception of items #4 and #8, which were pulled for discussion.

Resolutions:

Fiscal Year 2024 Annual Report on Collection and Use of Developer Public Facility Fees

Assistant Director of Finance and Administrative Services Amanda Halbur provided the staff report and addressed questions on the use of Developer Public Facility Fees and fund projections.

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

Resolution 24-170, Approving Fiscal Year 2024 Annual Report On Collection And Use Of Developer Public Facility Fees

Authorize the City Manager to Execute Professional Services Contract with Maze & Associates for Independent Audit Services

Resolution 24-171, Authorizing A Professional Services Agreement With Maze And Associates For Independent Auditing Services For Fiscal Years 2025, 2026 And 2027

Consider Partnership with the Pilipino Bayanihan Resource Center for the 'Handog 2024: Concert for a Cause' at the Pacelli Event Center

Resolution 24-172, Approving A Partnership With Pilipino Bayanihan Resource Center For A 'Handog' At The Pacelli Event Center

Consider Partnership with Pacific Islands Together for the Pickleball Tournament Toy Drive

Resolution 24-173, Approving A Partnership With Pacific Islands Together For The Pickleball Tournament Toy Drive

Set Time and Place of Public Hearing - Proposed Ordinance Adding Chapter 2.60 - Women's Commission (Set Hearing: 12/9/24)

Assistant to the City Manager Leilani Ramos provided the staff report. The Council discussed the following matters in relation to the proposed item - potential costs, staff member(s) who will be supporting the commission, a request for an ad hoc committee meeting report, how commissioners will be appointed, and the need for a commission that provides equity and represents women's voices.

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

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Resolution 24-174, Setting Time And Place Of Public Hearing For Proposed Ordinance Amending Title 2, Adding Chapter 2.60 Re: Women's Commission

Check Registers:

Check Registers for the Month of October 2024

END OF CONSENT OF AGENDA

PUBLIC HEARINGS:

Proposed Increase in Development Impact Fees (AB1600)

Assistant Director of Finance and Administrative Services Amanda Halbur provided the staff report to accept the Development Impact Fee Justification Study and approve the proposed changes to the City's Development Impact Fees. Richard Ruiz, DTA Consulting, provided information on which fees need to be updated and the Impact Fee Justification Study.

Staff and Richard Ruiz addressed questions on the following: the proposed fee increases, how the fees were calculated, how the City's fees compare with other jurisdictions' fees, the proposed impact fees for hotels, whether current developments will be affected by the new rates, whether the new fees will apply to remodeling existing units, whether developers are responsible for infrastructure fees, whether there will be any assistance for new backflow regulations, how City zones were determined, and whether the fee increases can be phased in over a period of time.

It was moved by Mayor Manalo, seconded by Councilmember Sylvester and carried to open the public hearing. There were no public comments.

It was moved by Councilmember Sylvester, seconded by Vice Mayor Daus-Magbual and carried to close the public hearing.

The Council discussed whether the fees should be phased in over time and whether hotel impact fees should be considered separately. Staff provided clarification on using the phase-in approach. Richard Ruiz addressed concerns on the hotel impact fee and how the nexus fee study compares with other cities.

Mayor Manalo made an amendment to approve the proposal with the exception of hotel development impact fees which will be considered by the Council at a later date.

It was moved by Vice Mayor Daus-Magbual, seconded by Mayor Manalo and carried by unanimous roll call vote to adopt the resolution, as amended.

Resolution 24-175, Approving Proposed Increases to Development Impact Fees

Amendment to the City's Purchasing Ordinance and Adoption of Purchasing Policy

Director of Finance and Administrative Services Tim Nevin provided the staff report to update the City's purchasing guidelines including increasing the amount limit for purchases requiring a Purchase Order, and increasing the amount limit for purchases requiring City Council approval.

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Staff addressed questions on the calculations related to the purchasing limits of other cities, how often the purchasing authority will be brought to the Council for their consideration, and changes to the purchasing limits.

It was moved by Councilmember Sylvester, seconded by Councilmember DiGiovanni and carried to open the public hearing. There were no public comments.

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

It was moved by Mayor Manalo, seconded by Vice Mayor Daus-Magbual and carried for the City Attorney to read the ordinance by title only.

Mayor Manalo acknowledged Councilmember Sylvester's amendment in the ordinance language for the purchasing limit to be set by percentage based on the City's budget.

Mayor Manalo introduced the following ordinance:

Ordinance 1478, Repealing And Replacing Chapter 3.12 Of The Daly City Municipal Code Re: Purchasing

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

Resolution 24-176, Adopting Daly City Purchasing and Policy Procedures

RESOLUTIONS:

Adopt the Ramaytush Ohlone Land Acknowledgement Resolution

Assistant to the City Manager Leilani Ramos provided the staff report for a resolution to honor the Ramaytush Ohlone who are the original peoples of the San Francisco Peninsula. Staff worked with the Ad Hoc Committee comprised of Mayor Manalo and Vice Mayor Daus-Magbual to draft a Land Acknowledgment statement, and worked with the Association of the Ramaytush Ohlone to finalize the Land Acknowledgement.

The following Land Acknowledgement is intended to be read aloud at the start of each City Council meeting: *"The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples."*

Gregg Castro, Culture Director of the Association of the Ramaytush Ohlone, expressed appreciation for the land acknowledgement which acknowledges the history of the place and accepted the honor on behalf of his people. The Council provided Castro information on potential collaborations with the City. Castro discussed how Native peoples are identified in California versus how Native peoples identify themselves.

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

Resolution 24-177, Adopting The Ramaytush Ohlone Land Acknowledgement

Appoint Representative to the Board of Trustees of the San Mateo County Mosquito & Vector Control District

Assistant to the City Manager Leilani Ramos provided the staff report to appoint a representative to serve a 2-year term or a 4-year term to the San Mateo County Mosquito & Vector Control District Board. Currently, Councilmember Sylvester represents the City on the board, with term expiring on December 31.

It was moved by Mayor Manalo, seconded by Councilmember DiGiovanni and carried by the following roll call vote to appoint Councilmember Sylvester to the Board of Trustees of the San Mateo County Mosquito & Vector Control District for a 4-year term, and adopt the resolution.

Resolution 24-178, Appointing A Representative To The Board Of Trustees Of The San Mateo County Mosquito & Vector Control District

Councilmember Sylvester thanked his colleagues for their vote. Sylvester spoke about the knowledge he has gained over the last six years on the board, the relationships he has developed through the board, and the resources he has been able to gather from the board and share with the City.

REPORTS:

Council Committee

Land Acknowledgement Ad Hoc Committee (Manalo/Daus-Magbual)

Mayor Manalo reported on meeting with Vice Mayor Daus-Magbual, City Manager Piccolotti and Assistant to the City Manager Ramos to discuss the land acknowledgement, emphasized the importance of recognizing that we are on Ohlone land, and looked forward to working with the community – a community that believes in equity and inclusion. Vice Mayor Daus-Magbual expressed appreciation for staff for their work on the land acknowledgement and for receiving feedback from the Ohlone people.

San Mateo County Mosquito & Vector Control District (Sylvester)

City/County Association of Governments (C/CAG) (Daus-Magbual)

Peninsula Clean Energy (PCE) (Daus-Magbual)

City Council

Mayor Manalo reported attendance at the following events: Manufou Liaiga-Anoa'i's last meeting with the Jefferson Elementary School District, concurrent with her retirement from the school board; Serramonte Center's Christmas ceremony entitled Enchanted Forest; Community Engagement Day with the Small Business Commission which gave small businesses a platform to give feedback and referred to creating a City resolution to support small local businesses; Project Read's Trivia event in South San Francisco to support reading and literacy in the County; the Just Between Friends event at the

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Cow Palace to help families sell gently-used kids items, acknowledging Daly City Fire and Police, the Human Services Agency and the Highway Patrol for their participation; the US Ilocano National Association event, where Manalo was invited to be an inspirational speaker; Faith in Action Bay Area's event to hear community members' concerns; a meeting with The Voice contestant Sofronio Vasquez during their visit to the Bay Area; and the event by APAPA (SF) and AAA to honor Asian American leaders in the Bay Area, with a performance by The Jets. Manalo congratulated the Fire Department on their win in the basketball game against the Police Department. Manalo reported on upcoming events: an occasion to thank all the Daly City Commissioners who volunteer their time with the City on December 2; the regular City Council meeting on December 9; the City Council Reorganization meeting on December 16; the pickleball tournament with Pacific Islanders Together on December 14; and the Handog event to support those affected by the typhoon in the Philippines by Pilipino Bayanihan Resource Center on December 16. Manalo thanked staff for all their work and City Manager Piccolotti for his leadership, and wished everyone happy holidays.

Councilmember Proaño recognized the Small Business Commission's Community Engagement Day event where small businesses were given a forum to voice their concerns.

Councilmember DiGiovanni reported attendance at the following events: the Community Engagement event with the Small Business Commission, acknowledging the commissioners for their engagement; Serramonte Center's Enchanted Forest celebration, recognizing Marie Villarosa's vision for the event; the basketball game between the Police and Fire Departments to support the Build a Dream Scholarship fund, acknowledging Recreation Director Brown and staff member Gina Magagnini. DiGiovanni wished everyone a happy Thanksgiving.

Staff

City Manager Piccolotti acknowledged and commended the crews from Police, Fire, Public Works, Streets, Parks, Maintenance, and Water and Wastewater for their work and preparedness during the recent storms. Piccolotti encouraged everyone to support the Recreation Department's Build a Dream holiday tree lot located at Westlake Park, which will be open from November 30 through December 20.

ADJOURNMENT:

Mayor Manalo adjourned the meeting at 10:23 PM in memory of Peter "Uncle Pete" Jamero and Ester Goce Tintiangco.

Approved as submitted, this 9th

day of December, 2024.

Juslyn C. Manalo
Mayor

City Clerk



City Council Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Authorize the City Manager to Execute a Professional Service Agreement with Swinerton Management & Consulting for the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an agreement and any amendments, in an amount not to exceed \$310,200, for professional services with Swinerton Management & Consulting of San Francisco, California, to provide construction support services for the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project.

Background

In October 2024, City Council awarded a construction contract to VSS International, Inc. of West Sacramento, California, in the amount of \$3,516,784.75 for the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project.

The project include slurry sealing approximately 12.5 miles of City streets in the Skyline Drive area. The Westmoor Avenue and Westridge Avenue Intersections Quick Build Project will install striping to channelize vehicular traffic to improve pedestrian crossings along Westmoor Avenue from Avalon Drive to Southgate Avenue and along Westridge Avenue from Skyline Drive to Southgate Avenue.

The purpose of the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project is to extend the useful life of the pavement and install traffic striping, pavement markings and new painted curb extensions along Westmoor Avenue and Westridge Avenue to enhance pedestrian crossing at designated intersections along the two corridors.

Discussion

Staff released a Request for Proposals (RFP) for construction inspection services on October 16, 2024 to nineteen firms from the City's 2023 General Engineering Services short list with expertise in construction inspection and observation. Proposals were received from six firms on November 6, 2024 and a panel consisting of staff from the Public Works Department evaluated the proposals on their technical merits. Swinerton Management & Consulting ranked first and is recommended for the project based on their experience and qualifications.

Fiscal Impact

The professional services agreement with Swinerton Management & Consulting provides for a not-to-exceed amount of \$282,000. An additional \$28,200 (10%) is needed for contingency which brings the total cost to \$310,200.

**Authorize the City Manager to Execute a Professional Services Agreement
for the Skyline Slurry Seal & Westmoor Ave/Westridge Ave Intersections Quick Build Project
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Sufficient Funds are available in the Transportation Fund Project Account 17-312-620 – Skyline Slurry Seal to fully fund the professional services contract.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement and any amendments, in an amount not to exceed \$310,200, for professional services with Swinerton Management & Consulting of San Francisco, California, to provide construction support services for the Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersections Quick Build Project.

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

Respectfully submitted,



Erick Reyes
Engineer I



Richard Chiu, Jr.
Director of Public Works

Attachments: Swinerton Management & Consulting Professional Services Agreement

**AGREEMENT WITH SWINERTON MANAGEMENT & CONSULTING
FOR CONSTRUCTION INSPECTION AND SUPPORT 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 SWINERTON MANAGEMENT & CONSULTING SWINERTON MANAGEMENT & CONSULTING, a California S-Corporation ("CONSULTANT"):

Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107

R E C I T A L S :

A. CITY desires certain construction support services hereinafter described as the construction inspection and support services for CITY OF DALY CITY SKYLINE SLURRY SEAL & WESTMOOR AVENUE AND WESTRIDGE AVENUE INTERSECTION QUICK BUILD.

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

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from SWINERTON MANAGEMENT & CONSULTING dated November 6, 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 two hundred eighty-two thousand and zero cents (\$282,000).

SECTION 6 – TERMINATION

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

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

SECTION 7 - OWNERSHIP OF DOCUMENTS

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

SECTION 8 - INDEPENDENT CONTRACTOR

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

SECTION 9 - CONFIDENTIALITY

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

SECTION 10 - INTEREST OF CONSULTANT

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

SECTION 11 – USE OF SUBCONSULTANTS

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

SECTION 12 - CONSULTANT'S STATUS

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

SECTION 13 – SB 1383 COMPLIANCE

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

SECTION 14 - INDEMNITY

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly

or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnatee.

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

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

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

SECTION 15 - INSURANCE

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SECTION 16 - NONASSIGNABILITY

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

SECTION 17 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

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

SECTION 18 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or

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

SECTION 19 – SEVERABILITY

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

SECTION 20 - COSTS AND ATTORNEY FEES

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

SECTION 21 - NON-DISCRIMINATION

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

SECTION 22 - MEDIATION

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

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

SECTION 23 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in

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

SECTION 24 - NOTICES

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

To CITY: Richard Chiu, Jr. Director of Public Works
City of Daly City, Engineering Division
333 90th Street
Daly City, CA 94015

To CONSULTANT: Jeffrey S. Gee, AIA
Swinerton Management & Consulting
260 Townsend Street
San Francisco, CA 94107

SECTION 25 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

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

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

SECTION 26 – AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 27 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of

litigation, venue will be in the County of San Mateo.

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

CITY OF DALY CITY

CONSULTANT

Swinerton Management & Consulting

Thomas J. Piccolotti
City Manager



Jeffrey S. Gee, AIA
Principal-In-Charge

APPROVED AS TO FORM

Rose Zimmerman
City Attorney

EXHIBIT “A”



NOVEMBER 06, 2024

CITY OF DALY CITY SKYLINE SLURRY SEAL & WESTMOOR AVENUE AND WESTRIDGE AVENUE INTERSECTION QUICK BUILD

Proposal for
Construction Inspection/Support Services

TABLE OF

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06 COST PROPOSAL AND HOURLY BILLING RATES

SENT UNDER SEPARATE COVER

LETTER OF TRANSMITTAL

01



260 Townsend St
San Francisco, CA 94107
415.421.2980

swinertonmc.com
CA Lic. No 993242

November 6, 2024

Mr. Erick Reyes, Engineer I
City of Daly City - Engineering Division, Public Works Department
333 90th Street
Daly City, CA 94015

**Re: Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersection Quick Build Project
Proposal for Construction Inspection / Support Services**

Dear Mr. Reyes:

Swinerton Management & Consulting (Swinerton) is pleased to present our Proposal to the City of Daly City for Construction Inspection / Support Services for Skyline Slurry Seal & Westmoor Avenue and Westridge Avenue Intersection Quick Build Project. Our team has achieved a high level of success providing quality project management services and inspections services to public agency clients by creating and maintaining a highly collaborative team environment with all project stakeholders. It is this experience, depth of resources, integrity, and transparency that our team promises to bring to you.

Our Project Manager, Srushti Vaghela, will lead the Swinerton team and serve as your primary point of contact. Jonathan Haworth will be your primary construction inspector, with Srushti filling in, as needed, as back up inspector. Jonathan and Srushti have supported several cities on their on-call assignments for many years and have a very good understanding of City policies, processes, and procedures. They both bring public works expertise and highly relevant experience to the City's on-call program, including, but not limited to expertise with sewer, water, roadways, pavement, curbs and gutters, sidewalk improvements, utility undergrounding, bicycle and pedestrian pathway improvements, traffic signal installation, ADA improvements, storm drain improvements, landscape, and park improvements.

We acknowledge there were zero addenda issued for this RFP.

As Vice President and Division Manager, I have the authority to negotiate and execute a contract on behalf of Swinerton. Additionally, I will ensure that our Project Team is supported with all the resources they need to meet and exceed the City's requirements. Should you have any questions or desire any additional information, please contact me on my mobile at 650.483.7412 or by email at jgee@swinerton.com.

Very truly yours,

Jeffrey S. Gee, AIA
Vice President & Division Manager | General Manager

ACKNOWLEDGEMENT OF ADDENDA

02

02 / ACKNOWLEDGEMENT OF ADDENDA

ACKNOWLEDGEMENT OF ADDENDA



Swinerton Management & Consulting acknowledges there were no addenda published for this RFP.

FIRM PROFILE AND PROJECT TEAM

03

03 / FIRM PROFILE AND PROJECT TEAM

FIRM PROFILE AND PROJECT TEAM

Trusted Partner

The Swinerton Family of Companies, established in 1888, has remained a forward-thinking company operating on accountability and Integrity. Throughout the years, the Company has established its identity and reputation for high quality construction and professional services, integrity, customer satisfaction, financial stability and project team excellence. The family spirit and values of the Swinerton Companies has been the keystone of our successful 136-year history. These values are still apparent, having provided a consistent theme to successive generations of management, and are deeply embedded in the culture of the Company today.

Clients benefit from the continuity of knowledge and experience represented by the many employees who have lengthy tenure with the company. Our coast-to-coast geographic reach and diversity of talent further solidifies the value we deliver to our clients.

Delivering Professional Services is Not Just What We Do; It's Who We Are

As construction projects became increasingly more complex and expensive, clients found it imperative to ensure their projects were better planned, designed and executed. Swinerton responded to those needs in 1994 by consolidating all Program and Construction Management and Consulting services into one Division. This Division has evolved into Swinerton Management & Consulting (Swinerton).

As a 100% employee-owned company, pride of ownership drives us to deliver innovative solutions that go beyond the expected. Our seamless integration into the greater project team maintains transparency, communication, and quality. Every day we earn our stripes because we thrive on making things better than before for every client and opportunity.

Clients and project partners gain peace of mind through our collaborative collection of ideas, solutions and problem solving efforts with all team members contributing their collective knowledge and understanding to every project. Our open and intentional communication, intensive planning and diligent execution drive our teams to excellence.

Swinerton Core Values



Ownership

As employee-owners, we take full responsibility for the long-term success of our organization.



Integrity

We say what we mean and mean what we say. If we make a promise, we keep it. It's that simple.



Leadership

We are committed to best-in-class, innovative and proactive solutions for our clients. We are proud to lead the way for our clients, industry, and communities.



Passion

100% employee-owned, we are relentlessly driven, accountable, and enthusiastic in the pursuit of perfection. Building is not just what we do, it's who we are.



Excellence

If we do something, we do it right. We are our own toughest critic. We use our intelligence and ingenuity to exceed expectations.

Corporate Statistics

Parent Company: Swinerton, Inc.

136 Years in Business | Est. 1888 | CA Lic. No. 92

Legal Name: Swinerton Builders dba Swinerton Management & Consulting

30 Years in Business | Est. 1994 | CA Lic. No. 993242

Legal Entity: Corporation

Firm Officers: Mr. David Callis, Chairman of the Board, President

Mr. Donald Adair, Executive Vice President

Mr. Scott Conrad, Executive Vice President

Mr. Ray Haj, Executive Vice President, Co-Chief Operations Officer

Mr. Timothy Kretzschmar, Executive Vice President, Co-Chief Operations Officer

Mr. Bradley Peterson, Executive Vice President, Chief Financial Officer

Ms. Lauren Nunnally, Executive Vice President, Chief Administrative Officer

Ms. Sheri-Ann Murphy, Senior Vice President, Secretary

Address of Firm Headquarters:

2001 Clayton Road | 6th and 7th Floors
Concord, CA 94520

Current Number of Employees: 4,200

Federal ID #: 91-181-0375

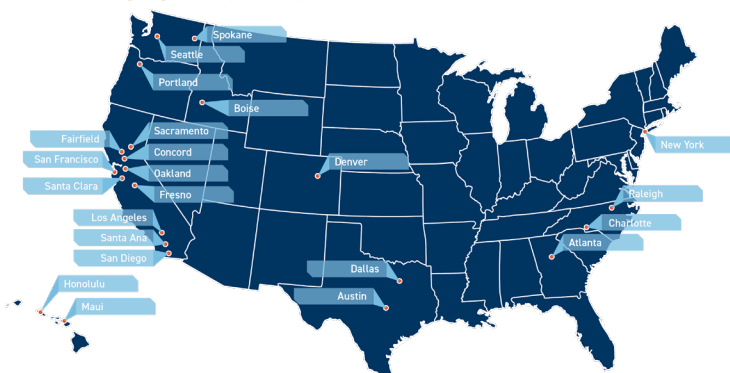
Ownership: 100% Employee Owned

Types of Businesses:

Program, Project, Construction Management Services and General Contracting

List of Contracts Terminated in Last Three Years: None.

Swinerton has been in partnership with the small and disadvantaged business community throughout the years, averaging 30% participation.



Proposed Project Team

JEFFREY GEE, AIA | PRINCIPAL-IN-CHARGE

Mr. Gee has over 35 years of experience leading and directing design, construction and development projects in the public sector and is a licensed Architect. Mr. Gee has provided senior leadership management on over \$1.8 billion of projects in the Bay Area. Mr. Gee is a strategic problem-solver and clear communicator, who has developed strong working relationships with various state and local agencies, utility companies and consultants. He will ensure that our team has all the resources of the Swinerton family of companies available in the successful delivery of this project.

JONATHAN HAWORTH, CMIT, ICC | SENIOR CONSTRUCTION INSPECTOR

Mr. Haworth has over 20 years of experience in construction management and inspection in both private and public sectors. His experience includes major public works, infrastructure and building projects. He will provide daily onsite inspections and ensure contract compliance, including quality construction, traffic control, public access, and safety measures. Mr. Haworth is an ICC Certified Commercial Combination Inspector who has recently completed several infrastructure projects for the Cities of Albany, Richmond, and Concord. Projects included pavement rehabilitation, concrete improvements, storm drain improvements, traffic signal modifications, and fiber optic cable installation.

SRUSHTI VAGHELA, CMIT | PROJECT MANAGER

Ms. Vaghela brings over seven years of construction management experience. She has experience with planning, design and construction of infrastructure projects and has a proven track record of managing projects of similar type and scale. Ms. Vaghela is a skilled communicator who fosters cooperative relationships with clients and technical professionals. She is adept at anticipating and resolving issues with a 'big picture' perspective. As your Project Manager, she will oversee the project team and be responsible for project delivery and be your primary point-of-contact for our Team, support Mr. Haworth with inspection services, and ensure the success of your project.

Team Commitment

As a consultant to Owners, Swinerton takes immense pride in providing staff that shows up in the proposal, at the interview and on the project when selected. Swinerton staff proposed in this submittal are ready and available for the project. Any changes made to staffing will be reviewed and require approval by the City.

Mr. Gee has over 35 years of experience leading and directing design, construction and development projects in the public sector and is a licensed Architect. He completed a 13-year tenure with the University of California, Berkeley, where he oversaw the management and implementation of over \$1.5 billion of capital projects, including seismic retrofit of existing buildings, renovations and renewal projects, and construction of new facilities. As the Vice President & General Manager with Swinerton, Mr. Gee's experience expanded to community colleges and K-12 where we've completed over 100 projects in excess of \$2 Billion. He has specific experience with design/build, as he was the principal author on the development of the Design-Build Guidelines for California Community Colleges, approved by the Board of Governors in May 2003. Mr. Gee was also a member of the State Chancellor's Office Task Force regarding AB3010 to work towards improving the partnership between community colleges and DSA.

While with the University of California Berkeley, One of Mr. Gee's major strategic accomplishments was to broaden the University's ability to procure and deliver projects using a variety of project delivery methods. Historically public-bid, low-bid, lump sum institution newer projects were designed and instituted using design-build, modified design-build (bridging), design assist, and other techniques. Through his efforts, Mr. Gee led the University's efforts to develop Construction Management/General Contractor (CMGC) project delivery with the goal of bringing the expertise of the builder to the design process and still comply with the Public Contract Code and requirements of the Legislative Analyst Office and the Department of Finance.

Another strategic accomplishment included the development of a new initiative to review the seismic condition of every building on the UC Berkeley campus. This effort led to the campus' development of its SAFER (Strategic Action plan for Facility Enhancement and Renewal), a 20-year, \$1 billion program to seismically retrofit buildings to achieve life safety. This process has developed and spread to other campuses in the University of California system.

Mr. Gee has served on numerous UC Berkeley campus and University of California committees. He has spoken and presented papers and seminars on various topics including design/build, campus planning, code and regulatory compliance, partnering, alternative project delivery, and project management.

As Program/Project Executive, Mr. Gee provides operational and senior management support to ensure the success of our Programs and Projects. He is responsible for providing any additional resources and technical expertise required. He attends key meetings, participates in any partnering sessions and ensures that we commit the full attention of Swinerton's senior management to guarantee the success of our services.

PROJECT EXPERIENCE

CNU - California Northstate University Medical Center, Natomas, CA
Program management and construction management services for Phase 1A of California Northstate University's new Medical Center in Sacramento consisting of 35 acres, a 14-story teaching Hospital and Central Plant with Medical Clinic, Ambulatory Care, Acute Care, Emergency Department, Imaging Department, Clinical Labs, Pharmacy, other Ancillary Support Services and Parking. \$1.7 Billion.

Ascend at Lagoon Valley, Vacaville, CA
A master planned community of commercial, residential communities, and protected open space between San Francisco and Sacramento. Over 800,000 square-feet of commercial office, including a parking structure and a fitness center, with an adjacent residential community of over 1,200 homes, surrounded by an additional 1,200 acres of protected opens space, including the 470-acre Lagoon Valley Park.

EDUCATION

B.A. Architecture,
California Polytechnic State University,
San Luis Obispo

Candidate, Executive M.S., California
Polytechnic State University, San Luis Obispo

REGISTRATION

California Registered Architect, 1985 -
License No. C17086

PROFESSIONAL MEMBERSHIPS

- American Institute of Architects
- Urban Land Institute
- APPA - Leadership in Educational Facilities
- Society of College and University Planners (SCUP)

PROJECT EXPERIENCE (CONTINUED)

City of South San Francisco, Capital Improvement Program Management Services, South San Francisco, CA

Program Management and construction management services on over 20 projects including park improvements, utility undergrounding, sewer and stormwater utilities, traffic system improvements, bike lanes, roadway and sidewalks, public facilities including: Citywide ADA improvements, restroom renovations, library entrance and corporation yard stockpile shelter. \$12 Million

Judicial Council of California, Administrative Office of the Courts, Superior Court of California, Santa Clara Family Justice Center, Santa Clara, CA

Owner Representative for the State of California, Administrative Office of the Courts, managing the design and construction of a The Santa Clara Family Justice Center that will consolidate family law functions from 6 current facilities into a new courthouse building in San Jose, CA that will improve operations and services for the residents of Santa Clara County. \$179 Million.

South San Francisco Unified School District, South San Francisco, CA

Program management services for the District's Measure J Bond Program for improvements to the District's 15 schools that services 9600 students. \$162 Million.

San Mateo County Community College District, San Mateo, CA

Program Management and Construction Management for Capital Improvements for three bond programs for the San Mateo County Community College District. The Program includes new construction, renovation, modernization, seismic and fire and life safety improvements at the District's three campuses: Cañada College (Redwood City), College of San Mateo, and Skyline College (San Bruno), with nearly 200 different projects over a 20-year program, including over \$600 Million design-build projects. \$1.3 Billion.

City of El Cerrito Environmental Services Division and Recycling Center, El Cerrito, CA

LEED features/Design-Build. Project & Construction Management services for the City of El Cerrito Environmental Services Department Central Office and new Recycling Center facility that offers improved collection and processing areas. \$3 Million.

City College of San Francisco, San Francisco, CA

Project and Construction Management Services that include ADA upgrades, barrier removal, modernization of the Chinatown/North Beach Campus, the Joint-Use Facility (JUF) and the Physical Education Field. \$222 Million.

East County Hall of Justice, County of Alameda, Dublin, CA

A new Design/Build five-story Courthouse and separate two-story County Agency Office building for the District Attorney, Public Defender and Probation Center; joined by a connecting central lobby/security screening entrance area and elevator Atrium. The 13 courtroom facility will include the Court Clerk, Administration, Jury Services, Information Technology, and In-Custody Holding. The buildings are designed to accommodate approximately 380 employees and achieve a minimum USGBC LEED Silver Certification. Major building materials in the conceptual design include glazed curtain walls with metal sun shades, store front glazing and metal insulated wall panels. \$140 Million.

CIVIC ENGAGEMENT

- Vice Chair, Transbay Joint Powers Authority
- Ex-officio, San Mateo County Transportation Authority (SamTrans)
- Trustee, Palo Alto University
- Treasurer, San Mateo County API Caucus
- Former Mayor, Vice Mayor and Councilmember, City of Redwood City
- Former Chair and Director, San Mateo County Transit District (SamTrans)
- Former Chair and Director, Joint Powers Authority (Caltrain)
- Former Chair and Director, Commute.org
- Former President and Director, League of California Cities, API Caucus
- Past Chairman, Redwood City-San Mateo County Chamber of Commerce

AFFILIATIONS | CERTIFICATIONS

- American Institute of Architects
- Former Planning Commissioner, City of Redwood City
- Architectural Review Committee, City of Redwood City
- Vice President, Collaborative Process Institute
- **FACULTY**
Association of Higher Education Faculty
- Administrators, Special Program on Facility Design and Management, University of California Extension

REFERENCES

Jose D. Nuñez, LEED AP
Vice Chancellor Facilities Planning, Maintenance and Operations | NOW RETIRED
| San Mateo Community College District
| 3401 CSM Drive | San Mateo, CA 94402
650.642.7151 |
nuñezjose2751@gmail.com
Project: San Mateo County Community College District | Multiple Projects

Mr. Patrick Dobbins
City Engineer - Director of Public Works |
City of Gonzales Community Center |
147 4th Street | Gonzales, CA 93951
|831.675.5000 | pdobbins@ci.gonzales.ca.us

Sylvia Kwan, FAIA
Principal, DLR Group | 415.269.9770
skwan@dlrgroup.com
Project: Multiple Building Projects at San Mateo County Community College District

PROJECT EXPERIENCE (CONTINUED)

City & County of San Francisco, Recreation and Parks, San Francisco, CA

Construction management support services on several park facilities for two bond measures; the 2008 \$152 Million Bond Measure and the \$160 Million 2012 Bond Measure.

Solano Community College District, Vacaville, Vallejo and Fairfield, CA Comprehensive Project and Construction Management services for three design-build projects on three college campus sites including: the Biotechnology and Science Building at the Vacaville Campus, the Autotech Project at the Vallejo Campus, a new Science Building Scope of work also included New Learning Resource Center | Library at the Fairfield Campus. \$150 Million.

San Carlos School District, South San Carlos, CA

Pre-Bond management support and program management services for the District's Measure H Bond Program for the District's nine schools that services over 3300 students. Scope of services included conceptual master planning that included the development of a project prioritization criteria, review and development of project specific phasing strategies, budgets, contingencies, non-construction costs and alignment of project priority list with appropriate funding. Scope of services also included management of CEQA and planning consultants, strategy and facilitation in the management of DSA relationships, grant and funding research and community relations. \$72 Million.

East Side Union High School District, Districtwide Projects, San Jose, CA

Comprehensive project/construction management services for districtwide projects that affect all 23 school sites, including: swimming pool reconstruction, energy services contracts (ESCO), security camera systems, fire alarm systems replacement, mechanical (HVAC, Electrical (Switchgear and Electrical Panels) wireless network upgrades and roof replacements, utilizing the design/build delivery method. Scope of services also includes project coordination with stakeholders, school administrators, Division of the State Architect, Board of Trustees, replacement of portable classrooms, building interior renovations, replacements and upgrades of domestic waterlines, exterior painting, site lighting, ADA compliance upgrades to restrooms and interim housing. \$75 Million. Key projects include:

- Fire Alarm Upgrades, \$19 Million
- Security Cameras, \$9 Million
- Swimming Pools, \$22 Million
- HVAC Improvements \$11 Million
- Photovoltaics and Energy Management Systems, \$6 Million
- Roof Replacements, \$8.2 Million

Judicial Council of California, Administrative Office of the Courts, Superior Court of California, San Benito County Hollister Courthouse, Hollister CA

Owner Representative for the State of California, Administrative Office of the Courts, managing the design and construction of a new 41,500 square-foot courthouse in the City of Hollister. The new courthouse will replace the physically and functionally deficient facility that the Superior Court of San Benito County (Court) now shares with the County in downtown Hollister. Scope of project includes three courtrooms, court support function, jury assembly space and in-custody holding. Onsite, there are 92 parking spaces, 12 of which are enclosed secured parking spaces. The new courthouse will be fully secure and jury-capable. It will support all case types county-wide, although juvenile delinquency matters will continue to be held one morning per week at the juvenile detention center adjacent to the County of San Benito jail. \$32 Million.

City of Richmond's Via Verdi Repair and San Pablo Creek Restoration, Richmond, CA

Repair of the sinkhole and restoration of the creek culvert. A culverted section of San Pablo Creek, underneath Via Verdi (Street) collapsed without warning in Spring of 2010. The resulting sinkhole was estimated to be about 120 feet long, 40 feet wide, and 30 feet deep. The repair work included removing the temporary channel; constructing a new permanent headwall; constructing a permanent culvert; tying the headwall to the permanent culvert and the permanent culvert to the transition headwall; installing Engineered Fill; constructing Via Verdi and restoring the private parcel to its original condition. Additionally the water from San Pablo Creek was diverted through a temporary pumping station and overland temporary piping for the duration of the

PROJECT EXPERIENCE (CONTINUED)

work in the creek area. The construction project necessitated additional coordination with, and cooperation from numerous outside entities, including; utility companies, Caltrans, AC Transit, Corps of Engineers, RWQCB, California Department of Fish and Game, and Contra Costa County Flood Control District. The project also required construction of numerous temporary retaining structures to facilitate the construction of the permanent channel structure. \$6.5 Million.

City College of San Francisco, San Francisco, CA

Project and Construction Management Services that include ADA upgrades, barrier removal, modernization of the Chinatown/Northbeach Campus, the Joint-Use Facility (JUF) and the Physical Education Field. \$222 Million.

The Presidio Trust, San Francisco, CA

Development of The Presidio Trust Construction Plan and Infrastructure Plan for upcoming major projects in and immediately adjacent to the Main Post area. In the next fiscal year, a dozen projects are anticipated to begin (up to \$500 Million over four years) in the Main Post area. Projects include:

- Metropolitan Transportation Agency's Doyle Drive Reconstruction Project
- Boeddeker Park and Clubhouse Renovation
- Hayes Valley Playground and Clubhouse Renovation
- Balboa Park Site Improvements

Cupertino Union School District, Cupertino, CA

Project and Construction Management Services for the District's Measure H Program for improvements and modernizations to 20 schools requiring comprehensive project and construction management services including: planning, bid management, construction oversight and management, coordination, administration, scheduling, consulting and advice and related services. The scope of work includes seismic upgrades, roof replacements, replacement of portable classrooms, building interior renovations, data infrastructure upgrades, upgrades and replacements of domestic waterlines, exterior painting, sight lighting and ADA compliance upgrades to restrooms. \$220 Million.

Solano County Twin Campus Program, Vallejo and Fairfield, CA

A five building program that included a new LEED Registered, three-story, 57,800-square-foot Health and Social Services office building that was delivered Design/Build; the first phase of a new, two-story, 30,900-square-foot Clinic/Lab Facility; and 87,000-square-foot of renovations to three existing buildings. \$59 Million.

Barstow Community College District, Performing Arts Center, Barstow, CA

Project and construction management services on several projects including the Performing Arts Center, two-story new performing arts center with seating for 755 and a black box theater seating for 153; the building was constructed using many products have a LEED certification and part of Southern California Edison's Saving by Design Program, the Wellness Center, a 20,000 square-foot two-story building that a fitness equipment room, classrooms and indoor track on the second floor and campus-wide electrical upgrades that included replacement of the existing electrical switchgear 5KVS system, associated transformers, wires and pull boxes. \$35.8 Million.

The Presidio Trust - Doyle Drive Reconstruction, San Francisco, CA

The Doyle Drive Replacement Project comprised of the demolition of the existing southern access to the Golden Gate Bridge and re-envisioned a new roadway tucked into the natural contours of the Presidio of San Francisco and the Golden Gate National Recreation Area, one of the nation's largest urban parks. It created a spectacular regional gateway between the iconic Golden Gate Bridge and the City of San Francisco. The new parkway was carefully designed to be context sensitive, improve access to the Presidio, and include the unique features of a parkway, rather than a freeway. \$750 Million.

San Francisco Unified School District 2008 Bond Measure, San Francisco, CA

Swinerton Management & Consulting was one of firms selected by the San Francisco Unified School District to provide construction management services on two separate bond Programs. District's 2006 Bond Program scope of work included more than 90 new construction, modernization and renovation projects. \$450 Million.

PROJECT EXPERIENCE (CONTINUED)

San Francisco Unified School District 2011 Bond Measure, San Francisco, CA

The District's second 2011 Bond Program includes more than 60 new construction, modernization and renovation projects. \$561 Million.

Castro Valley Library, Castro Valley, CA

A new single-story, 34,500-square-foot library. With state-of-the-art energy efficiency features, this project is targeted to receive LEED Silver certification. \$21 Million.

CDCR - California Dept. of Corrections and Rehabilitation, (HCFIP), Folsom State Prison, Represa, CA

The scope of work includes renovation to existing buildings and new building construction. The Work is being built at the existing prison site within and around the fully functioning Men's Prison. The purpose of the HCFIP at FSP is to remedy deficiencies in its existing Health Care components. \$31 Million. The HCFIP at FSP includes 8 Sub-Projects including:

- SP-1: New Minimum Support Facility Primary Care Clinic - 3,072 square-feet
- SP-2: New Primary Care Clinic - 3,268 square-feet
- SP-3A: New Main Yard Showers- 3,500 square-feet
- SP-3B: New Education Annex Building - 4,948 square-feet
- SP-3C: New Central Health Services Building - 17,978 square-feet
- SP-6A: New Fire Water Line Infrastructure - 6,970 LF
- SP-6B: New Emergency Generator Infrastructure
- SP-6C: Existing Rockwall Stabilization

CDCR - California Dept. of Corrections and Rehabilitation, (HCFIP), MuleCreek State Prison, Ione, CA

Scope of work includes renovation to existing buildings and new building construction. The work is being performed at the existing prison site within and around the fully functioning Men's Level I, III and IV Prison. The purpose of the HCFIP at MCSP is to remedy deficiencies in its existing Health Care components. \$15.5 Million. The HCFIP at MCSP includes 6 Sub-Projects:

- SP-1: Central Health Services Renovation - 4,944 square-feet
- SP-2A: Primary Care Clinic Renovation (3) - 3,870 square-feet each
- SP-2B: New Clothing Exchange Buildings (3) - 1,200 square-feet each
- SP-3: New ASU Primary Care & ASU EOP Mental Health Clinic- 6,111 square-feet
- SP-4: New Pharmacy and Laboratory Building - 2,471 square-feet
- SP-5: Healthcare Administration Renovation - 8,098 square-feet

CDCR - California Dept. of Corrections and Rehabilitation, (HCFIP), Sacramento State Prison, Ione, CA

The Sacramento Prison shares an 882 acre property with Folsom State Prison (FSP), Folsom Women's Facility, and California Prison Authority. The work at Sacramento consists of new building construction. The Work is being built at the existing prison site within and around the fully functioning Men's Level IV Prison. The purpose of the HCFIP at Sacramento is to remedy deficiencies in its existing Health Care components. \$24 Million.

The HCFIP Sacramento Project includes two Sub-Projects:

- SP-1: New Facility APSU-ASU Primary Care Clinic - 6,578 square-feet
- SP-3: New Central Health Services Building - 28,089 square-feet

Town of Los Gatos Library, Los Gatos, CA

The new library more than double the space currently available to include adequate room for the library collections. It features a technology lab, group study room, teen area, expanded children's and storytelling area, history room, periodical/reading room with a fireplace, and meeting room. Scope of work also included ground level parking lots, retaining walls, landscaping, and associated site and utility improvements. \$18.4 Million.

Lake Solano Visitors Center, Winters, CA

A new 5,000-square-foot structural steel and structural glass building, to include a 2500-square-foot exhibit hall, two adjacent outdoor meeting plazas, a camp store, an information/reception area and administration offices for the Parks Department. Project also included an outdoor interpretive station with a lawn area for outdoor activities and a defined trail to Pleasant Creek. Site improvements included a bus turnaround area with drop-off, demonstration gardens and a new on-site waste disposal system. \$3 Million.

PROJECT EXPERIENCE (CONTINUED)

City of Fairfield, Community Sports Complex, Fairfield, CA

Design Management services for the development and construction of the 43-acre Fairfield Community Sports Complex as part of the planned redevelopment of the 46-acre Allan Witt Community Park.

Sacramento City Unified School District CA

Selected by the District to assist staff with the development of findings in support of their decision to adopt a project stabilization agreement (PSA) for their public works construction program. The scope of work included interviews with interested parties, surveys and interviews with school and community college districts that were currently implementing their construction programs with some form of labor agreements and the negotiation of a PSA with the Sacramento-Sierra's Building and Trades Council.

Chabot College, Chabot-Las Positas Community College District, CA

Comprehensive Project and Construction Management services for the District's two Capital Improvement Bond Programs for Measure B Bond (2006) projects at Chabot College for \$253 Million and Measure A Bond (2016) Projects at both campuses for \$950 Million. The scope of work encompasses project and construction management services on various projects, including managing design management on over 50 projects over a 16-year program \$1.2 Billion - Ongoing .

Chabot-Las Positas Community College District PLA Strategic Consulting, CA

Provided strategic consulting services to the District on the matter of a project labor agreement (PLA). Services included research, surveys, and interviews with a wide-variety of interested parties, stakeholders and school and community college districts that are currently utilizing a PLA for their public works construction program. Voters in the District passed a \$500 million bond measure in 2004 for capital improvements at their two colleges: Chabot College in Hayward and the Las Positas College in Livermore.

College of Marin, Marin Community College District, CA

Program Management and Construction Management for Capital Improvements Program that included new construction, renovation, modernization, seismic and fire and life safety improvements at the District's two campuses: College of Marin (Kentfield), and Indian Valley Campus (Novato), with nearly 35 different projects over a seven year program. \$264.5 Million.

Merced Community College District, CA

Comprehensive construction management services for the District's new Learning Resources and Library Center and sitework at Merced City College. \$17 Million.

Peralta Community College District, Berkeley City College, Berkeley, CA

Project and Construction Management services for the new Berkeley City College for the Peralta Community College District. New College project will consist of a new 160,000-square-foot six-story building in downtown Berkeley. The contemporary College building project participated in the LEED & Green building programs as well as the Prop 47 Energy Grant programs offered by the State. Building included 35 classroom spaces, administrative spaces, and a 225-seat auditorium that will also be available to the public for community affair events. \$67 Million.

West Valley Mission Community College District, CA

Construction Management for Capital Improvements Program that included new construction, renovation, modernization, seismic and fire and life safety improvements at the District's two campuses: West Valley College (Saratoga), and Mission College (Santa Clara). \$388 Million.

Throckmorton Ridge Fire Station, Marin County, CA

Design Management of a new 5,352-square-foot fire station. Located on the Panoramic Highway, the station houses three engine bays and is LEED Silver certified.

PROJECT EXPERIENCE (CONTINUED)

Jewish Community Center, San Francisco, CA

A 250,000-square-foot new construction community and cultural center including retail and restaurant lease space, office space, 450-seat theater with retractable seating, classrooms, and Club One Fitness Center. Project included demolition of several existing buildings, extensive shoring of adjacent buildings, and a 75' deep excavation for a 100,000 SF underground parking garage on a tight urban site at the junction of two busy Municipal Railway trolley bus lines. \$90 Million.

Pacific Graduate School of Psychology, Palo Alto, CA

Modest renovation of an existing research campus for the new home of the Pacific Graduate School of Psychology. The 1791 Arastradero Road site is an 8-acre site located in the Palo Alto foothills. The property contains three existing buildings, totaling approximately 24,700 GSF. The scope of work included limited new interior construction, repairs and maintenance to the campus, including a new fire pump, refreshing of interior finishes, and basic program needs. The total project budget for the project was \$1.7 million and was completed in July 2009.

South Lake Tahoe Police Station Addition, South Lake Tahoe, CA

Scope of work included design and construction of a new addition to the existing police station. Project plans included the design of a new Emergency Operations Center (EOC).

City of Berkeley Jail Renovation and Expansion, Berkeley, CA

The project scope included the renovation and expansion of the existing Berkeley jail located on the upper floors of the police station. This project faced extremely difficult challenges with the existing structure, while maintaining the operations of the police station during construction.

Lerdo Pre-Trail Jail Facility, Kern County, CA

Scope of work included the addition of a new housing module to the existing county correctional facility.

Federal Detention Facility, Dublin, CA

A new campus was designed and constructed adjacent to the existing Federal prison at Camp Roberts. This new facility was designed to detain individuals awaiting Federal trial.

California Correction Institution, Special Housing Unit (SHU), Frontera, CA

This effort involved the development of a Project Planning Guide for the Department of Corrections to develop a Special Housing Unit at the women's correctional institution in Frontera.

University of California Berkeley, Hearst Field Annex, College of Environmental Design, Berkeley, CA

Due to the campus' urgent need to seismically retrofit a number of its buildings, new space was needed to enable faculty, staff, and students to relocate out of construction areas. The campus approved this project in November 1998. The design-build team was selected in December and groundbreaking occurred in January 1999. The College of Environmental Design moved into this new 37,000 square foot facility in time for the August 1999 semester. \$5 Million.

University of California Berkeley, Law School Addition & Renovation, Berkeley, CA The Berkeley campus' first contemporary design-build project involved the design and construction of a new, four-story addition, the renovation of an existing student dormitory into faculty offices, and renovation of the existing library. This project focused on maximizing value and speed of delivery. The design-build team was selected in December 1995, and construction began on July 1, 1996. The renovation of the student dormitories was completed by March 1 of 1997, the new addition completed by July 1997, and the remainder of the project by October 1997. \$14 Million.

University of California Berkeley, Seismic Safety Corrections FEMA Program Phase 1, Berkeley, CA

In 1997, the Berkeley campus prepared and submitted four Hazard Mitigation Grant Proposals to the Federal Emergency Management Agency (FEMA) for the seismic retrofit of buildings at the Berkeley campus. Mr. Gee led the team that prepared the grant submittals for: Barrows Hall, Hildebrand Hall, Latimer Hall, and Silver Space Sciences Laboratory. In October 1998, at a kickoff meeting of another FEMA initiative, the Disaster Resistant University, FEMA announced that the campus would receive approximately \$42 million to mitigate seismic

PROJECT EXPERIENCE (CONTINUED)

hazards in these four buildings. The State provided approximately \$14 million in matching funds with the remaining \$33 million funded by the campus. Construction began on Silver Lab in Spring 2000, Barrows Hall in Summer 2000, Hildebrand and Latimer Halls began construction in the Fall of 2000.

With over 550,000 GSF involved, the construction of seismic retrofits of several other campus buildings, and the lack of surge space opportunities, most of this construction is occurring with the buildings occupied. In the case of Hildebrand and Latimer Halls, two buildings occupied by the College of Chemistry, nearly \$14 million was spent on over 42 projects to prepare spaces for relocation of faculty offices, research laboratories and classrooms.

Other Representative Projects Developed and Constructed during Mr. Gee's Tenure with the University of California Berkeley, Berkeley, CA, include:

SEISMIC RETROFIT

- University Hall Barrows Hall
- Hildebrand Hall
- Latimer Hall
- Silver Space Sciences Laboratory
- Residence Hall Units 1 and 2
- McCone Hall
- California Hall
- Warster Hall
- Berkeley Art Museum
- Barker Hall

HISTORIC STRUCTURES, SEISMIC RETROFIT

- Doe Library University House
- Goldman School of Public Policy
- Dance Facility
- 2251 College (Archeology Facility)
- North Gate Hall

STUDENT HOUSING

- Shattuck - Channing Student House Haste-Channing Student Housing
- University Terrace
- University Village, Albany, Step 1

ACADEMIC FACILITIES

- School of Business Chemistry Unit 3 (Tan Hall)
- Silver Laboratory Addition
- Soda Hall (Computer Science)

OTHER FACILITIES

- Haas Pavilion
- Rugby Field House
- Central Dining and Office Facility
- Seismic Replacement Building 1
- University Health Services
- Landscape Improvements
- Memorial Glade
- West Gate Improvements

PROJECT LEADERSHIP

- University of California, Hastings School of Law

PROJECT EXPERIENCE (CONTINUED)

DESIGN/BUILD

- Law School Addition and Renovations
- University Village Phase 1, Albany, CA
- Hearst Field Annex

MODIFIED DESIGN/BUILD

- Shattuck-Channing Student Housing

DESIGN-ASSIST

- Haas Pavilion
- Office Facility
- Stanley Hall Replacement

CONSTRUCTION MANAGER/GENERAL CONTRACTOR

- Hearst Memorial Mining Building, Seismic Retrofit and Renovation
- Barker Hall, Seismic Retrofit and Renovation
- Wurster Hall, Seismic Retrofit
- Barrows Hall, Seismic Retrofit
- Hildebrand Hall, Seismic Retrofit
- Latimer Hall, Seismic Retrofit
- Silver Space Sciences Laboratory, Seismic Retrofit
- Building No. 1, Seismic Replacement
- Central Dining and Office Facility
- Stanley Hall Replacement

Mr. Haworth has over 20 years of experience in construction management and inspection in both the private and public sectors. His experience includes both major public works projects and pavement management and infrastructure projects. He will provide daily onsite inspections and ensure contract compliance, including quality construction, traffic control, public access, and safety measures. Mr. Haworth has recently completed several infrastructure projects for the City of Menlo Park, including the City of Menlo Park's Santa Cruz Avenue and Middle Drive Improvements, Jefferson Drive Improvements and the 2018 Slurry Seal Maintenance Program which included 6-inch base repairs, tree root pruning, concrete curb and gutter replacement and valley gutter replacement. Currently Mr. Haworth is completing the City of Richmond's Yellow Brick Road Improvements project which includes full-depth HMA removal and replacement, pavement mill and overlay, stamped and colored crosswalks, concrete improvements, new storm drain lines and structures and traffic signal modifications. In addition, his experience also includes major public works projects such as Burton Federal Building, the County of Yolo's Juvenile Center multi-purpose building and the Broadway Plaza Expansion in Walnut Creek, CA. His experience includes roadway improvements, PG&E-related infrastructure improvements, including street lights and park field lighting and transit-related charging station. Mr. Haworth has experience managing daily inspections, contract compliance, special inspection and testing, and punch list and final inspection reviews.

PROJECT EXPERIENCE

City of Concord, Residential Pavement Maintenance Phase A, Project Nos. 2516, C2517, 2561, 2562, 2563, Concord, CA

Construction Management services for Residential Pavement Maintenance Phase A scope of work that included mobilization, traffic control, water pollution control, demolition, crack sealing, cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; removal and replacement of concrete sidewalk, curb, gutter, curb ramps, driveways and valley gutters; pruning and removal of tree roots; lowering and adjustment of utility covers to finish grade; removal and replacement of traffic striping and pavement markings; relocating roadside signs; and installing new video detection systems. \$8.5 Million.

City of Concord, Grant Street | East Street Pavement Rehabilitation PJ2525, Concord, CA

Construction Management and Inspection services for the pavement rehabilitation on Grant Street from Broadmoor Avenue to High School Avenue, and East Street from High School Avenue to Salvio Street. Scope of work also included the installation/upgrades of curb ramps at intersections, minor concrete repairs, storm drain and utility adjustments, bio-retention basin, replacement of traffic signal loops with vehicle detection cameras, adjustment of pedestrian push buttons to meet accessibility standards, restriping, bicycle facilities, and installation of high visibility crosswalks. \$5.6 Million.

City of Richmond, Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood, Richmond, CA

Construction Management and Inspection Services. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant. The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs, storm drain

EDUCATION

Simon Fraser University, Burnaby, B.C., Canada

Bachelor of Arts, Physical Geography, June 1988

Diablo Valley College, Pleasant Hill, CA.

Certificate of Achievement – Building Inspection

Certificate of Achievement – Construction Management

AFFILIATIONS / CERTIFICATIONS

ICC Certified Commercial Combination Inspector

ICC Certified Special Inspector: Soils

ICC Certified Special Inspector: Concrete

ICC Certified Special Inspector: Masonry

ICC Certified Special Inspector: PT

REFERENCES

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Mr. Rob Muir

Estimating Manager | OCMI, Inc.
925.209.7800

Mr. Eric Goodman

Construction Manager | Vanir |
916.533.3381

Mr. Tawfic N. Halaby, PE,

Deputy Director of Public Works – Operations & Maintenance | City of Richmond | O: 510.620.5482 | M: 510.672.4537
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PROJECT EXPERIENCE (CONTINUED)

manholes and junction structures, catch basins and inlets, storm drain pipes, valve boxes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), other warning devices, lighting, and relocating traffic signals and cabinets. Swinerton's scope of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing. \$7.5 Million.

City of Milpitas, Fire Station No. 2 Replacement, Milpitas, CA

Comprehensive project management, construction management, and construction inspection for the Fire Station No. 2 Replacement project. This high-priority project—as identified by the City Council—consists of constructing a temporary fire station, moving staff to a temporary facility, environmental abatement, demolition of the existing Fire Station No. 2, assistance with review of station design documents, constructing a 10,300-square-foot replacement fire station, moving staff back to their new facility and removing the temporary fire station. \$21 Million.

City of Albany, Marin Avenue Pavement and Curb Ramp Rehabilitation Phase 1, Albany, CA

The work, in general, consists of traffic control, environmental protections, clearing and grubbing, restoring City survey monuments, adjustment of valve boxes and utility boxes, new storm drain improvements including drain inlets and manholes, potholing and protection of underground utilities, concrete curb ramps, concrete sidewalks, cold milling asphalt pavement, removal of full-depth asphalt pavement, subgrade preparation, HMA overlay, HMA full-depth placement, curb paint, and traffic striping and markers. \$2 Million.

City of Albany, Masonic Intersections (Ohlone Trail Safety Improvements), Albany, CA

The project consists, generally, of intersection safety improvements at two major intersections, including but not limited to traffic signal, striping, and curb ramp improvements, installation of new signal poles, signals, controller cabinets and pedestals, pedestrian push buttons, touchless countdown pedestrian heads, vehicle detection GPS based emergency vehicle preemption system, and vehicle detection cameras. \$750,000.

City of Concord, Civic Center Roof Replacement, Concord, CA

Construction Management services for the a roof replacement of the existing Library Building located on the Concord Civic Center campus in Concord, CA. The scope of work will consisted of site mobilization (including temporary fencing), removal of the existing wood shingle and modified bitumen roofing systems, removal of flashings, downspouts, trims, inspection of existing substrate once exposed, repair and replacement of portions of the existing substrate, installation of new underlayment substrate to receive new composition shingle and single ply roofing systems, installation of new flashings, gutters, downspouts, and trims, painting and sealing as noted on the drawings, and prep and re-painting of the concrete entrance canopy structure located at the main entrance of the library. This work included all preparation, materials and accessories, clean up, conformance to existing conditions necessary for a complete and functional installed new roof systems. \$260,000.

City of Concord, Citywide Traffic Systems Upgrade, PJ2493, Concord, CA

Construction Management and Inspection Services for the City's Citywide Traffic Systems Upgrades. The scope of work is for traffic signal hardware upgrades at various locations throughout the City of Concord. Scope of work includes traffic control, water pollution control program, clearing and grubbing, removing and salvaging signal equipment, abandoning signal cabinet foundations, installation of conduit, pull boxes, cabinet foundations, push button post foundations, signal hardware upgrades, installation of City-furnished controllers and signal cabinets and PG&E coordination. \$2 Million.

City of Concord, Pavement Maintenance Program Zone 4, PJ2444, Concord, CA

The scope of work consisted of mobilization, traffic control, water pollution control program, placement of rubberized hot mix asphalt (RHMA); removal and replacement of hot mix asphalt (HMA), removal and replacement of concrete sidewalk, curb and gutter, curb ramps, driveways and valley gutters, pruning and removal of tree roots, root barrier installation, lowering and adjustment of utility covers to finish grade,

PROJECT EXPERIENCE (CONTINUED)

removing and replacing speed humps, removal and replacement of traffic striping and pavement markings, and removal and replacement of roadside signs. Swinerton's scope of services included oversight of the general contractor's work, safety program, construction administration, including processing RFI's and submittals, preparing pay applications, negotiating change orders, monitoring daily activities and preparing weekly statements of work days; field inspections, special inspections including concrete sampling and testing, HMA base repair inspections, RHMA-G sampling and testing, photographic documentation, and utility coordination with CCWD and PG&E. Community Outreach and coordination were critical as the work was located within the Walnut Country subdivision, which required close coordination with the homeowner's association, Cowell HOA, and the residents. \$2.2 Million.

City of Menlo Park 2020's Surface Seal Program, Menlo Park, CA

Senior Inspector. Project scope consisted of concrete curb and gutter, ADA ramp upgrades, concrete valley gutter, base repairs, skin patches, crack sealing, polymer modified type II slurry seal, thermoplastic striping and markings, and Hot Mix Asphalt speed humps located throughout various streets in Menlo Park, CA. Work also included rehabilitation of approximately 94,000 square yards of City streets with the application of a mixture of water, asphalt emulsion, aggregate, and additives to existing asphalt pavement surface. A slurry seal is similar to a fog seal except the slurry seal has aggregates as part of the mixture. This combined mixture of the emulsion and aggregates represents "slurry". Polymer is commonly added to the asphalt emulsion to provide better mixture properties. The placement of this mixture on existing pavement was the "seal" as it is intended to seal the pavement surface. Slurry seals are generally used on residential streets to create non-slippery and durable pavement surfaces. \$1.15 Million.

City of Concord, Library Roof Replacement, Concord, CA

Construction Management services for the roof replacement of the existing Library Building located on the Concord Civic Center campus in Concord, CA. The scope of work consisted of site mobilization (including temporary fencing), removal of the existing wood shingle and modified bitumen roofing systems, removal of flashings, downspouts, trims, inspection of existing substrate once exposed, repair and replacement of portions of the existing substrate, installation of new underlayment substrate to receive new composition shingle and single ply roofing systems, installation of new flashings, gutters, downspouts, and trims, painting and sealing as noted on the drawings, and prep and re-painting of the concrete entrance canopy structure located at the main entrance of the library. This work included all preparation, materials and accessories, clean up, conformance to existing conditions necessary for a complete and functional installed new roof systems. \$260,000.

City of Menlo Park, Menlo Gateway, Street Resurfacing and Sidewalk on Constitution Avenue, Menlo Park, CA

Construction Inspector. Scope of work included street resurfacing, sidewalk addition near the Facebook Campus and utility relocation and installation of a new 24" RCP storm drain system. \$12 Million.

City of Menlo Park, Constitution Avenue Sidewalk, Menlo Park, CA

Construction Inspector. Curb & gutter and sidewalk installation, street lights relocation, fire hydrant installation and road realignment and striping. \$800,000.

City of Menlo Park, Jefferson Drive, Menlo Park, CA

Construction Inspector. Inspection of sidewalks and driveway installation, curb & gutter installation, landscape installation, relocation of street lights near the Facebook Campus. \$900,000.

City of Menlo Park, 2018 Street Slurry Maintenance Program, Menlo Park, CA

Construction Inspector. Inspection of 6" digouts, 12" tree root repair, curb & gutter replacement, valley gutter replacement and slurry seal of 47 street segments. \$600,000.

Belmont Redwood Schools School District, Ralston Avenue and Tahoe Drive Roadway Improvement, Belmont, CA

Construction Inspector. Scope of work includes installation of a new traffic signal at the Ralston Avenue and Tahoe Drive intersection. The project will also signalize the Ralston Middle School (RMS) entrance and Ralston Avenue, which will be coordinated with the new signal at Ralston Avenue and Tahoe Drive. New concrete sidewalk will be installed along the frontage of the school and a retaining wall will be installed as needed

PROJECT EXPERIENCE (CONTINUED)

to support the new sidewalk. Other work includes, but is not limited to, the following: signage of accessible pathways, pavement markings, striping, tree removals, landscaping, roadway construction, traffic control, fences, and accessible facilities. \$2 Million.

GSA, Phillip Burton Federal Building, San Francisco, CA

Construction Manager/Inspector. Reconstruction of 45,000 square-feet of roofing, pipe supports and cooling towers with replacement CW piping and extension of the building air intakes three stories above street level. Responsibilities included coordination and management of QC inspections, tracked construction documents, coordinated weekly meetings and minutes as required, tracked submittal for compliance and managed final punchlist and project close-out. \$15 Million.

County of Yolo, Yolo Juvenile Justice Multi-Purpose Building, Woodland, CA

County Building Inspector/Resident Inspector. Expansion of the juvenile facility with a detached multi-purpose that includes a gymnasium and other related facilities. Responsibilities included building inspections, special inspections, materials testing and issuance of daily reports. \$6 Million.

Macerich Real Estate Development, Broadway Plaza Reconstruction, Walnut Creek, CA

Resident Inspector/Building Inspector. Demolition of the Macy's parking structure and 200,000 square-feet of retail space. The reconstruction phase added 300,000 square-feet of retail space and two new parking structures in downtown Walnut Creek. Scope of project also included micro piles, utilities, concrete and structural steel construction. Responsibilities included planning, scheduling and supporting field operations, coordination and management of all inspections, including building, electrical, mechanical and plumbing and coordinated all local utilities, including gas, water, electrical and communication. \$278.5 Million.

BART (Bay Area Rapid Transit) Oakland Airport Connector, Oakland, CA

Inspector of Record/Resident Inspector / Building Inspector. The Oakland Airport Connector (OAC) provides a high quality link between BART's regional rail system and the Oakland Airport using a direct and exclusive aerial guideway for transit vehicles departing to and from the existing Coliseum BART Station. Responsibilities included planning, scheduling and supporting field operations, including micro piles, underground utilities, grading, concrete and structural steel construction. Coordination and management of all inspections, including building, electrical, mechanical and plumbing and coordinated all local utilities, including gas, water, electrical and communication. \$522.5 Million.

Pittsburg Unified School District, Pittsburg High School Reconstruction, Pittsburg, CA

Inspector of Record Resident Inspector. Replacement of the existing high school building, including a new gymnasium. Responsibilities included planning, scheduling and supporting field operations, including micro piles, underground utilities, grading, concrete and structural steel construction. Coordination and management of all inspections, including building, electrical, mechanical and plumbing and coordinated all local utilities, including gas, water, electrical and communication. \$90 Million.

Ms. Vaghela has over seven years of experience in the heavy civil industry, with command in underground utility construction, bridge and highway construction and civil site and park improvements. She has strong knowledge in project planning, project management, cost estimation, construction methods, compliance monitoring, and cost tracking and analysis. Ms. Vaghela is focused on successfully delivering projects meeting the Client's objectives and fostering the value deliverables.

PROJECT EXPERIENCE

City of South San Francisco, Oyster Point IIC Improvements, South San Francisco, CA

Project Manager. This park improvement project at Oyster Point along the bay consists of multiple scopes such as demolition, earthwork and grading, clear and grub, underground utilities (sanitary sewer, water utilities), flush and test the lines, the restoration of clay cap as a part of the trench restoration, installation of irrigation and electrical system, landscape development, Full Depth Reclamation (FDR) of the roadway, Hot Mix Asphalt placement (HMA), ADA Ramps, Decomposed Granite paving, adjusting utility structures, 4" deep lift repairs at the boat parking lot, crack sealing, seal coating, form and pour curb, AC sidewalk, installation of signage and striping, concrete foundations and slab, installation of site furnishings such as fitness equipment, windscreen wall, picnic tables and benches, dog water fountain, fence, and fold-down bollards. Keeping the dust and noise under control and causing minimal interruption to the pedestrians and surrounding businesses during construction phase were crucial factors. The project was divided in two phases and a temporary trail was built to maintain the access for pedestrians. \$4.2 Million.

McGuire and Hester, Related California, Sunnydale Infrastructure Phase 1A3, San Francisco, CA

Project Manager. The phase 3 of the affordable housing project with scope included the development of the sewer bypass plan and technique, potholing, installing a combined sewer system. The strategy included dividing the scope into 9 phases. Each phase included trenching for manhole and section of pipe up to the next manhole, driving the manhole box and trench shields, installation of about 1000 LF of 42" combined sewer system at the depth ranging from 10 to 13 feet depth, that was in close vicinity to the active gas line running parallel and repeating the process for the subsequent phases, pressure and vacuum testing, 48" manholes, installation of catch basins, drain inlets, backfill to the finished grade, tie-in the existing 15" combined sewer pipe to the proposed combined sewer main and removal of the bypass system after the connection. The major challenges were to select the appropriate shoring from a limited options due to the loose sandy soil with the risk of collapsing due to any impacts, the proximity of the active gas and electrical lines, and developing a bypass system to exceed the last 100-year surcharge record. \$3 Million.

The Presidio Trust, The Presidio Parklands, San Francisco, CA

Project Manager. The Presidio Tunnel Tops is located 14 acres adjacent

EDUCATION

M.S., Construction Engineering and Management
University of Texas at Arlington

B.S., Civil Engineering
Gujarat Technological University, India

AFFILIATIONS / CERTIFICATIONS

Construction Management in Training (CMIT), CMAA

OSHA 10

USACE-CQM-C (Quality Control)

Railroad Worker's Protection Training

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PROJECT EXPERIENCE (CONTINUED)

to the Main Post, Presidio of San Francisco, generally north of Lincoln Blvd. Project features the park that was divided in areas as western outlook, central lawn, central overlook, viewing terrace, eastern lawn, gateway plaza overlook, western garden. The project scope ranges from the ground up construction of 2 buildings- field center and labs, improvements in (3) existing buildings- crispy field center, visitor center and B215, to the development of park including landscape, planting, paving, play features, underground utilities and irrigation and so on. The contractual scope as a prime was to manage the electrical subcontractor's activities and coordination with the client. The scope involved the installation of site and building electrical, fire alarm, audio visual system and trenching for PG&E. The work in general consisted of scheduling, project control documentation tracking, monitoring lower-tier subcontractor's activities, issuance and review of change orders, tracking lighting schedule, scheduling inspections, progress payments and project close-out. \$7 Million.

California State Recreation and Park, Candlestick Park/Yosemite Slough, San Francisco, CA

Project Manager. The scope of work consisted of the clear and grub, saw cut and demolition of AC pavement, trenching, installation of approximately 800 LF of underground wet utilities such as storm drain, cleanouts, 12" in-line backwater valve with access, 160 LF of combined sewer, precast concrete manholes, catch basins, Fire water and Domestic water, 6" double check valve assembly, 6" water valve, fire hydrant, welded steel pipe tie-in to it, testing and backfilling to sub-grade. \$500,000.

Affordable Housing Project, Sunnydale Infrastructure Phase 1

Project Manager. Project scope comprised of creating by-pass plans for connecting existing live sewers to proposed mains without interrupting the flow and neighborhood, proposing wide range of engineering and testing procedures such as air testing, pot-holing, pressure testing and so on, preparation of trench section details by coordinating the composite drawings of power, gas, telecom, public safety, Comcast conduits, grading, installing about 1500 LF of dry and wet utilities, the installation of special Kubota AWSS system, installing transformer and switchgear pad, installing precast structures to depths greater than 8 feet and final site reinstatement of the project involving challenge to re-use the excess spoils generated by cut and fill within the site without the need for off-hauling. \$2 Million.

SFMTA, Replacement of Manual Trolley Switch, San Francisco, CA

Project Manager. Scope included the installation of trolley switches at (4) locations and substations in San Francisco: Mission & 4th, Mission & Cesar Chavez, 16th & S. Van Ness, Mission & 30th St. It included the provision of traffic control and SFPD support, procuring and maintaining active permits for all locations, potholing, trenching, installation of GRS conduits that were treaded and connected. With the limitation of the pipe being rigid the challenges were to route it around the unforeseen obstructions, backfilling and road restoration that included the installation of steel plates over the red dye concrete, pulling cables tie-in to the vault, Hi-pot testing, cutover, designing and installation of concrete pad for the switches, bollards and SCADA programming and testing. Some of the challenges during the project span was to work within a limited working space due to the construction on busy streets, the COVID-19 further restricted the work in substations. \$4.3 Million.

San Francisco Public Utilities Commission (SFPUC), SSIP Green Infrastructure EIP Interpretive, San Francisco, CA

Project Manager. The project scope included the procurement and installation of 26 EA interpretive signage for the Green Infrastructure Early Implementation projects: Fell Oak, Mission Valencia, Holloway, Chinatown, Wiggle, sunset, Visitacion Valley, Baker Beach and Yosemite. The role of EIP interpretive signage was to visually connect wastewater and stormwater infrastructure to the built environment, as well as offer educational opportunities and further engagement with the public. The scope also included the placement of curb, installation of customized steel plate, Duracast curb makers and catch basin inserts. \$210,400.

FOCIL-MB, LLC, Mission Bay Development Group LLC, P22 Bayfront Park at Mission Bay, San Francisco, CA

Assistant Project Manager. The project was across the Chase Center by the bay. The contractual scope consisted of excavation, installation of 1600 LF of 4" to 12" storm drain, slot drain, clean outs and structures, air testing, installation of 500 LF of sanitary sewer (4" and 6"), 750 LF of low pressure water, reclaimed water service, back flow preventer, connection to the drinking fountain and backfilling the

PROJECT EXPERIENCE (CONTINUED)

trenches. \$607,000.

415 Natoma Street, San Francisco, CA

Project Engineer. Scope included the excavation of trench from temp power main switch board back to the property, trenching 85LF on Natoma Street and tie into PG&E manhole, backfill trenches, form and pour concrete pad for switchboard and transformer, installation of bollards. \$112,800.

California State University, The WELL Expansion and Remodel, Sacramento, CA

Estimator. Project scope included the excavation, installation of sanitary sewer, storm drain, low pressure water pipes, sanitary sewer manholes, clean outs, structures, pressure testing SS and SD, disinfecting water lines, adjusting fire hydrant to grade and backfilling the trench to sub-base. \$335,000.

Department of Veterans Affairs, VA Martinez - Psychosocial Rehabilitation and Recovery Building, Martinez, CA

Estimator. The bid pricing included the demolition and removal of the modular structures, existing deck, existing FDC, utility piping, AC paving and clear and grub landscape areas and remove existing trees. It also included trenching, installation of 672 LF of storm drain, 62 LF of sanitary sewer, and about 100 LF of domestic water and fire water system, bio retention pipe, precast structures, pressure testing and trench backfill. It also included the paving the pedestrian concrete, vertical curb, 24" moisture, barrier, 4000 SF of vehicular concrete paving, v-ditch, wheel stops, interlocking retaining wall and stairs. \$1.16 Million.

Department of Veterans Affairs, Mental Health Care & Sleep Lab Units, San Francisco, CA

Estimator. Bid scope consisted of demolition of existing building including all utilities, footing/structure below grade, demolish abandoned utility pipes within the footprint of the existing and new building, removing existing retaining wall, bollard, light pole, removal of stump and roots, demolish concrete curb and existing asphalt. The scope also included the trenching, installation of 180 LF of sanitary sewer, 230 LF of fire water, 400 LF of storm drain, area drain and drain inlets, and backfilling the trench after the testing. It also included the joint trench scope. \$390,400.

Coliseum Place, Oakland, CA

Estimator. Scope of work consisted of trenching, installation of 260 LF of 6", 8" and 12" storm drain, slotted underdrain, cleanouts, area drain, type B inlets, sewer manhole, 80 LF of 6" firewater service, reduced pressure back flow assembly, testing, backfilling trenches and temporary resurfacing on existing streets after utility installation. It also included the joint trench. \$660,000.

Department of Veterans Affairs, San Francisco VA Health System Building 40, San Francisco, CA

Estimator. Bid scope consisted of demolition of existing hardscape for water tank excavation, existing water tower, existing buildings 14, 18 and 21, mass excavation for new building to sub grade, trench, installation of storm drain, storm drain force main, sanitary sewer, water service, trench and backfill for gas. It took thorough exercise to put together and review the entire bid package. \$11.8 Million.

San Francisco Department of Public Works (DPW), G14 Sidewalk, San Francisco, CA

Project Engineer. Scope of work consisted of trees pruning, removal of bricks in tree basin, removal of damaged utility boxes, including sidewalk reconstruction, concrete curb, repair concrete sidewalk and concrete bus pad at various locations in San Francisco. \$287,200.

San Pablo, Oakland, CA

Project Engineer. Scope involved the demolition of existing building, abatement, proper construction waste disposal as it was classified as Class 2, grading, paving, site utilities and joint trench. \$950,000.

Department of Veterans Affairs, Upgrade Sanitary System on East Side of Campus, San Francisco, CA

Estimator. Scope consisted of preparation of site for building operations, including demolition and removal of existing structures, trenching, installation of 8" to 12" sanitary sewer and storm drain, backfill and restoration. The project was performed in 2 phases to maintain the access to the hospital facility. Sheet piling was adapted to shore the trench that was about 10' feet deep. Preparation of federal bid and contracts required a great deal of documentations and precision for qualification purposes. \$3.2 Million.

PROJECT EXPERIENCE (CONTINUED)

Block 52, San Francisco, CA

Estimator. Scope of work was to install a shoring system that consisted of installation of soldier beams and pressure treated wood lagging for the building foundation. The length of soldier beam varied from 16' to 40', it also included the installation of safety railing and removal of the top 4 feet of shoring. \$605,500.

Oak Hill Hospital, Florida

Assistant Project Manager. Project scope comprised of Milling and Paving of 2" thick Asphalt pavement, removal and replace of Type-D curb, Sealcoating and striping the entire parking lot (approx. 60,000 SF) in 6 phases. With this project was in the hospital parking lot improvements, it was critical to keep the access to the emergency entrance and exits at all times. Thus, a extensive planning for pedestrians and traffic routing was required in order to carry out the operation safely. \$500,000.

CVS Projects, Kissimmee, Longwood, Spring Hill, Inverness, FL

Assistant Project Manager. Four (4) CVS projects throughout Florida. Scope included complete site restoration-Asphalt and Concrete Paving with base installation, curbing, signage, sealcoating and striping. \$620,000.

Walmart, Kissimmee, FL

Assistant Project Manager. Scope of work was to repairs the section of roads that were settled or cracked. It included the saw-cutting, demolishing and removal of the AC and sub-base, pour concrete slurry sub-base to raise the elevation, identifying additional areas that seemed hollow and required restoration, AC and concrete paving. \$365,200.

Shopping Center, Spring Hill, FL

Assistant Project Manager. Scope consisted of the parking lot improvements comprising of pothole repairs, AC Paving, curb, ADA parking sign, sealcoating and striping. \$440,000.

The Villas of Hillcrest, Plano, TX

Estimator. Total Renovation & Remodeling project of Villas of Hillcrest included the entire new installation of damaged roofing system along with both interior and exterior renovation & remodeling of 11 luxurious villas. The existing condition of each of the villas were unique and therefore were assessed thoroughly to carry out the improvements accordingly. \$5.4 Million.

Surat Municipal Corporation, Katargam Flyover Bridge, India

Construction Engineer Intern. Construction of flyover bridge on Katargam main road. This project was challenging as being located in the area with most complex configuration and densely populated area. The project objective was to connect three areas (Chowk, Gothani circle and Amroli) of the city, having a common junction. The total length of the bridge was 1072 meters. The process included the deep boring, installation of pile, pile cap, pier, pier cap, steam cured girders, pedestals, deck/slab, railings, pre-tensioning and post tensioning of rebars and so on. \$6.2 Million.

RELEVANT EXPERIENCE

04

04 / RELEVANT EXPERIENCE

RELEVANT EXPERIENCE

CITY OF RICHMOND | YELLOW BRICK ROAD PEDESTRIAN AND BICYCLE IMPROVEMENTS

Resolved Issue:

The project included several PG&E electric box and guy wire relocations in order to properly install the new concrete curb ramps. Applications and early coordination with PG&E should have been performed during design so that PG&E could perform their field work without impacting the contractor's project schedule. Swinerton submitted applications on behalf of the project team and coordinated with PG&E to schedule the work.

Lessons Learned:

The key take away is that PG&E coordination should have begun early in the design phase so that PG&E requirements could be better known and applications for work submitted early to ensure PG&E field work was completed prior to the contractor mobilizing.



CITY OF SOUTH SAN FRANCISCO | JUNIPERO SERRA BOULEVARD AND KING DRIVE INTERSECTION IMPROVEMENTS

Resolved Issue:

The City of South San Francisco adopted a new illuminated street name sign standard after award of the contract. The change from fluorescent to LED illuminated street name signs was reviewed late in this project's life, and fortunately before the contractor ordered the equipment. Contractor was able to proceed with minimal delay to the schedule.

Lessons Learned:

The project schedule included an early submittal/procurement period. This procurement period allowed the schedule to be paused after long lead item submittals were reviewed to allow time for delivery. The procurement period minimized the effects of construction at this intersection by allowing time to have all materials on hand before starting the work.



Location
Concord, CA

Client
City of Concord

Design Engineer
BKF Engineers

Date Completed
March 2024

Delivery Method
Design-Bid-Build

Services
Construction Management
Inspection Services

Value
\$5.6 Million

Project Highlights

- Traffic Control
- Concrete Improvements
- Pavement Milling and Overlay
- Demolition
- Potholing of Existing Utilities
- Full Depth Reclamation
- Street Lighting
- Landscape Irrigation

Team Members

- Robert Addiego
- Jonathan Haworth
- Jeffrey Neuenburg
- Oscar Zhao
- Bill Coletto

City of Concord Grant Street | East Street Pavement Rehabilitation Project No. PJ2525

Swinerton Management & Consulting provided Construction Management services that included daily onsite inspection and observation, photo documentation, preparing daily reports, coordination with materials testing and special inspections, submittal and RFI tracking, schedule monitoring, change order review and negotiation, bid item quantity tracking and progress payment review and acceptance. Swinerton is maintaining close coordination with the City, Contractor and other stakeholders to notify them of the work schedule. This project also requires correspondence and close coordination with Caltrans as much of the project limits are in the Caltrans right-of-way. Coordination with the City and designer to obtain the necessary Caltrans permits is required. Services include public outreach and coordination with John Muir Hospital, Mt. Diablo High School, and residents and businesses regarding the project scope and sequence on a regular basis.

The construction scope of work, in general, consists of mobilization, traffic control, water pollution control, demolition, tree removal, potholing of existing utilities, open trench of storm drain, street asphalt concrete pavement by full depth reclamation method, asphalt concrete grind and overlay, concrete curb and gutter, concrete sidewalk, concrete driveway, concrete median, concrete ADA ramp construction, utility adjustments, traffic striping, pavement markings and markers, street lighting, traffic signal modification, and landscape and irrigation construction.

REFERENCE

Mr. Aldrich R. Bautista, PE | Associate Civil Engineer
City of Concord | Engineering Services
1950 Parkside Drive MS/40 | Concord, CA 94519
925.671.3028 | aldrich.bautista@cityofconcord.org

Mr. Bernard Enrile | Capital Improvement Program Manager
City of Concord | Engineering Services
1950 Parkside Drive MS/40 | Concord, CA 94519
925.671.3031 | bernard.enrile@cityofconcord.org



City of Richmond - Yellow Brick Road Pedestrian and Bicycle Improvements

Swinerton Management and Consulting was selected to provide Construction Management and Inspection Services to the City of Richmond for the Yellow Brick Road Pedestrian & Bicycle Improvements Iron Triangle Neighborhood Project. This project is the result of the vision by neighborhood teenagers that wanted safer paths of travel to and from their homes to their schools and parks. The project was designed and closely coordinated with POGO Park, a non-profit organization in Richmond that has been integral in improving the neighborhoods in Richmond. They were able to secure the Federal funding through an ATP Grant and State funding from an Urban Greening Grant.

The project scope of work included installing raised intersections, raised crosswalks, non-raised crosswalks, traffic circles, bus stop pads, curb bulbouts, curb and gutter, sidewalks, driveways, curb ramps, medians, asphalt concrete pavement, textured colored asphalt concrete pavement, slurry seal, base repairs, storm drain manholes and junction structures, catch basins and inlets, storm drain pipes, valve boxes, valve and utility box and manhole adjustments, signing and striping, bike lanes, bike boulevards, traffic signals, pedestrian hybrid beacons (PHB), other warning devices, lighting, and relocating traffic signals and cabinets.

Swinerton's scope of work included resident engineering tasks, field inspections, document control, Caltrans Local Assistance administration, coordination with local utility companies, public outreach, coordination with local schools and hospital, monitoring submittals and RFI's, budget and schedule management, conducting weekly meetings, providing weekly updates to the City Manager's office, quality assurance and special inspections and materials testing.

Location

Richmond, CA

Client

City of Richmond

Engineer

Nichols Consulting Engineers and MIG

Completion Date

August 31, 2022

Value

\$7.5 Million

Deliver Method

Design | Bid | Build

Project Highlights

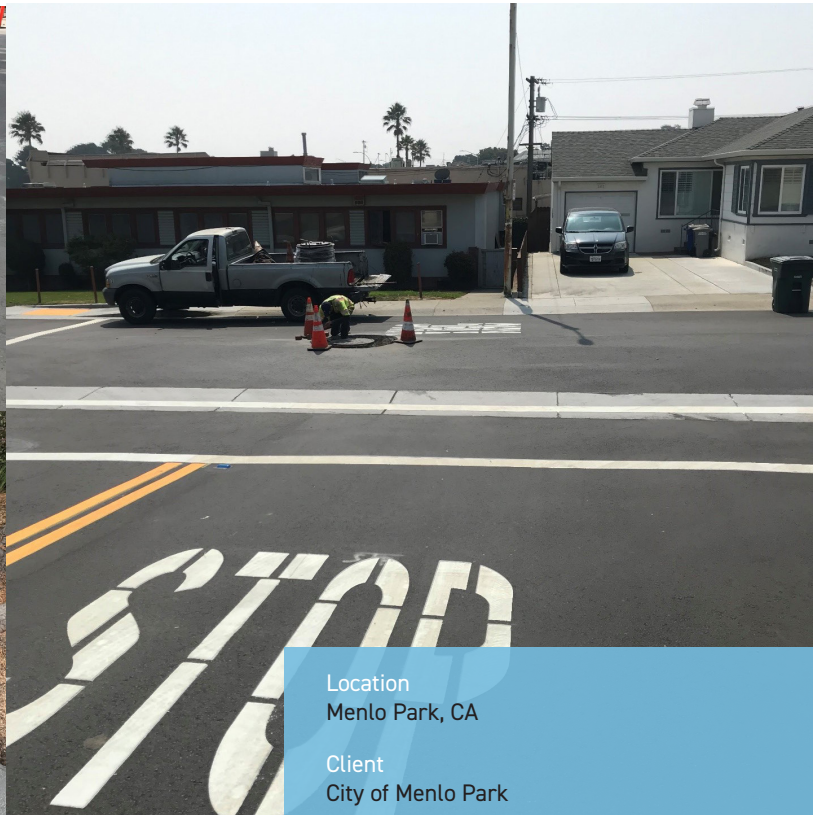
- Federal and State Funded Project
- Caltrans Local Assistance
- Traffic Signal Modifications
- New Street Lighting
- Pedestrian and Bicycle Safety Improvements

Team Members

Robert Addiego
Oscar Zhao
Jonathan Haworth
Dmitry Wyman
Srushti Veluvolu
Jeff Neuenburg
Jacqueline Majors

REFERENCE

Wendy Wellbrock, PE | Senior Civil Engineer
City of Richmond | Public Works Department
450 Civic Center Plaza | Richmond, CA 94804
O: 510.307.8108 | M: 510.672.0846
wendy_wellbrock@ci.richmond.ca.us



City of Menlo Park 2020 Surface Seal Program

Swinerton Management & Consulting provided construction management services for the City of Menlo Park's 2020 Surface Seal Project that consisted of concrete curb and gutter, ADA ramp upgrades, concrete valley gutter, base repairs, skin patches, crack sealing, polymer modified type II slurry seal, thermoplastic striping and markings, and Hot Mix Asphalt speed humps located throughout various streets in Menlo Park, CA.

The scope of work included rehabilitation of approximately 94,000 square yards of City streets with the application of a mixture of water, asphalt emulsion, aggregate, and additives to existing asphalt pavement surface. A slurry seal is similar to a fog seal except the slurry seal has aggregates as part of the mixture. This combined mixture of the emulsion and aggregates represents "slurry". Polymer is commonly added to the asphalt emulsion to provide better mixture properties. The placement of this mixture on existing pavement was the "seal" as it is intended to seal the pavement surface. Slurry seals are generally used on residential streets to create non-slippery and durable pavement surfaces.

Swinerton is providing comprehensive construction management services included project coordination with the City, contractor, designers and other parties, schedule and budget management, managing construction and inspections and project close-out.

Location
Menlo Park, CA

Client
City of Menlo Park

Design Engineer
City of Menlo Park Engineering Division

Value
\$1.15 Million

Completion Date
Fall 2020

Delivery Method
Design-Bid-Build

Project Highlights

- Comprehensive Management Services
- Traffic Control
- Speed Cushions
- Surface Seal
- Community Outreach
- Inspection Services
-

Team Members

Rahul Hindiskere
Jorge Bermudez
Jonathan Haworth
Peter Vorametsanti

REFERENCE

Mr. Rodolfo Ordóñez | Associate Engineer |
City of Menlo Park |
415.517.5617 | raordonez@menlopark.org



City of South San Francisco's Junipero Serra Boulevard and King Drive Intersection Improvements, South San Francisco, CA

Swinerton Management & Consulting is the project manager for the City of South San Francisco's Junipero Serra Boulevard and King Drive Intersection Improvements project. The project provided improvements to increase traffic safety for vehicles, bicycles, and pedestrians.

The Junipero Serra Boulevard and King Drive improvements included redesigned medians and right-turn islands, new more visible overarching traffic signals, protected left-turn phasing for King Drive, speed feedback signs on Junipero Serra Boulevard, new bike lane markings through the intersection and new ADA accessible curb ramps and crosswalks.

The project included Federal Grant funds administered by Caltrans thereby requiring Federal Aid documentation and record keeping. DBE goal was established and satisfied by the project.

Location
South San Francisco, CA

Client
City of South San Francisco

Contractor
Interstate Grading and Paving

Value
\$750,000

Completion
June 2019

Delivery Method
Design-Bid-Build

Project Highlights

- Federal Aid Project Documentation
- DBE Requirements
- Traffic Signals | Pole | Control Systems
- Pedestrian and Bicycle Safety
- Multi-Agency Encroachment Permits
- Construction on a Main City Arterial
- Pavement Replacement

Team Members

Lissette Morales
Wing Wong
Martin Lui
Jeremy Meade
Reza Zarghampour

REFERENCE

Mr. Matthew Ruble | Principal Engineer |
City of South San Francisco | 315 Maple Avenue |
South San Francisco, CA 94080 |
650.829.6671 | mattruble@ssf.net

Mr. Angel Torres | Senior Engineer | City of South San Francisco | 315 Maple Avenue | South San Francisco, CA
650.829.6652 | Angel.Torres@ssf.net

Swinerton | Master

EXPERIENCE AND TRACK RECORD OF OUTSTANDING PERFORMANCE PROVIDING PROFESSIONAL SERVICES IN THE LAST TEN YEARS

Swinerton also has a wealth of experience providing program, project and construction management services to Owners. That experience includes healthcare, public buildings, public safety and infrastructure projects. Sampling list of our experience includes:

- Kaiser Permanente Antioch Medical Center
- Kaiser Permanente Modesto Medical Center
- Kaiser Permanente South Sacramento Medical Center Expansion
- Kaiser Permanente Redwood City
- San Mateo Community College District
- Marin Community College District - College of Marin
- City of San Francisco - Doyle Drive Reconstruction
- West Valley Mission Community College Drive
- Peralta Community College District
- La Clinica De La Raza, Oakland, CA
- La Clinica De La Raza, Vallejo, CA
- City of Milpitas Library and Parking Garage, Milpitas, CA
- City of Milpitas Fire Station No. 2, Milpitas, CA
- City of Dublin - Dublin Boulevard Widening, Rule 20A Utility Underground District and Civic Center HVAC Replacement
- City of Cupertino - Stevens Creek & Park Restoration and Blackberry Farm Trail, Cupertino, CA
- City of El Cerrito - Recycling Center, El Cerrito, CA
- Yosemite Falls Trail, Yosemite Park, CA
- City of Richmond - Capital Improvement Pump Station and Sewer Collection, Richmond, CA
- City of Milpitas - Main Sewer Pump Station, Milpitas, CA
- City of Menlo Park - Sharon Heights Pump Station, Menlo Park
- City of Orinda - Pavement Rehabilitation Program, Orinda, CA
- City of Concord - Willow Pass Road Trunk Sewer Upgrade, Concord, CA
- City of Menlo Park - US101/Willow Road Interchange, Santa Cruz Avenue Sidewalk Improvements, Menlo Park, CA
- City of Petaluma - Water Treatment Plant, Petaluma, CA
- City of Menlo Park - Sand Hill Reservoir, Menlo Park, CA
- City of Menlo Park - Range Waterline Replacement,
- Walnut Creek Water Treatment Plant Expansion, Walnut Creek, CA
- City of Dublin - East County Hall of Justice Complex, Dublin, CA
- City of Richmond - Via Verdi and San Pablo Creek Culvert Restoration, Richmond, CA
- City of Pleasant Hill - New Library and Flood Improvements, Pleasant Hill, CA
- City of Dublin - Public Safety Complex – Police and Fire Services Building Seismic Improvements, Dublin
- Mariposa Sanitary Sewer and Shasta Storm Drain Improvements, Vallejo, CA
- City of South San Francisco - Various Sewer and Storm Drain Utilities, Multiple Streets and Traffic System Management, Parks and Playground
- Santa Clara Family Justice Center, Santa Clara, CA
- San Benito Court House, Hollister, CA
- Town of Los Gatos Library, Los Gatos, CA
- Castro Valley Library, Castro Valley
- San Lorenzo Library, San Lorenzo, CA
- County of Santa Clara Vietnamese American Community Center, Santa Clara, CA
- County of Alameda, East County Hall of Justice
- City of Millbrae Recreation Center, Millbrae, CA
- City of San Pablo Community Center, San Pablo, CA
- City of Emeryville Community for Life Center, Emeryville, CA
- City of Brentwood, Community Center and Civic Center, Brentwood, CA

PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

05

05 / PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

PROJECT APPROACH, ORGANIZATION, AND LOCAL PRESENCE

Project Understanding & Approach

The City of Daly City (City) seeks a qualified professional firm to provide construction inspection and support services required for construction of the Daly City, Skyline Slurry Seal and Westmoor Avenue and Westridge Avenue Intersection Quick Build project. The contractor for the scope of work is VSS International. The construction cost for Bid Schedule A Skyline Slurry Seal is approximately \$3.1 Million. The construction cost for Bid Schedule B Westmoor Ave and Westridge Ave Intersection Quick Build is approximately \$413,000. The work is anticipated to begin in January 2025 and completion within 145 working days, with anticipated phasing for the slurry seal application during more favorable weather.

The consultant will provide construction support and inspector services to the City's Resident Engineer/Project Manager for the project. The Consultant Project Manager shall be the main point of contact for the City to coordinate and support the inspector. City anticipates full-time project inspection by qualified personnel throughout the duration of the project, including for potential concurrent activities taking place at various locations and dates. Senior Construction Inspector Jonathan Haworth will be the full-time primary inspector on a regular basis, back-filled by Project Manager Srushti Vaghela for those occasions of concurrent activities to ensure all activities are constantly under supervision.

Swinerton's inspectors will include construction observation and acceptance of testing as specified in contract specifications. Swinerton's inspector shall observe, monitor, inspect, and document all aspects of the contractor's daily activities. Swinerton documents the activities using a daily report form similar to the Cal Trans daily inspection report form to record manpower, equipment, and materials. These are supported by digital photos and video records taken of the daily work progress to document the Contractor's work.

Project inspector(s) observations include review that the Contractor's temporary installations including, but not limited to traffic controls, material storage, and work areas are provided and maintained in accordance with approved plans, City standards, industry practices and OSHA guidelines, and that the ROW is safely accessible by both vehicles and pedestrians as intended.



Community Outreach

The projects are in the midst of an established residential neighborhood surrounding Skyline Boulevard, with the area west of Skyline Boulevard having limited access points to the main thoroughfare. The impacts of construction - access, noise, dirt and vibration are unavoidable. However, our experience has been that tolerance levels are much higher if everyone knows in advance what and when construction activities will be occurring. In partnership with the City and contractor, communication and community outreach is necessary to ensure that stakeholders are notified for timely decision-making. The goal is to communicate regularly and early so that there no surprises.

Work Plan

TASK 1.1- PRE CONSTRUCTION

PROJECT MANAGEMENT

- Attend Construction Kick Off Meetings/Preconstruction meetings

TASK 1.2 - CONSTRUCTION OBSERVATION / INSPECTION

PUBLIC OUTREACH

- Coordination with the City regarding traffic control measures.
- Meet with individual owners and operators to inform, coordinate and mitigate construction impacts.

PROJECT PROGRESS PAYMENTS MANAGEMENT

- Review quantities submitted with monthly progress payment requests
- Perform Field Quantity verification.

REQUEST FOR INFORMATION MANAGEMENT

- Attend meetings with City, Design Engineer, Contractor and other parties, as needed, to discuss and resolve RFI.

DAILY CONSTRUCTION OBSERVATION / INSPECTION

- Provide day-to-day on-the-job observation/inspection of work. Inspection shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities and file them electronically; take progress photographs and label them in the file; review contractor record drawing markups; punch lists; coordinate with City's Project Manager for final inspection; and assist with other

matters relating to construction of the project.

- Assist City with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

TASK 1.3 - POST CONSTRUCTION

FINAL INSPECTION

- Provide final inspection services and project closeout activities, including preparation of a punch list, inspection & acceptance of corrective work.

Partnership with the City of Daly City

During the project, Project Manager Srushti Vaghela will be the primary point of contact for City staff. Srushti will provide administrative management and related services necessary to adequately support Senior Construction Inspector Jonathan Haworth in monitoring and observing the work.

The essence of our Work Plan and Approach is to develop strong synergy and collaboration. By establishing a fully integrated team of dedicated and experienced construction professionals, we not only have the technical expertise required, but we develop the relationships and trust that allows the participants to challenge ideas without challenging people. This approach and trust will be instrumental in building a strong relationship with the City.

Nearby Office Location

Swinerton will provide services from our San Francisco Office located at 260 Townsend Street, 3rd Floor, San Francisco, CA 94107. We are in very close proximity to the Project, City Hall and the Engineering Department as we have multiple active projects in the Cities of Daly City, South San Francisco and San Bruno. Many members of our staff are also residents in nearby cities, and within San Mateo County. This allows us to respond quickly to unscheduled or emergency situations. Swinerton will always be available to respond to the City's needs or requests, even after hours. Srushti can be reached at 415.265.8254 or srushti.vaghela@swinerton.com as needed in an urgent situation. The Swinerton Team member that will be the first to arrive will be briefed of the situation at hand, and then will be able to assist the City.

In addition to San Francisco, Swinerton also has Bay Area offices in Counties of Alameda, Contra Costa, and Santa Clara.

COST PROPOSAL AND HOURLY BILLING RATES *UNDER SEPARATE COVER*

06

Jeff Gee, AIA

PRINCIPAL-IN-CHARGE

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M: 650.483.7412

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SWINERTON
MANAGEMENT & CONSULTING



NOVEMBER 06, 2024

**CITY OF DALY
CITY
SKYLINE SLURRY SEAL
& WESTMOOR AVENUE
AND WESTRIDGE AVENUE
INTERSECTION QUICK BUILD**

Cost Proposal for
Construction Inspection/Support Services
Under Separate Cover



	Jonathan Haworth Sr. Construction Inspector		Shrusti Vaghela Project		Total Cost
	Hours per Task	Rate/Hour	Hours per Task	Rate/Hour	
		\$174		\$176	
TASK 1.1- PRE CONSTRUCTION	24	\$4,176	24	\$4,224	\$8,400
PROJECT MANAGEMENT					
TASK 1.2 - CONSTRUCTION OBSERVATION / INSPECTION	1160	\$201,840	360	\$63,360	\$265,200
PUBLIC OUTREACH					
PROJECT PROGRESS PAYMENTS MANAGEMENT					
REQUEST FOR INFORMATION MANAGEMENT					
DAILY CONSTRUCTION OBSERVATION / INSPECTION					
TASK 1.3 - POST CONSTRUCTION	24	\$4,176	24	\$4,224	\$8,400
FINAL INSPECTION					
Subtotal Hours	1208		408		
Subtotal Cost per Consultant Individual		\$210,192		\$71,808	
GRAND TOTAL					\$282,000

Exclusions:

1. Construction contract claims & schedule delays;
2. Night and Weekend Differential

FEE PROPOSAL



SWINERTON'S PRICING PHILOSOPHY

Swinerton's philosophy on pricing is based on collaborating with our Clients and developed with a thorough understanding of the services that are required that will meet the Client's budget. We look at the types of services and tasks, the duration of the assignment, and customize our fees according to those needs. In collaboration with our Clients, a scope of services is defined, project schedule and a staffing plan is developed, adjusted for workload, and then fees are developed.

DISCIPLINE	Hourly Rates 2024	Hourly Rates 2025	Hourly Rates 2026	Hourly Rates 2027	Hourly Rates 2028	Hourly Rates 2029
Principal in charge	\$265	\$273	\$281	\$290	\$298	\$307
Project Executive	\$244	\$251	\$259	\$267	\$275	\$283
Program Manager	\$244	\$251	\$259	\$267	\$275	\$283
Sr. Project Manager	\$213	\$219	\$226	\$233	\$240	\$247
Project Manager	\$171	\$176	\$181	\$187	\$192	\$198
Asst. Project Manager	\$141	\$145	\$150	\$154	\$159	\$163
Sr. Construction Manager	\$213	\$219	\$226	\$233	\$240	\$247
Construction Manager	\$171	\$176	\$181	\$187	\$192	\$198
Asst. Construction Manager	\$141	\$145	\$150	\$154	\$159	\$163
Sr. Construction Inspector	\$169	\$174	\$179	\$185	\$190	\$196
Construction Inspector	\$124	\$128	\$132	\$135	\$140	\$144
Sr. Project Engineer	\$137	\$141	\$145	\$150	\$154	\$159
Project Engineer	\$114	\$117	\$121	\$125	\$128	\$132
Corp. Manager of Project Controls	\$334	\$344	\$354	\$365	\$376	\$387
Scheduler Claims Principal	\$265	\$273	\$281	\$290	\$298	\$307
Sr. Scheduler Claims Associate	\$217	\$224	\$230	\$237	\$244	\$252
Scheduler Claims Associate	\$170	\$175	\$180	\$186	\$191	\$197
Scheduler Cost Analyst	\$149	\$153	\$158	\$163	\$168	\$173
Constructability Reviewer Commissioning	\$186	\$192	\$197	\$203	\$209	\$216
Sr. Financial Controls Manager	\$167	\$172	\$177	\$182	\$188	\$194
Financial Controls Manager	\$134	\$138	\$142	\$146	\$151	\$155
Chief Estimator	\$223	\$230	\$237	\$244	\$251	\$259
Sr. Cost Estimator	\$207	\$213	\$220	\$226	\$233	\$240
Cost Estimator	\$191	\$197	\$203	\$209	\$215	\$221
Administrative Manager	\$126	\$130	\$134	\$138	\$142	\$146
Sr. Project Field Administrator	\$107	\$110	\$114	\$117	\$120	\$124
Project Field Administrator	\$92	\$95	\$98	\$101	\$104	\$107
Intern	\$80	\$82	\$85	\$87	\$90	\$93

Swinerton's Standard Hourly Rates are all-inclusive of overhead, laptop computers, cell phones, travel within the greater Northern California Area, office supplies, etc. Expenses that are not included in our hourly rates would be costs of any specialized software licenses/computer programs required by our Clients. Additional reimbursable items, if any, would be invoiced at cost to the Client.

With the exception of our administrative support staff, all of our positions are exempt. This means that there are no overtime or holiday rates. In addition, there are no premium costs for managing work during weekends or holidays, and as a consultant, there are no overtime premiums.

Jeff Gee, AIA

PRINCIPAL-IN-CHARGE

D: 415.984.1239

M: 650.483.7412

jgee@swinerton.com



260 Townsend Street
San Francisco, CA 94107

swinertonmc.com

SWINERTON
MANAGEMENT & CONSULTING



City Council Agenda Report

Item # _____

Meeting Date: December 09, 2024

Subject: Amendment to Professional Services Agreement with Swinerton for Project Management and Construction Support Services for Various Projects

Recommended Action

Staff recommends that the City Council authorize the City Manager to execute an amendment to the professional services agreement with Swinerton Builders DBA Swinerton Management & Consulting, Inc. (Swinerton) of San Francisco, California, to provide additional project management and construction support services for the City Hall HVAC & Civic Center Generator Replacement, Civic Center North Human Resources Tenant Improvements, Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement, and Fire Station 94 Improvements projects.

Background

On November 14, 2022, an agreement was executed with Swinerton to provide project management and construction support services for the City Hall HVAC & Civic Center Generator Replacement, Daly City Doelger Art Center Roofing & HVAC Replacement, and War Memorial HVAC Replacement projects in an amount not to exceed \$264,565.00.

On April 10, 2023, City Council authorized an amendment in the amount of \$299,754.00 to the agreement with Swinerton to include project management and construction support services for the Civic Center North Human Resources Tenant Improvements, Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement, and Fire Station 94 Improvements projects due to the termination of the agreement with AGS in January 2023 for lack of performance.

Discussion

Additional project management and construction support services are needed for the City Hall HVAC & Civic Center Generator Replacement, Civic Center North Human Resources Tenant Improvements, Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement, and Fire Station 94 Improvements projects due to increased effort and scope of work for unexpected project conditions.

Fiscal Impact

The proposed amendment would increase the contract amount by \$102,960.00 for a total not-to-exceed contract amount of \$667,279.00.

Sufficient funds are available in the previously approved and appropriated General CIP Fund account 31-313-912 – Serramonte Library ADA Upgrades to fully fund the proposed Swinerton

amendment. If approved, funds from General CIP project account 31-313-912 – Serramonte Library ADA Upgrades will be distributed to General CIP project accounts 31-313-539 – Fire Department Administration Breakroom Installation, 31-313-909 – Civic Center North Tenant Improvements, 31-313-911 – Serramonte Library Elevator, and 31-313-930 – City Hall HVAC for this amendment.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute an amendment to the professional services agreement with Swinerton of San Francisco, California, to provide additional project management and construction support services for the Daly City Civic Center – HVAC and Emergency Generator, Civic Center North Human Resources Tenant Improvements, Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement, and Fire Station 94 Improvements projects.

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

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Swinerton Management & Consulting – Additional Services Proposal for Project and Construction Management Services dated November 21, 2024.

November 21, 2024

Mr. Richard Chiu
Public Works Director
City of Daly City
333 – 90th Street
Daly City, CA 94015

RE: Additional Services Proposal for Project and Construction Management Services
***Various City Hall HVAC and Civic Center Generator Replacement, and
Civic Center North HR TI, Serramonte Library and Fire Station 94 projects***

Dear Mr. Chiu:

Swinerton Management and Consulting (Swinerton) respectfully submits this request for additional service for the subject projects. In March 2023, City of Daly City selected Swinerton to support the City with the delivery of this swarm of projects. We hope that we have demonstrated to the City that we understand the project delivery process as shown during our engagement thus far. Unfortunately, the projects have encountered several unexpected issues that increased Swinerton's effort for execution, and thus are submitting this request to increase our authorization.

City Hall HVAC and Generator Upgrade project: Coordinating the design consultants has been the greatest challenge. Progress was significantly slower than our projected timelines anticipated leading to project delays. After discussion with City, we had to request a personnel substitution from the design firm in November 2023 in effort to improve communication and progress. The project is now on hold while reviewing the consultants request for additional fee. We anticipate potential alternates will be listed in the bid package to make up the difference between the cost estimate and the construction budget. Delays and added efforts include:

- a. Delayed progress due to design consultant performance.
- b. Repeated efforts on expectations with the feasibility study.
- c. Addressing the consultants increased fee request.
- d. Anticipated increase in bid documents coordination effort to match construction cost with construction budget.

Project Manager for three months design 180 hours:	\$19,320
Project Manager for 20 hours anticipated bid documents scope/alternates	<u>\$ 3,220</u>
Total City Hall HVAC and Generator Upgrade:	\$22,540

Serramonte Library: Coordinating the design consultants has been a great challenge on this project as well. The design process tracked well with the anticipated twelve months duration until the plan check phase. The design team struggled with ADA accessibility building code compliance during the permit process. This resulted in a three-month delay in responding to plan check comments. The project is currently going through a second bid process after the first bids had to be rejected due to a discrepancy in the bid documents related to alternates. The contract award will be six weeks later than anticipated. Delays and added efforts include:

- a. Designer coordination for building permit related to ADA compliance on the exterior. Facilitate a second construction contract re-bid due to alternates confusion in the original bid documents, including rescheduling the overall project.

Project Manager for three months design 180 hours	\$19,320
Project Manager for a second bid 60 hours	<u>\$ 9,660</u>
Total Serramonte Library	\$28,980

Civic Center North: This project experienced unexpected conditions that increased the scope of work including existing hazardous materials and increased coordination effort including sourcing fixture, furniture and equipment (FF&E) and serving as liaison with the tenant which was not in Swinerton's original scope of work. Swinerton also spent extra effort in trying to identify the existing plumbing and fire sprinkler layout to facilitate design, examine special inspection requirements, and research the ballistic resistance requirement of the proposed space. The construction schedule is currently delayed by ninety days due to haz mat, ADA restroom change, and multiple change orders to date. Delays and added efforts include:

- a. Increased scope of construction with unanticipated hazardous materials abatement
- b. Coordinate existing and new plumbing conditions with building inspector related to contractor's error.
- c. New restroom design during construction due to existing conditions not meeting current ADA compliance.
- d. Additional coordination for FF&E that was not described in the original scope of work.
- e. Project liaison between the owner and tenant to facilitate communication and coordinate the project.

Project Manager for three months construction 180 hours	\$19,320
Project Engineer for three months of construction 240 hours	<u>\$25,680</u>
Total Civic Center North	\$45,000

Fire Station 94: The fire station 94 project has just completed scoping. Swinerton did not include participation in multiple activities with the end user and Engineering department to develop the project scope for the request for design proposals.

- a. Coordinate project description with end user and engineering department to determine the project scope for design.

b. Anticipate assisting the City with further scoping or value engineering to the project budget.

Project Manager for 40 hours scoping and predesign \$6,440.

Swinerton respectfully request an addition of \$102,960 for all four projects to our contracts. Lissette Morales and Wanda Wong will continue to oversee these projects. Matthew Mackenzie and Ayushi Patel will serve as Project Engineer/Inspector during construction.

Thank you for the opportunity to continue to serve the City of Daly City. If you have any questions, please do not hesitate to contact me at 415-984-1239, or my cell phone at 650-483-7412, or by email at jgee@swinerton.com.

Very truly yours,



Jeffrey S. Gee, AIA, Vice President
SWINERTON MANAGEMENT & CONSULTING
Division Manager | General
Manager
Principal-In-Charge

Cc: L. Morales
W. Wong
22 100 066 and 23 100 009



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Setting Time and Place for a Public Hearing to Consider a General Plan Amendment GPA-11-22-015959, Zone Change ZC-1-22-015960, Use Permit UPR-11-22-015962 and Design Review DR-11-22-015961, Allowing the Construction of a Battery Energy Storage System and Transmission Line Connection at 2150 Geneva Avenue

Recommended Action

Set time and place for a public hearing on January 27, 2025, to consider a General Plan Amendment GPA-11-22-015959, Zone Change ZC-1-22-015960, Use Permit UPR-11-22-015962 and Design Review DR-11-22-015961.

Background

The applicant, Cormorant Energy Storage LLC, has applied to develop an approximately 11-acre vacant lot (see Attachment A, Location Map) for a 250-megawatt battery energy storage system (BESS). The project site is located near the southeast corner of the intersection of Carter Street and Geneva Avenue. It is approximately 1.4 miles from the nearest highway interchange (U.S. Highway 101). The project site is currently undeveloped (used for vehicle and building material storage) and surrounded by a mix of land uses. State-owned land with an arena and event center (Cow Palace) is located to the north and east; open space is located directly to the south with residential subdivisions located farther south across Martin Street; and residential subdivisions are located across Carter Street to the west. The PG&E Martin Substation, the project's point of interconnection, is located approximately 0.5 miles east of the project site. Access to the project site will be from a driveway connecting to Carter Street at the northwest corner of the lot. The applicant is requesting an amendment to the General Plan from Commercial Retail and Office (C-RO) to the Industrial (I) land use designation and zoning amendment from Light Commercial (C-1) to Heavy Commercial (C-2), to allow for the battery energy storage facility use at the site. A Development Agreement was required of the applicant with the City to address obligations for construction, funding, project terms, financial provisions, tax and community benefits and workforce agreements.

Summary/Conclusion

Staff recommends that the City Council set January 27, 2025, at 7:00 p.m. as the date and time for a public hearing to consider General Plan Amendment GPA-05-24-16525, Planned Development Rezone PD-10-22-015932, and Design Review DR-04-18-13424.

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

Respectfully submitted,

Sam Fielding
Associate Planner

Tatum Mothershead
Director of Economic and Community
Development



City Council Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Consider Partnership with Thornton High School at the Pacelli Event Center

Recommended Action

Consider City partnership with Thornton High School (THS) of the Jefferson Union High School District to have use of the Pacelli Event Center on Monday, May 19 (practice) and Tuesday, May 20, 2025 for their Graduation ceremonies, and consider fee waivers.

Background

In the past years THS has had the ability to use the Serramonte del Rey space to hold their Graduation ceremonies. Due to the closure of the space THS has reached out to the Department of Recreation Services to see if there was an ability to use the Pacelli Event Center. Unfortunately, due to the time of the year, all other JUHSD locations are being used by the specific schools. THS has requested the City of Daly City to partner for its Graduation ceremonies; both the rehearsal on Monday, May 19 and graduation on Tuesday, May 20, 2025 for approximately 300 people. As a partner, the City would host the event at the Pacelli Event Center within Westlake Park and provide the tables and chairs, set-up and clean-up, on the day of. THS would provide all items pertaining to the graduation ceremonies and make sure that all items are cleared from the facility by their end time. They will also make sure that the space is left in the manner it was received.

Discussion

The City Council may consider becoming an official partner and waiving fees and other requirements for the rental of the Pacelli Event Center, from 10am to 5pm. The chart below depicts all costs associated with the rental:

+ This is a mandatory fee associated with all non-athletic gym rentals.	Fees: 5/19: 12 - 4pm 5/20: 10am – 5pm	Non-Refundable Fees		Refundable Fees	Total
	(\$225 per/hr x 11 hours)	Insurance	Custodial Fee (Mandatory) +	Deposit	
Pacelli Event Center	\$2,475	\$147	\$400	\$1,000	\$4,022

Thornton High School would need to submit payment for the \$1,000 refundable deposit, \$400 non-refundable mandatory custodial fee and the \$147 non-refundable insurance fee. The total rental fees requested to be waived are \$2,475.

Summary/Conclusion

Staff recommends that the City Council provide direction to staff on event partnership and fee waivers.

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

Respectfully submitted,

Denise Brown
Director of Recreation Services



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Authorize the City Manager to Execute a License Agreement with Westlake School for Performing Arts for the Use of Certain Portions of the Doelger Art Center (200 Northgate Avenue, Daly City, CA)

Recommended Action

It is recommended that the City Council authorize the City Manager to execute a license agreement with the Westlake School for Performing Arts (WSPA) for a five-year term (FY2024-2029).

Background

The Westlake School for Performing Arts has provided a variety of music and dance classes for Bay Area youth and adults since 1991. Its programs include pre-professional training in classical ballet, ethnic dance classes in tap, jazz, hip hop, musical theater, as well as private classes in piano and voice.

WSPA seeks to renew its license agreement with the City for a five-year term (2024-2029), in order to continue providing these classes to the community.

Fiscal Impact

WSPA will pay the City the following fees to coincide with a 5% rent increase for the first three years, and a CPI increase, not to exceed 5% for years four and five:

Year 1 (December 1, 2024 – November 30, 2025): \$199,456.50/year (\$16,621.38/month)
Year 2 (December 1, 2025 – November 30, 2026): \$209,429.33/year (\$17,452.44/month)
Year 3 (December 1, 2026 – November 30, 2027): \$219,900.80/year (\$18,325.07/month)

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a license agreement with Westlake School for Performing Arts allowing for the use of Units 2,4, 6, 8, 10, 11, 11 A and Common Areas of the Doelger Arts Center, in order to provide music and art classes through Fiscal years 2024- 2029.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Attachment: Draft License Agreement

LICENSE FOR THE USE OF PROPERTY

This License is entered by and between the CITY OF DALY CITY ("City") and Westlake School for the Performing Arts ("Licensee"). This License is made and executed on _____, in Daly City, California.

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

WHEREAS, the Licensee, a duly organized corporation, desires to use **Units 2, 4, 6, 8, 10, 11, 11A and Common Areas** (hereinafter described as "Premises") of the Doelger Arts Center in order to provide cultural arts classes to the public;

NOW, THEREFORE, the parties agree as follows:

1. The City grants to Licensee a revocable license to use the Premises for the limited purpose of providing cultural arts classes for the benefit and convenience of the public. No other dissimilar uses, including childcare and fitness classes, are allowed without prior written consent from the City.
2. License Fee. Licensee shall pay the City the following fees to coincide with a 5% rent increase for each of the following three (3) fiscal years, with a CPI increase not to exceed 5% for years four (4) and five (5):

Year 1 (December 1, 2024 – November 30, 2025): \$199,456.50/year (\$16,621.38/month)
Year 2 (December 1, 2025 – November 30, 2026): \$209,429.33/year (\$17,452.44/month)
Year 3 (December 1, 2026 – November 30, 2027): \$219,900.80/year (\$18,325.07/month)

in advance for the term of this License, unless terminated as provided herein. Except as otherwise specified herein, all payments required to be made by Licensee under this License shall be made without any set off, deduction or counter claim whatsoever and shall be made payable to and delivered by the fifteenth (15th) of the previous month to the City at the office of the Daly City Department of Finance, 333-90th Street, Daly City, California, 94015.

3. Term. This License shall commence on December 1, 2024, and shall remain in effect until December 31, 2029, unless terminated by the City upon 120 days written notice to Licensee.
4. Use of Premises. Licensee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or obstruct the sidewalk in front of, within or adjacent to the Doelger Arts Center.

5. Business License. Licensee must maintain a Daly City Business License in good standing for the duration of the term of this License.
6. Smoking Prohibited on Premises. Smoking is prohibited in all areas of the Doelger Arts Center, including the courtyard and parking lot (Daly City Municipal Code – Chapter 8.36).
7. Employee Background Checks. Licensee shall comply with all applicable federal and state laws with respect to employee background checks.
8. Tuberculosis Testing Requirements. Licensee shall comply with all applicable state laws with respect to tuberculosis testing requirements. Hours of Operation. Licensee may provide cultural arts classes Monday through Friday from 6:00 a.m. to 10:00 p.m., and on Saturdays and Sundays from 8:30 a.m. to 10:00 p.m. No classes, rehearsals, or other use of the Premises may take place between the hours of 10:00 p.m. and 6:00 a.m. on weekdays and 10:00 p.m. and 8:30 a.m. on Saturdays and Sundays.
9. Noise. Amplified sound (music and/or voice) is not permitted in outdoor areas, nor shall amplified sound project outside of any building on the Premises (Daly City Municipal Code Chapter 9.32). Non-amplified instruments, including drums, string instruments, brass, and woodwinds, must be used indoors and shall not project outside of any building on the Premises.
10. Subleasing of Premises Prohibited. Licensee is not permitted to sublease or grant third party use of any part of Premises. Any violation of this restriction will result in the revocation of the Licensee's License.
11. Licensee shall provide adequate supervisory personnel so that someone may be identified and contacted regarding management of the service at all times when any cultural arts classes are being given.
12. Licensee shall be responsible for maintaining the Premises in a clean and orderly manner, and for removing debris or rubbish after each day's classes. If Licensee fails after notice from the City to maintain and keep the Premises clean and orderly, the City may at the expense of the Licensee cure the deficiency at any time. If such problem occurs the second time, the City reserves the right to revoke Licensee's License.
13. Licensee understands that as a licensee, it has no property interest in the Premises or the Doelger Arts Center, and the Licensee is a post-acquisition occupant pursuant to this License, that the property subject to this License has been acquired or is being held for a public use and will be available only in the interim, and that the development for such ultimate use may result in the termination of this License. Pursuant to state law, and pursuant to the City of Daly City's

Relocation Assistance Rules and Regulations, post-acquisition parties such as the Licensee, are not eligible for relocation assistance and payments even though they may move as a result of termination of this License. Revocation of this License shall not suffer the City of Daly City to provide relocation assistance or payments to the Licensee.

Indemnification. Licensee agrees to indemnify, defend and hold harmless the City from and against any and all claims, losses, damages, expenses, judgments and costs, including attorney's fees and court costs, resulting from Licensee's use of the Premises under this License.

14. Insurance. Licensee shall, at its own expense, maintain in force during the term of this License a policy of comprehensive liability insurance insuring the City against any liability resulting from Licensee's use of the Premises under the License. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be no less than \$500,000.00 dollars per occurrence for all coverages and \$1,000,000.00 dollars general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 2015). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. There shall be no cross-liability exclusion.

Licensee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Licensee's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Licensee agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Licensee agrees to provide complete copies of policies to City upon request.

Licensee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this License in no way waives any right or remedy of City or any additional insured, in this or any other regard.

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

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

Thomas J. Piccolotti
City Manager
City of Daly City
333 90th Street
Daly City, CA 94015
Email: tpiccolotti@dalycity.org

Copy to:

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

All notices to the Licensee shall be sent to:

Debbie Knutson
Westlake School for the Performing Arts
200 Northgate Avenue Suite # 4,
Daly City, CA 94015

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

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

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

CITY

LICENSEE

By: Thomas J. Piccolotti
City Manager

By: Debbie Knutson
Administrative Director



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Authorize the City Manager to Execute a Temporary License Agreement with The Olympic Club for the Use of the Parking Lot at Doelger Art Center (200 Northgate Avenue) and the Use of the Parking Lot and Field at Westlake Park (145 Lake Merced Boulevard)

Recommended Action

Authorize the City Manager to Execute a Temporary Use Agreement with The Olympic Club for use as parking for the 2025 U.S. Amateur Championship for the period August 8, 2025 to August 17, 2025.

Background/Discussion

The Olympic Club will be hosting the 2025 U.S. Amateur Championship in August 2025. The Olympic Club has requested to use the parking lot located at the Doelger Art Center located at 200 Northgate Avenue in Daly City and the parking lot and field at Westlake Park located at 145 Lake Merced Boulevard in Daly City for the purposes of parking for spectators.

Fiscal Impact

The Olympic Club shall remit in-kind services to carry out the "Restoration" as outlined in draft Temporary License Agreement, which have an estimated value of \$8.50 per spot per day for the approximately five hundred twenty five parking spots.

Summary/Conclusion

Staff recommends that the City Council authorize the City Manager to execute a Temporary Use Agreement with The Olympic Club for use as parking for the 2025 U.S. Amateur Championship.

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

Respectfully submitted,

Rose Zimmerman
City Attorney

Leilani Ramos
Assistant to the City Manager

Attachments: Draft Temporary License Agreement

PARKING AGREEMENT

THIS PARKING AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2024 by and between The Olympic Club ("The Olympic Club") and the City of Daly City ("Daly City").

BACKGROUND

- A. Daly City presently controls the parking lot (the "Lot") and playing fields (the "Fields") located at Westlake Park in Daly City, California.
- B. The Olympic Club desires to utilize the Lot and Fields for parking and shuttle services for the 2025 U.S. Amateur Golf Championship to be held August 8, 2025, through August 17, 2025 ("Event") at the The Olympic Club in San Francisco, California.
- C. Daly City has the authority to contract for The Olympic Club's use of the Lot and Fields.
- D. Daly City presently controls the parking lot at 200 Northgate Avenue (the "Northgate Lot") in Daly City, California, and the The Olympic Club desires to use the Northgate Lot for additional and overflow parking during the term of the Event.
- D. Daly City and The Olympic Club desire to enter into this Agreement to set forth the agreement between the parties in connection with The Olympic Club use of the Lot, Fields and Northgate Lot for the Event.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Olympic Club and Daly City agree as follows:

- 1. **TERM.** The term of this Agreement shall be for the period commencing August 8, 2025 and continuing until August 17, 2025; provided, however, that each party shall be obligated to fulfill its obligations which are accrued but unpaid or not performed as of the date of termination.
- 2. **DALY CITY OBLIGATIONS.** Daly City hereby covenants and agrees with The Olympic Club that:
 - (a) **Exclusive Use.** Daly City shall make one hundred fifty (150) asphalt parking spots (August 11, 2025 through August 17, 2025) and approximately three hundred (300) grass parking spots (August 8, 2025 through August 17, 2025) in the designated areas at Westlake Park, as well as approximately seventy-five (75) asphalt parking spots (August 11, 2025 through August 17, 2025) in the designated areas at Doelger Art Center, available to The Olympic Club for parking each day of the Event, regardless of whether such spots are actually used by The

Olympic Club on each such day. Daly City shall ensure that no other parties interfere with The Olympic Club's exclusive use thereof during the Event. It is agreed and understood that The Olympic Club will not have access to the Larcombe Parking lot, or the upper lot of the Doelger Art Center.

(b) **Prior & Subsequent Use.** Daly City shall also provide The Olympic Club access to the Lot on mutually agreed dates preceding and following the Event so that The Olympic Club may prepare the Lot for the Event and clean-up following the Event. The Olympic Club will coordinate with Daly City regarding such prior and subsequent use. Specifically, The Olympic Club shall have non-exclusive use from August 6, 2025 for the purposes of preparing the Lot for the Event.

(c) **Modification.** Daly City shall permit The Olympic Club to rope and/or fence (chain or barricade) the Lot and to direct the parking of cars on the Lot as more fully set forth in Section 3. Daly City shall also permit The Olympic Club to erect shade canopies (either 10'x10' or 20'x20'), restroom, storage and office facilities, and/or place signage (including flagpoles, banners, directional signs and traffic cones) on the Lot as The Olympic Club deems appropriate. The Olympic Club shall be solely responsible for configuring the Lot for use during the Event.

(d) **Event Access.** Daly City shall permit The Olympic Club to retain the services of a car parking service to park vehicles during the Event, as The Olympic Club deems appropriate. Any such service shall be at The Olympic Club's sole expense. The Olympic Club shall be solely responsible for determining and granting access to the Lot during the Event.

(e) **Maintenance.** Other than as specifically set forth above, The Olympic Club accepts the Lot in its present condition, and Daly City agrees to maintain the Lot in its present condition and in good repair, normal wear and tear excepted, during the Term of this Agreement.

3. THE OLYMPIC CLUB OBLIGATIONS.

(a) **Expenses.** Except as otherwise specifically set forth herein, The Olympic Club shall be responsible for all expenses associated with The Olympic Club's use and operation of the Lot pursuant to Section 2 above (e.g., installation and removal of any and all ropes, barricades, restroom facilities, signage, etc.). Any material modification of the Lot in preparation for the Event shall be subject to the prior reasonable approval of Daly City.

(b) **Permits/Licenses.** The Olympic Club shall be responsible for obtaining all government assistance and approvals necessary to use the Lot as contemplated herein and such use will be in accordance with all applicable laws and regulations. Daly City agrees to assist The Olympic Club in such matters upon reasonable request of The Olympic Club.

(c) ***Staffing/Use.***

(i) ***Security/Collection of Fees.*** At its expense, The Olympic Club shall provide all security and parking management staff for the Lot during the Event. The Olympic Club shall be solely responsible for collecting a fee, if any, as The Olympic Club deems appropriate from each vehicle parked in the Lot during the Event and shall retain any and all proceeds from such fees.

(ii) ***Trash.*** At its expense, The Olympic Club shall ensure the Lot has adequate trash receptacles and that such receptacles are emptied on a daily basis during the Event.

(d) ***Access.*** The Olympic Club shall be solely responsible for determining and granting access to the Lot during the Event, including authorized Event personnel, emergency services personnel (e.g., police, fire and medical), and persons holding valid admission badges, tickets or passes issued by The Olympic Club.

(e) ***Restoration.*** The Olympic Club agrees that all temporary signage, barricades, restroom facilities, etc. used for the Event will be erected in a manner that will not permanently damage the Lot. The Olympic Club shall be responsible for ensuring that the Lot remains in good repair during the Term of this Agreement and will return the Lot no later than September 15, 2025 to its condition prior to the Event, normal wear and tear associated with such activity expected. Daly City acknowledges and agrees that The Olympic Club may obtain video tape of the Lot preceding the Event and following the Event to be used in the determination of the scope of damage, if any, to the Lot caused by the Event. Daly City agrees and acknowledges that it will provide necessary staffing to ensure that the Field is in a condition that will be suitable for the use of Parking, which may include working with the Olympic Club staff regarding irrigation and best practices prior to the use of the Field for Parking.

4. CONSIDERATION. In consideration of the rights and benefits to the Olympic Club hereunder, the City expects in-kind services from the Olympic Club to carry out the “Restoration” as outlined in (e) above which have an estimated value of:

Eight Dollars and Fifty cents (\$8.50) per spot per day for the approximately five hundred twenty five parking spots.

5. INDEMNIFICATION. Daly City shall indemnify and save The Olympic Club harmless from any and all loss and liability on account of any damages or injury and from all liens, claims and demands caused by any willful acts or omissions or the negligence of Daly City in connection with the operation and use of the Lot by The Olympic Club, the performance by Daly City of its obligations hereunder or from the breach by Daly City of any obligation hereunder, but Daly City shall not be liable for damage or injury occasioned by failure of The Olympic Club to comply with obligations hereunder or by reason of

negligence of The Olympic Club, its agents or employees. The Olympic Club shall indemnify and save Daly City harmless from all loss or liability whatsoever, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of The Olympic Club hereunder, its agents or employees.

6. INSURANCE. The Olympic Club shall obtain and secure throughout the Term commercial general liability insurance, auto insurance and applicable workers' compensation and employer's liability insurance. The commercial general liability and auto insurance shall have limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Employer's liability and workers' compensation shall have minimum statutory limits. The Olympic Club shall add Daly City as an additional insured to the commercial general liability policy and shall present a certificate of insurance evidencing such coverage to Daly City as well as an additional insured endorsement.

7. MISCELLANEOUS.

(a) ***Governing Law.*** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California, United States of America.

(b) ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein and each party agrees that it has not relied on and is not entitled to rely on any statements, promises or representations other than those set forth herein in entering into this Agreement. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

(c) ***Assignment.*** The provisions hereof shall inure to the benefit, and be binding upon the successors, legal representatives and assigns, of the parties hereto; provided, however, that neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided further, however, that, notwithstanding the foregoing, The Olympic Club may assign this Agreement to an affiliated entity or subsidiary for tax planning purposes without prior notice or approval of Daly City.

(d) ***Confidentiality.*** Each party acknowledges that it may have access to certain trade secrets and other non-public confidential information of the other during and in connection with its performance of services and/or obligations hereunder ("**Confidential Information**"), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than performance pursuant to this Agreement. All such Confidential Information and trade secrets are and shall remain the exclusive property of the disclosing party and no license shall be granted or implied with respect to such Confidential Information or trade secrets by reason of the other party's access to the same in

(j) ***Inurement.*** This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives and/or successors.

(k) ***Counterparts.*** This Agreement may be executed in any number of counterparts, including facsimile, and each counterpart shall be deemed an original.

(l) ***Sophistication of the Parties.*** Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. No ambiguity or omission shall be construed or resolved against either party on grounds that this Agreement or any provision thereof was drafted or proposed by such party.

(m) ***Attorneys' Fees.*** In any action related to this Agreement, the prevailing party may be entitled to recover from the other the prevailing party's costs, including reasonable attorneys' fees, whether such fees and costs be incurred at trial, on appeal or otherwise.

(n) ***Exhibits.*** The parties agree that all Exhibits to the Agreement are hereby incorporated into and shall form an integral part of this Agreement.

(o) ***Force Majeure / Cancellation.*** The term "Force Majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, labor disturbances, public enemy, war, landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction and any other similar circumstances beyond the reasonable control of a party. Each party acknowledges and agrees that The Olympic Club shall have the right to cancel or reschedule the Event as a result of a Force Majeure event. In such event, (i) The Olympic Club shall not be responsible to reimburse any expenses of Daly City in connection with such cancellation or rescheduling and (ii) if the Event is rescheduled, Daly City shall cooperate with The Olympic Club in use of the Lot during the rescheduled dates at The Olympic Club's sole expense.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

CITY OF DALY CITY

By: _____

Name: _____

Title: _____

THE OLYMPIC CLUB

By: _____

Name: _____

Title: _____

DRAFT



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Public Hearing on Community Development and Housing Needs

Recommended Actions

1. Conduct a public hearing to identify housing and community development priorities for the City's One-Year HUD Action Plan for FY25-26.
2. Authorize the solicitation of Request for Proposals for FY25-26 Community Development Block Grant funds.

Background

Each year, the City of Daly City receives a federal grant of Community Development Block Grant (CDBG) and HOME funds from the Department of Housing and Urban Development (HUD). The CDBG funds are to be used to meet community development and housing needs that primarily benefit low-income residents, and the HOME funds are to be used to expand the supply of decent, safe and affordable housing for lower income households. Additional funds are anticipated from estimated unspent Fiscal year (FY) 24-25 funds at year-end and anticipated program income from housing rehabilitation loan payments during the program year. Together, these comprise available CDBG funds for FY2025-26, which starts July 1, 2025. In addition to the CDBG funds, the City also receives HOME funds directly from HUD that may be used solely for housing activities. The CDBG and HOME allocations for FY25-26 have not yet been determined. For reference, the City received \$932,468 and \$284,032.38 in CDBG and HOME funds respectively, for FY24-25.

This Public Hearing begins the citizen participation and planning process for the FY25-26 One-Year Action Plan, the third year of the current five-Year HUD Consolidated Plan period. It is the first of two Public Hearings, preceding the second hearing in April 2025 when the City Council allocates the City's CDBG and HOME funds to specific projects and programs. FY25-26 is the first year of a two-year CDBG funding cycle. Staff recommends that the City issue a Request for Proposals for CDBG funds for FY25-26.

Discussion

CDBG

The allocation process for CDBG funds involves the issuance by the City of a Request for Proposal (RFP) for various uses of CDBG funds. Proposals that are funded must address the priority housing and community development needs identified in the Five-Year Consolidated Plan. The priorities identified in the current Consolidated Plan are as follows:

- Increase the supply of affordable housing
- Preserve housing affordability

City Council Agenda Report

Subject: Public Hearing on Community Development and Housing Needs

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- Maintain and improve the housing stock
- Support public services, especially those that provide fair housing, affordable child care, youth development, literacy and homelessness
- Economic Development
- Maintain, improve, and provide public facilities
- General Administration/Fair Housing

As mentioned earlier, the FY25-26 RFP is the first of a two-year funding cycle. Programs funded in FY25-26 may be renewed in FY26-27. Through the RFP process, the City can fund programs offered by community organizations that address the priority housing and community development needs of lower income Daly City residents.

The allocation of CDBG funds is generally divided into categories of eligible activities. These categories are Administration, Economic Development, Housing, Capital Improvements, and Public Services. HUD caps the Administration category, which goes toward the City's cost to administer the CDBG program, at 20% of the CDBG funds available. Fair Housing activities may also fall under the Administration cap. HUD also caps the Public Services category to 15% of the CDBG funds available. Staff recommends that Council approve allocations to various categories up to the maximum allowed by HUD.

HOME

Eligible funding categories for HOME are Administration, New Housing Construction, Housing Rehabilitation, Homebuyer Assistance, and Tenant Based Rental Assistance (TBRA). HOME regulations require that at least 15 percent of the HOME funds be allocated to a Community Housing Development Organization (CHDO) for housing development, and that a maximum 10 percent of the grant can go towards Administration. New requirements, particularly the Build America Buy America Act (BABA), have made using HOME funds more difficult. This coupled with reduced HOME grant allocations, currently less than \$300,000, provide challenges to the HOME program. Because of the small amount of HOME funds received annually, the City does not use an RFP process for the HOME funds. Staff recommends that 10% of the FY25-26 allocation go toward HOME administration. Staff will continue to explore how BABA affects the other uses of HOME funds and make a recommendation for using the balance.

Summary/Conclusion

The City receives CDBG and HOME funds from HUD to help the City address housing and community development needs for lower income Daly City residents. HUD requires the City to

City Council Agenda Report

Subject: Public Hearing on Community Development and Housing Needs

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prepare a Five-Year Consolidated Plan to prioritize the needs and develop a strategic plan. An Action Plan is required annually to allocate how CDBG and HOME funds will be used to address the needs and implement the strategic plan expressed in the Consolidated Plan.

Staff requests that the City Council conduct the public hearing to receive comments on housing and community development needs which will be taken into consideration when allocating the CDBG funds for FY25-26. Notice of this hearing was published in *The Examiner* and was made available on the City's website and at the City Clerk, the Community Service Center, and libraries. Staff also requests the Council to authorize solicitation of a Request for Proposal for CDBG funding for FY25-26.

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

Respectfully submitted,



Lenelle Suliguin
Acting HCD Manager



Tatum Mothershead
Director, Economic & Community Development



City Council Meeting Agenda Report

Item # _____

Meeting Date: December 9, 2024

Subject: Public Hearing – Proposed Ordinance Adding Chapter 2.60 – Women’s Commission

Recommended Action

Staff recommends that the City Council add Chapter 2.60 to the Daly City Municipal Code establishing a Women’s Commission.

Background

The City of Daly City has a demonstrated commitment to women’s rights and full equality through its legislative actions and on-going advocacy efforts. At the May 26, 2015 City Council Meeting, staff recommended that the City Council adopt a Resolution in Support of Adopting Principles of the UN Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). The City believed that adherence to the principles of CEDAW on the local level will promote equal access to and equity in healthcare, economic development, educational opportunities, and employment for women, as well as reducing incidents of violence against women and human trafficking. The City Council unanimously adopted Resolution No. 15-76 in support of the adherence to the principles of CEDAW for both the City’s workforce and the Daly City community at large.

The City has established a variety of programs and policies that support and implement the principles of CEDAW, including enforcing legal requirements against discrimination and encouraging recruitment and retention of female applicants for all public employment classifications—the City of Daly City’s workforce is currently comprised of 37% females. Additionally, all full time and part time employees are mandated to complete the bi-annual Anti-Harassment Training, in compliance with AB1825, and an annual Workplace Violence Prevention Training, in compliance with Senate Bill 553, to maintain a harassment-free workplace.

At the Budget Priorities Study Sessions on March 25, 2023 and April 17, 2023, researching a Women’s Commission was introduced as a priority for Fiscal Year 2024. Through the leadership and initiation of Mayor Juslyn Manalo on February 26, 2024, a request to set time and place as March 11, 2024 for a Public Hearing proposing to add ‘Chapter 2.60 – Women’s Commission’ failed to receive a majority vote.

On November 12, 2024, Mayor Manalo created an Ad Hoc Committee comprised of herself and appointed Councilmember Teresa Proaño to resume the establishment of a Women’s Commission.

On December 2, 2024, the Ad Hoc Committee met with City staff. The Ad Hoc Committee acknowledged the continued efforts to empower and support the women in Daly City and discussed the importance of establishing a Women’s Commission as an opportunity to further the City’s commitment to women’s rights and full equality. Furthermore, Mayor Manalo shared findings from a past Women’s Conference hosted by the California Commission on the Status of Women and Girls, which recommends Women’s Commissions be established at the County and City levels to keep a better pulse on issues affecting jurisdictions locally.

City Council Agenda Report

Subject: Public Hearing – Proposed Ordinance Adding Chapter 2.60 – Women’s Commission

Meeting Date: December 9, 2024

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Discussion

As Daly City’s population is comprised of 50.2% females, establishing a Women’s Commission will provide a platform for women’s voices to be heard and is aligned with the City’s commitment to achieving equity. A Women’s Commission will serve as an advisory body to the City Council with the mission to improve the quality of life for women of all ages in Daly City by identifying women’s needs, making informed policy and program recommendations to the City Council, and educating the community on matters concerning women.

A study was conducted to research models of Women’s Commissions in the County of San Mateo. Currently, no cities in the County of San Mateo have a Women’s Commission. The County of San Mateo has an established Commission on the Status of Women (CSW), which first developed in 1984. The CSW identifies women’s needs, advises the Board of Supervisors, and educates the community on matters concerning women through strategic partnerships and collaboration. The County’s Commission also honors the achievements of women through the Women’s Hall of Fame, as well as hosts a Women’s Leadership Conference for and by women in San Mateo County every other year. This year, the County’s Commission focused on two areas of study: Financial Impact and Childcare Accessibility and Early Learning. Other key projects and events include:

- Recognition of Women’s History Month in March with a Proclamation by the Board of Supervisors
- Completion of a Strategic Plan, including reports submitted to the Board of Supervisors
- Planning of the 2024 Women’s Leadership Conference, March 2024
- Planning of the 35th Women’s Hall of Fame, March 2024
- Planning for Women’s Equality Day, August 2024
- Continuing to serve as ambassadors of vital County resources and information

While the intent of the Commission is to organically allow women’s issues to surface for discussion and proposed action, the County of San Mateo’s CSW serves an exemplary model. If established, potential projects and events for Daly City’s Women’s Commission may include:

- Development of a Women’s Commission webpage on the Daly City website that includes educational materials and resources
- Creation of a registry of women-owned businesses in Daly City
- Coordination on an annual Women’s History Month Celebration
- Establishment of a Daly City Women’s Hall of Fame
- Opportunity to strengthen partnerships (i.e., ALLICE and CORA)
- Participation in a biannual Women’s Leadership Conference

Key elements of the proposed Ordinance include:

- **Members:** 5 members, one appointment per Councilmember
- **Term:** four-year terms, staggered

City Council Agenda Report

Subject: Public Hearing – Proposed Ordinance Adding Chapter 2.60 – Women’s Commission

Meeting Date: December 9, 2024

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- **Meeting Frequency:** Once a full Commission has been appointed-12 regular monthly meetings, 4th Thursday of the Month at 7pm
- **Duties:** The women’s commission shall have the following duties:
 - Serve as an advisory board to the City Council with the mission to improve the quality of life for women of all ages in Daly City by identifying women’s needs, making informed policy and program recommendations to the City Council, and educating the community on matters concerning women
 - Provide a platform for women’s voices to be heard in Daly City
 - Assess women’s needs in Daly City and advocate women’s concerns, especially those which impose special limitations or burdens upon them, or limit opportunities available to women
 - Foster programs that promote and celebrate women in the community
 - Undertake and carry-out all functions reasonably necessary to accomplish the objectives and to discharge the functions of the Commission
 - Exercise such other functions as may be prescribed by the City Council

The draft Ordinance represents a framework that will allow for growth and flexibility within the Commission to discuss relevant topics as women’s issues continue to evolve in our society.

Fiscal Impact

As FLSA-exempt City staff will support the Commission and assume responsibilities for preparing meeting agendas, drafting meeting minutes, and attending monthly Commission meetings—which is estimated at less than five hour per month—there is no anticipated fiscal impact at this time. Any advisory items that would create a fiscal impact would be presented to the City Council for review and approval.

Summary/Conclusion

Staff recommends that the City Council add Chapter 2.60 to the Daly City Municipal Code establishing a Women’s Commission.

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

Respectfully submitted,



Leilani Ramos
Assistant to the City Manager



Natalie Sakkal
Director of Human Resources

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DALY CITY ADDING
CHAPTER 2.60 OF TITLE 2 OF THE DALY CITY MUNICIPAL CODE
RE: WOMEN'S COMMISSION

The City Council of the City of Daly City, DOES ORDAIN as follows:

SECTION 1: Chapter 2. 60 of the Daly City Municipal Code is hereafter added to the Daly City Municipal Code to read as follows:

Chapter 2.60
WOMEN'S COMMISSION

Sections:

- 2.60.010 Creation – Appointment**
- 2.60.020 Membership – Term - Expenses**
- 2.60.030 Duties**
- 2.60.040 Qualification of Commissioners**
- 2.60.050 Meetings**
- 2.60.060 Rules**
- 2.60.070 Removal of Members-Vacancy**

2.60.010 Creation-Appointment.

A women's commission is created and shall consist of five members who shall be appointed by the city council and serve at the council's pleasure, none of whom shall hold any paid office or employment in the City government. It is the intention of the City Council that the members of the commission shall have demonstrated a commitment to women's issues and shall represent the entire women's community, including third world women, lesbian women, teenage and elderly women, and single parents.

2.60.020 Membership-Term-Expenses.

Each commission member shall serve for a term of four years. The four-year terms of the commission members shall be staggered. In order to achieve staggered terms, two of the members first appointed to the commission shall be assigned by lot a term for two years and the remaining commission members shall be assigned by lot a term for four years. The members shall not receive any compensation for their attendance of commission meetings, or any other services rendered as a commission member.

Any actual and necessary expenses incurred by a commission member in the performance of their duties on the commission may be reimbursed if funds are available in the budget approved by the City Council and the individual expenses are approved by the City Manager or designee.

2.60.030 Duties.

The women's commission shall have the following duties:

- A. Serve as an advisory board to the City Council with the mission to improve the quality of life for women of all ages in Daly City by identifying women's needs, making informed policy and program recommendations to the City Council, and educating the community on matters concerning women;
- B. Provide a platform for women's voices to be heard in Daly City;
- C. Assess women's needs in Daly City and advocate women's concerns, especially those which impose special limitations or burdens upon them, or limit opportunities available to women;
- D. Foster programs that promote and celebrate women in the community;
- E. Undertake and carry-out all functions reasonably necessary to accomplish the objectives and to discharge the functions of the commission;
- F. Exercise such other functions as may be prescribed by the city council.

2.60.040 Qualification of Commissioners.

Commissioners shall be persons who have demonstrated a commitment to women's issues (as described above), reside in the City of Daly City, and are passionate about supporting women's needs in the community and celebrating women's accomplishments in Daly City.

Efforts should be made to include commissioners of varied and diverse backgrounds. Commissioners shall commit to volunteering time to serve on the board which meets once a month, and on an ad hoc basis as needed. In selecting commissioners, City Council members shall evaluate whether candidates would be able to effectively and ethically serve, considering any foreseeable conflicts of interest.

2.60.050 Meetings.

The women's commission shall hold regular monthly meetings in each calendar year at the city council chambers located in City Hall, 333 90th Street, Daly City, California. The commission shall meet on the first Thursday of every month at 7:00 p.m. of such day. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the following business day.

Three members of the commission shall constitute a quorum for the transaction of business. A majority of the quorum shall have the authority to act on any matter regularly coming before the commission. Meetings may be adjourned, or special meetings called in compliance with the provisions of the Ralph M. Brown Act (commencing with Government Code section 54950) or as may hereafter be amended.

2.60.060 Rules.

Except as provided in this chapter, the proceedings of the women's commission shall be governed by the latest edition of Robert's Rules of Order on all matters pertaining to

parliamentary law, but no ordinance, proceedings or other action of the women's commission shall be invalidated, or the legality thereof otherwise affected by the failure or omission to observe or follow such rules.

2.60.070 Removal of Members-Vacancy.

Any member of the women's commission may be removed from office upon the approval of such removal by a majority vote of the City Council. Any vacancy occurring other than by expiration of a term of office shall be filled by City Council appointment for the unexpired portion of the term.

SECTION 2. Severability. If any section, subsection, provision or part of this Ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this Ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

SECTION 3. Environmental Determination. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15378, that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project as provided by the Act, in that it does not have a potential for resulting in a detrimental physical change in the environment, directly or ultimately, as provided in Title 14, Section 15378(a), and that it is also exempt under the definition of "project" in Section 15378(b)(3) in that it concern general policy and procedure making.

SECTION 4. Publication and Effective Date. Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk's Office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk's Office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This ordinance shall become effective thirty (30) days from and after its adoption.

AN ORDINANCE OF THE CITY OF DALY CITY ADDING
CHAPTER 2.60 OF TITLE 2 OF THE DALY CITY MUNICIPAL CODE
RE: WOMEN’S COMMISSION

Introduced this _____ day of _____, 2024.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2024, by the following vote:

AYES, 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: December 09, 2024

Subject: Award a Construction Contract for the Daly City, Doelger Art Center Roofing and HVAC Replacement Project

Recommended Action

Staff recommends that the City Council:

1. Approve the design documents for the Daly City, Doelger Art Center Roofing and HVAC Replacement project;
2. Affirm the CEQA determination of Categorical Exemption;
3. Accept all responsive bids and award a construction contract to Zone 4 Construction, Inc. of San Carlos, California in the amount of \$780,409.00; and
4. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

Background

The Daly City, Doelger Art Center Roofing and HVAC Replacement project consists of replacing the existing HVAC and roof at the Doelger Art Center. The scope of work for the HVAC includes the replacement of existing furnaces and flues, installation of new registers, and removal of obsolete mechanical, electrical, and plumbing (MEP) piping, conduit, and equipment. The scope of work for the roof includes the preparation of the existing built-up roof surface, installation of a new spray polyurethane foam roof, modification of the perimeter curb for new roof drain scuppers, addition of new overflow scuppers, and replacement of the existing copings.

On November 22, 2021, the City Council approved the use of American Rescue Plan Act (ARPA) funds for the HVAC system and associated improvements at Doelger Art Center.

On May 08, 2023, the City Council authorized the City Manager to execute a professional services agreement with Interactive Resources, Inc. of Richmond, California, for design services associated with the project, which included the preparation of the construction bid documents and support during bidding and construction.

Discussion

The project's Notice of Inviting Bids was first advertised on October 20, 2024. On October 29, 2024, seventeen (17) contractors attended the mandatory pre-bid meeting at the Doelger Art Center building. On November 12, 2024, four (4) bids were received by the City. The four (4) bids and Engineer's Estimate are summarized as follows:

**Award a Construction Contract for the
Daly City, Doelger Art Center Roofing and HVAC Replacement Project
Meeting Date: December 09, 2024
Page 2 of 3**

Bidder	Base Bid – HVAC	Bid Alternate 1 – Roof	Total	Comments
1. Zone 4 Construction, Inc.	\$412,109.00	\$315,000.00	\$780,409.00	Responsive Bid
2. Fuze Service, Inc.	\$315,000.00	\$490,000.00	\$949,000.00	Non-Responsive Bid
3. Hometown Construction, Inc.	\$524,500.00	\$424,500.00	\$805,000.00	Non-Responsive Bid
4. Giant Construction, Inc.	\$450,000.00	\$1,205,000.00	\$1,655,000.00	Non-Responsive Bid
Engineer’s Estimate	\$502,755.00	\$494,306.00	\$997,061.00	

Determination of the lowest responsive bidder was based on the lowest combined total of base bid and bid alternate 1. Zone 4 Construction, Inc. of San Carlos, California, has been in business since 2001. This bidder holds the required Class B contractor’s license, which is current and in good standing. The contractor’s reference for work performed for the City of Redwood City, Palo Alto Unified School District, and Peninsula Health Care District are acceptable.

The existing HVAC system for the building is outdated and needs to be improved for proper ventilation, air circulation, efficiency, and increased system reliability.

If the overall project is awarded as recommended, construction is anticipated to commence in January 2025 and be completed by the end of 2025.

Fiscal Impact

The total estimated construction cost for the subject project is \$975,511.25, which includes the \$780,409.00 construction contract, and an additional \$195,102.25 (25%) for contingencies, inspection, contract administration, and staff time.

Sufficient funds are available in General CIP Fund account project account 31-313-931 – Doelger Art Center HVAC & Roofing.

Summary/Conclusion

Staff recommends that the City Council:

1. Approve the design documents for the Daly City, Doelger Art Center Roofing and HVAC Replacement project;
2. Affirm the CEQA determination of Categorical Exemption;
3. Accept all responsive bids and award a construction contract to Zone 4 Construction, Inc. of San Carlos, California in the amount of \$780,409.00; and

4. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

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

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



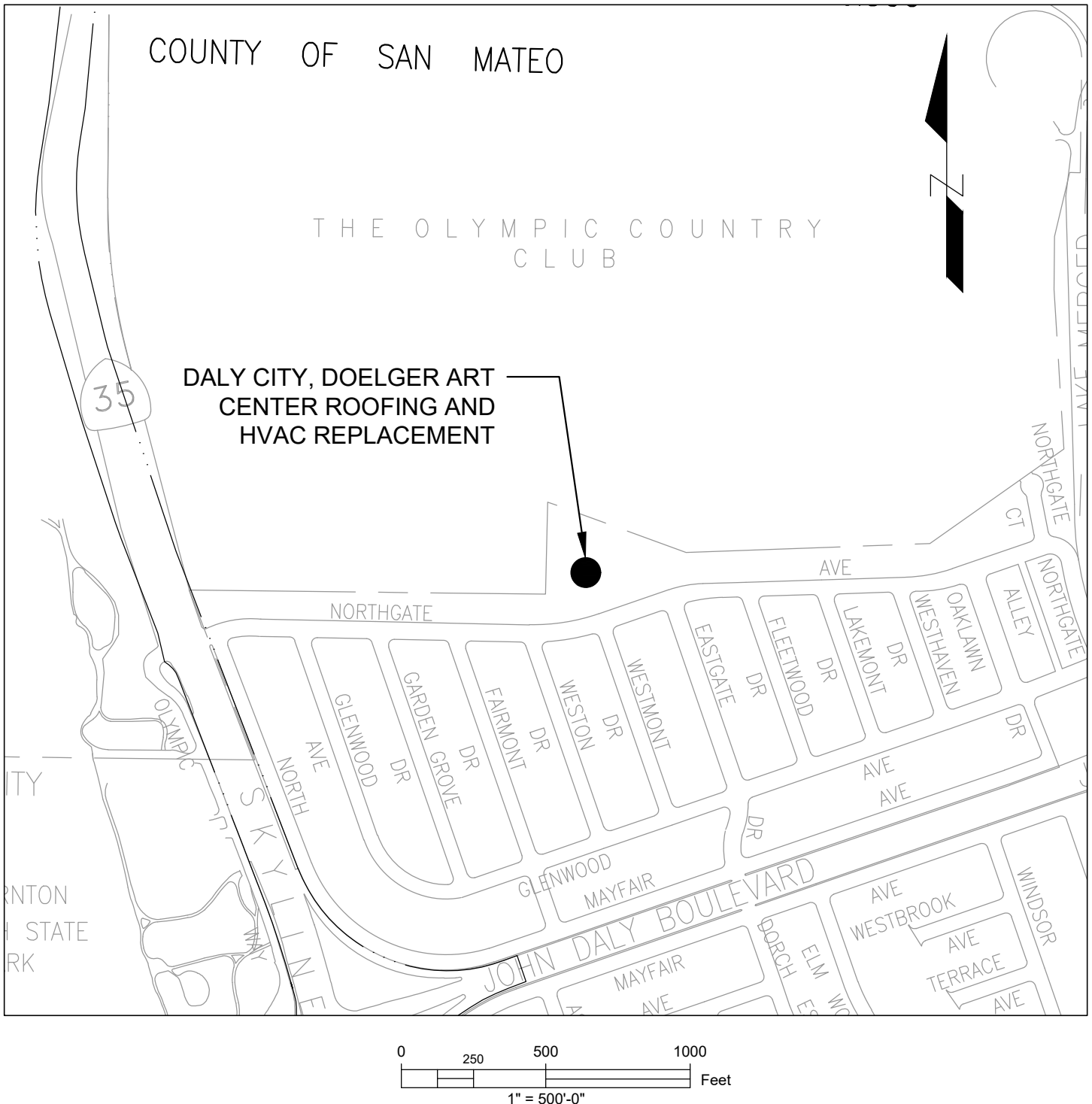
Richard Chiu, Jr.
Director of Public Works

Attachment:

1. Project Location Map
2. Daly City, Doelger Art Center Roofing and HVAC Replacement Plans and Specifications
are available for viewing at the City Clerk's Office

CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF
**DALY CITY, DOELGER ART
CENTER ROOFING AND HVAC
REPLACEMENT**





City Council Meeting Agenda Report

Item # _____

Meeting Date: December 09, 2024

Subject: Award Construction Contract for the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement Project

Recommended Action

Staff recommends that the City Council:

1. Approve the design documents for the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement Project;
2. Affirm the CEQA determination of Categorical Exemption;
3. Accept all responsive bids and award the construction contract to B. E. A. M. Construction Enterprises, Inc. of San Francisco, California in the amount of \$2,119,000.00; and
4. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

Background

The Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC and Roof Replacement project is a combination of four separate Capital Improvement Projects (CIP) planned at Serramonte Library which include the following:

- Serramonte Library Elevator,
- Serramonte Library Energy Efficiency,
- Serramonte Library Americans with Disability Act (ADA) Upgrades, and
- Serramonte Library Heating, Ventilation, and Air Conditioning (HVAC) Unit(s) and Built-Up Roof (BUR) Replacement.

On May 23, 2022, the City Council accepted and appropriated the California State Library Targeted State Funded Grant of \$2,000,000 for projects proposed at Serramonte Library and at Bayshore Library. Of the \$2,000,000, \$1,800,000 was allocated for the Serramonte Library project. The project at Serramonte Library proposes to install an elevator to allow ADA access to the first floor, upgrade obsolete and inefficient lighting throughout the first and second floors of the facility to new energy efficient lighting, remodel the first-floor restrooms to further remove accessibility barriers on the first floor, and replace the HVAC units and built up roof.

On May 22, 2023, the City Council authorized a professional services agreement with Interactive Resources, Inc., for design services of the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement project, which included the preparation of the construction bid documents and support during bidding and construction.

**Award Construction Contract for the
Serramonte Library – Elevator, Energy Efficiency,
ADA Upgrades, HVAC, and Roof Replacement Project
Meeting Date: December 09, 2024
Page 2 of 3**

On October 28, 2024, the City Council rejected all bids received on October 8, 2024 for the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement project due to different interpretations of the bid instructions resulting in inconsistent bids.

Discussion

City staff and the designer revised the bid documents to clarify the bid instructions and re-advertised the project's Notice of Inviting Bids on November 3, 2024. On November 12, 2024, fourteen (14) contractors attended the mandatory pre-bid meeting at the Serramonte Library building. On November 25, 2024, eight (8) bids were received by the City with total bids ranging from \$2,119,000.00 to \$2,593,983.08. The three (3) lowest bids and Engineer's Estimate are summarized as follows:

Bidder	Base Bid	Add Alternate 1	Add Alternate 2	Add Alternate 3	Total of Base Bid, Add Alternate 1, Add Alternate 2, and Add Alternate 3	Comments
1. B. E. A. M. Construction Enterprises, Inc.	\$2,100,943.00	\$6,057.00	\$10,000.00	\$2,000.00	\$2,119,000.00	Responsive Bid
2. Alex Kushner General, Inc.	\$2,199,000.00	\$6,000.00	\$10,000.00	\$5,000.00	\$2,220,000.00	Responsive Bid
3. Zone 4 Construction, Inc.	\$2,264,356.00	\$7,571.00	\$11,700.00	\$2,600.00	\$2,286,227.00	Responsive Bid
Engineer's Estimate	\$2,617,578.00	\$8,000.00	\$6,000.00	\$1,000.00	\$2,632,578.00	

Determination of the lowest responsive bidder was based on the lowest combined total of base bid, add alternate 1, add alternate 2, and add alternate 3. B. E. A. M. Construction Enterprises, Inc. of San Francisco, California, has been in business since 2021. This bidder holds the required Class B contractor's license, which is current and in good standing. The contractor's reference for work performed for the San Rafael City Elementary School District, San Mateo Foster City School District, City of Healdsburg, and City of Pacifica are acceptable.

If the overall project is awarded as recommended, construction is anticipated to commence in January 2025 and be completed by the end of 2025.

Fiscal Impact

The total estimated construction cost for the subject project is \$2,754,700.00, which includes the \$2,119,000.00 construction contract, and an additional \$635,700.00 (30%) for contingencies, inspection, contract administration, and staff time.

Sufficient funds are available in General CIP Fund account project accounts 31-313-910 – Serramonte Library HVAC & BUR Replacement, 31-313-911 – Serramonte Library Elevator, 31-313-912 – Serramonte Library ADA Upgrades, and 31-313-653 – Serramonte Library Energy Efficiency to fully fund the project. Excess funds in these project accounts shall be used to amend the professional services agreement with Swinerton Builders DBA Swinerton Management & Consulting, Inc. for project management and construction support services of this project and other various CIP projects.

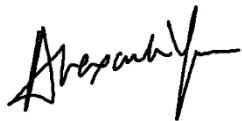
Summary/Conclusion

Staff recommends that the City Council:

1. Approve the design documents for the Serramonte Library – Elevator, Energy Efficiency, ADA Upgrades, HVAC, and Roof Replacement Project;
2. Affirm the CEQA determination of Categorical Exemption;
3. Accept all responsive bids and award the construction contract to B. E. A. M. Construction Enterprises, Inc. of San Francisco, California in the amount of \$2,119,000.00; and
4. Authorize the City Manager or his designee to execute all necessary contracts to complete the project.

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

Respectfully submitted,



Alexander Yuen
Civil Engineering Associate



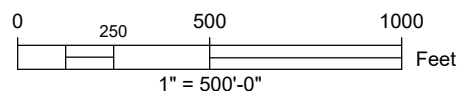
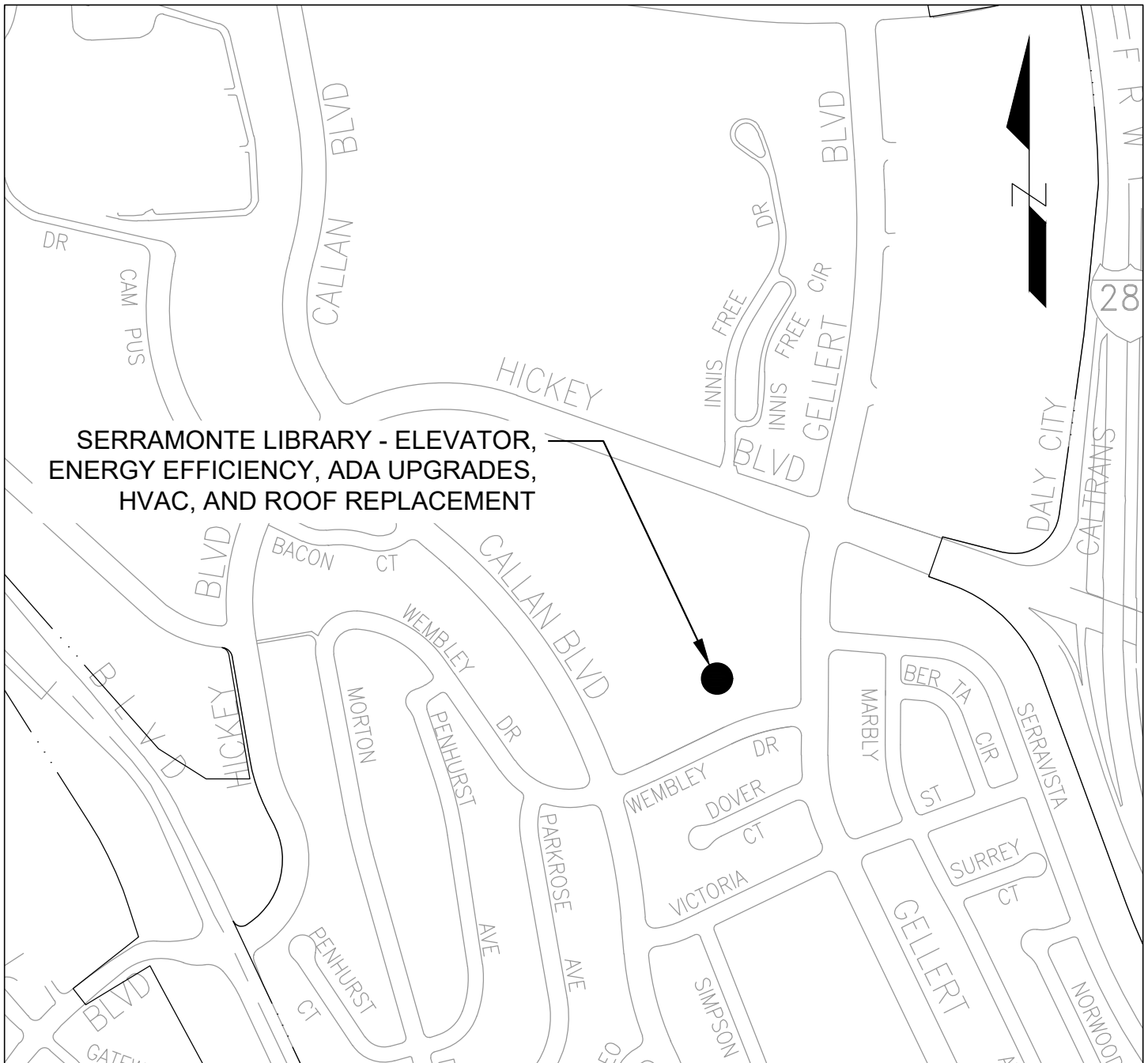
Richard Chiu, Jr.
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Attachment:

1. Project Location Map
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CITY OF DALY CITY
SAN MATEO COUNTY, CALIFORNIA

PROJECT LOCATION MAP OF
**SERRAMONTE LIBRARY -
ELEVATOR, ENERGY EFFICIENCY,
ADA UPGRADES, HVAC, AND
ROOF REPLACEMENT**



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY
REPEALING AND REPLACING CHAPTER 3.12 OF THE DALY CITY MUNICIPAL CODE
RE: PURCHASING

The City Council of the City of Daly City, DOES ORDAIN as follows:

SECTION 1. Chapter 3.12 is hereby repealed and replaced in its entirety to read as follows:

CHAPTER 3.12 PURCHASING

- 3.12.010 Purpose**
- 3.12.020 Definitions**
- 3.12.030 Purchasing Procedures – Administrative Purchasing Procedures**
- 3.12.040 Authority to Approve Contracts**
- 3.12.050 Local preference**
- 3.12.060 Award Procedures – Competitive Bidding Requirements**
- 3.12.070 Competitive bidding requirement—Exemptions**
- 3.12.080 Emergency procurements**
- 3.12.090 Surplus personal property**
- 3.12.100 Conflicts of interest**
- 3.12.110 Standing Supply Purchase Agreements and Master Service Agreements – Authorized**
- 3.12.120 Cooperative Purchasing – Authorized**
- 3.12.130 Liability**

- 3.12.010 Purpose.**

The purpose of this ordinance is to establish purchasing procedures for the City of Daly City. The City Council finds that a flexible purchasing system that allows for consideration of price, quality, reliability, workmanship, compatibility of products (such as computers and cellular equipment or design and furniture), and other relevant factors is in the public's best interests and that no single factor should be determinative in every case.

3.12.020 Definitions.

For the purposes of this chapter, the following definitions apply:

"Bid or proposal documents" means the documents, including their attachments and addenda, which set forth instructions to bidders, and are disseminated for the purpose of soliciting bids or proposals.

"Bidder" means a person responding to the city's request for pricing of goods or services, either in the form of a bid or a proposal to provide goods and/or services.

"City employee" means an individual who performs services for the city in the capacity of an elected or appointed official, or as a compensated employee of the city or of a temporary

services agency retained by the city. "City employee" does not include independent contractors.

"City Manager" means the City Manager of Daly City, or designee.

"Competitive Bidding Process" means a selection process where contractors, service providers and/or vendors compete for the performance of public works projects, for a purchase of goods and services, or for the performance of professional services, and are selected through a formal or informal process that allows full, fair and open competition for all qualified contractors, consultants, and/or vendors with selection based on specified criteria established to best meet the needs of the City.

"Contract" means agreements, regardless of what they may be labeled, between the city and one or more other parties for the purchase or disposition of goods and/or services.

"Contractor" means any person who has entered into an agreement with the city for the provision or disposition of goods and/or services.

"Financial interest" means:

A. Ownership of any interest or involvement in any relationship from which, or as a result of which, a person has received compensation within the past year, or is entitled to, or is currently receiving compensation.

B. Ownership, whether wholly or in part, of any property or business; or

C. Status as an officer, director, trustee, partner, employee, or manager of a business.

"GSA pricing" means pricing established by the federal General Services Agency, deemed to be the lowest possible pricing available. Because the vendor commits to the GSA that no lower price will be extended to any other purchaser, such purchases do not lend themselves to competitive bids.

"Goods" means articles moveable at the time of sale, including but not limited to equipment, supplies and materials.

"Gratuity" means a gift, payment, loan, advance, deposit of money, or service, presented or promised in return for or in anticipation of favorable consideration in the procurement process. "Gratuity" does not include the compensation paid by or due from the city or from a temporary service agency under contract with the city to an employee in connection with the employee's services for the city.

"Immediate family" means any spouse, child, stepchild, parent or stepparent, grandparent, father-in-law, or mother-in-law of a city employee. The relationship of parent to child includes both natural and adoptive relationships.

"Local business" means a business entity with one or more fixed offices and/or locally taxable distribution points within the boundaries of the city which holds a current and valid city business license with a Daly City street address.

"Maintenance and repair services" means services intended to preserve and/or restore a public work to a clean, safe, efficient and/or continually usable condition. Maintenance and repair services may include, but are not limited to: carpentry, electrical, painting, plumbing, glazing and other craftwork to preserve a facility in the condition for which it was intended; repairs, cleaning and other operations on machinery and other equipment permanently attached to a facility as fixtures; the mowing, pruning, and trimming of lawns, grass, trees, shrubs, bushes and hedges; and the regular removal or relocation of by-products or waste products accumulated at city facilities as the result of ongoing environmental processes.

"Person" means any individual, partnership, limited partnership, association, corporation, labor union, committee, club, or governmental, public or quasi-public entity.

"Piggy-back purchase" means a purchase made from a vendor where a competitive bid process has already been completed by another governmental agency, and therefore a valid lowest price/responsive and/or responsible bidder has been established. Such purchases are contingent on the vendor agreeing to extend the same price and terms in the successful competitive bid to the city.

"Procurement" means the acquisition of goods and/or services by the city, including but not limited to purchasing or leasing, and all functions and procedures pertaining to such acquisitions.

"Professional services" means services which involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience. Such services include, but are not limited to, those provided by accountants, appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.

"Purchasing agent" means the city employee designated by the city manager as the purchasing agent of the city.

"Responsible bidder" means a bidder determined by the awarding authority:

A. To have the ability, capacity, experience and skill to provide the goods and/or services in accordance with bid specifications.

B. To have the ability to provide the goods and/or services promptly, or within the time specified, without delay.

C. To have equipment, facilities and resources of such capacity and location to enable the bidder to provide the goods and/or services.

D. To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, if appropriate.

E. To have a record of satisfactory or better performance under prior contracts with the city and other purchasers where such bidder has previously been awarded such contracts.

F. To have complied with laws, regulations, guidelines and orders governing prior or existing contracts performed by the bidder, if applicable.

"Responsive bidder" means a bidder determined by the purchasing officer to have submitted a bid or proposal that conforms in all material respects to the requirements of the bid or proposal documents.

"Services" means work performed or labor, time and effort expended by an independent contractor, including maintenance and repair services.

"Sole source" means contracts for which the city's purchasing officer has determined, after conducting a good faith review of available products and sources, that the city's requirements can be met solely by a single patented, copyrighted or proprietary article or process available from a single source. Examples of acceptable sole source purchases are equipment for which there is no comparable competitive product, a component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer, and an item where compatibility with items in use by the city is the overriding consideration.

"Specifications" means a description of the physical or functional characteristics or of the nature of the required goods and/or services.

"Standing Supply Purchase Agreement" means a contract for goods and services common to one or several departments on an "as-needed" basis, with a total compensation stated as a maximum limit, which establishes a general order and payment parameters and includes the terms and conditions common to City contracts for goods and services.

"Surplus personal property" means goods owned by the city which are no longer needed, or which are obsolete or unserviceable, property that is a byproduct (scrap metal, used tires and oil, etc.), or any unclaimed, seized or abandoned personal property in the possession or custody of the police department which may be legally disposed of by the city.

3.12.030 Purchasing Procedures – Administrative Purchasing Procedures

The City's purchasing functions shall be governed by this Chapter and by the City's Administrative Purchasing Procedures, which shall be established by the Finance Director and approved by the City Manager, as may be amended from time to time.

The City Manager is appointed the purchasing agent of the City. The City Manager may delegate purchasing agent duties to other City staff.

The Administrative Purchasing Procedures supplements the provisions of this Chapter and contains rules and regulations necessary to administer this Chapter, as well as provisions that require regular review and updating to conform to changing best practices and City needs.

3.12.040 Authority to Approve Contracts.

The City Council shall be the awarding authority for any purchase or contract of 0.10% of the adopted General Fund budget in any fiscal year or more. The City Manager shall be the awarding authority for any purchase or contract of less than 0.10% of the adopted General Fund budget in any fiscal year and may in his or her discretion delegate authority to the department and/or division heads at designated dollar levels. The City Attorney shall be the awarding authority for legal matters. The City Attorney is authorized, without City Council approval, to approve and award all contracts for legal services valued at less than 0.10% of the adopted General Fund budget in any fiscal year.

3.12.050 Local preference.

In the evaluation of bids or proposals containing goods subject to California state sales and use tax, a local business shall be given local preference under certain conditions. In an instance where other factors are considered substantially equal between bidders, and price is the remaining determining factor, a local preference equal to one percent of the price of the portion of the bid or proposal subject to California state sales and use tax shall be extended to the local business. This preference shall not apply to any otherwise qualified local business in which the business has any ownership interest by an employee of the City of Daly City.

3.12.060 Award Procedures – Competitive Bidding Requirements.

A. City Council Award Procedure. The following procedures shall apply:

1. Notice Inviting Bids. The notice inviting bids shall describe the project to be done or the purchase to be made and shall set a date for the opening of bids. The notice shall be published once in the official newspaper not less than five days prior to the date and time set for opening of bids.

2. Opening of Bids. All bids shall be sealed, identified as such and submitted to the City Clerk or the department supervising the project on or before the date and time set for opening. Bids received after the specified time shall be returned to the bidder unopened; provided, however, the bids received prior to the opening of the first bids shall be considered to be timely. Bids shall be opened in public at the time specified in the notice.

3. Award. The City Council may, in its discretion, waive any minor irregularities or informalities in the bids received. The award may be to the lowest responsible bidder or other bidder. In determining to whom the award is to be made, the City Council may consider, in addition to the bid price received, the experience of the bidder for the particular service sought, the quality of work the bidder has done, the quality of the product or materials provided by the bidder, the ability of the bidder to complete the project in a timely manner, the safety compliance record of the bidder, the insurance carried by the bidder, the information provided by the pre-qualification process, and the after sales service and support that is provided, as well as other factors that the City Council determines to be relevant in the particular situation.

4. Rejection. The City Council may, in its discretion, reject all bids received, negotiate a contract for the work or supplies if the project is not within budget, do the work

through City employees, or terminate the project or purchase. If no bids are received, the City Council may have the project done or purchase made without further compliance with this chapter.

3.12.070 Competitive bidding requirement—Exemptions.

A. Contracts for goods and/or services for which the cost to the city in any one transaction will exceed one hundred thousand dollars shall be let by formal competitive bidding or proposals pursuant to this chapter. Procurement requirements shall not be artificially divided so as to avoid the competitive bidding requirement.

B. The following are exemptions to the competitive bidding requirements:

1. Professional or specialized services.
2. Emergency procurements, as defined in Section 3.12.080
3. Situations where solicitations of bids or proposals would for any reason be impractical, unavailing or impossible.
4. Sole source goods or services.
5. Insurance and bonds.
6. Public library collection materials or services for the provision of public library collection materials or other books or periodicals.
7. Procurements funded by grants, donations or gifts when the special conditions attached to the grants, donations or gifts require the procurement of particular goods and/or services.
8. Goods and/or services obtained from or through agreement with any governmental, public, or quasi-public entity, including piggy-back purchases or GSA pricing; or Cooperative Purchasing as set forth in Section 3.12.110
9. Works of art, entertainment or performance.
10. Surplus goods owned by another governmental, public or quasi-public entity.
11. Membership dues, conventions, training, and travel arrangements.
12. Goods procured for resale to the public.
13. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the purchasing officer may proceed to have the services performed or the goods procured without further competitive bidding.

C. The purchasing officer shall conduct negotiations, as appropriate, as to price, delivery and terms and may require the submission of cost or pricing data in connection with the award of a contract which does not require competitive bidding.

D. Nothing in this section shall preclude the solicitation of competitive bids or proposals, when practicable.

3.12.080 Emergency procurements.

The purchasing officer or a department head, or a designee of such individual, may make or authorize others to make emergency procurements, regardless of the cost, if there is an urgent necessity to do so for the preservation of life, health, or property. Such emergency procurements shall be made with such competition as is practical under the circumstances and shall be limited to those goods and services necessary to satisfy the emergency need. In the event that such emergency action is necessary, and the procurement cost is greater than fifty thousand dollars in any one transaction, the purchasing officer shall make a full and complete report to the city council at its next regularly scheduled meeting.

3.12.090 Surplus personal property.

A. Authority. The purchasing officer is authorized to sell or dispose of surplus goods having a salvage value in the open market by public auction, by competitive sealed bids, by exchange or trade-in for new goods, or by other means appropriate in the circumstances. The sale or lease of surplus personal property to a governmental, public, quasi-public, or charitable agency may be without advertisement for or receipt of bids.

B. Property With No Salvage Value. Surplus goods with no salvage value, as determined by the purchasing officer, shall be disposed of in a manner that salvages recyclable components, if practical.

C. Unclaimed, Seized or Abandoned Property. The purchasing officer is authorized to sell or dispose of all goods in the possession or custody of the police department which are unclaimed, seized and/or abandoned and may be legally disposed of by the city.

D. Records. The purchasing officer shall maintain records for public inspection relative to the disposal of surplus goods for a period of time in compliance with state law and the city's records retention schedule.

E. Donations. The purchasing officer is authorized to donate surplus goods to governmental, public or quasi-public agencies, charitable or nonprofit organizations when it is the interest of the community to do so.

F. Proceeds of Sale. Proceeds from the sale of surplus goods shall be deposited into the appropriate city fund.

3.12.100 Conflicts of interest.

A. City employees shall discharge their duties impartially so as to assure fair competitive access to city procurement opportunities by responsible bidders. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of city procurement activities.

B. Conflict of Interest. No city employee shall participate directly or indirectly in a city procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or the

employee or any member of the employee's immediate family is negotiating or has an employment arrangement which is contingent upon or will be affected by the procurement.

C. Withdrawal from Participation. Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the procurement.

D. Gratuities. No person shall offer, give, or agree to give any city employee any gratuity or offer of employment in connection with a procurement by the city. No city employee shall solicit, demand, accept, or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the city.

3.12.110 Standing Supply Purchase Agreements and Master Service Agreements -- Authorized.

Standing Supply Purchase Agreements: Standing supply purchase agreements may be entered into with specific vendors for purchase of repetitive-use goods, materials, equipment and/or supplies common to one (1) or several departments.

Master Services Agreements: Master services agreements may be entered into with specific vendors for support services to be provided on an "as-needed" basis.

The procedures for the use of Standing Supply Purchase Agreements and Master Service Agreements shall be set forth in the Administrative Purchasing Procedures as established by the Finance Director and approved by the City Manager.

3.12.120 Cooperative Purchasing – Authorized.

The City may participate in, sponsor, conduct, utilize, or administer cooperative purchasing with other public agencies (including the United States of America, any state, municipality or other public corporation, or agency, including a joint powers authority or quasi-public entity) for the purpose of cooperative purchasing under the following conditions:

A. Purchasing goods and services, professional services, and construction of public works projects through contracts, bid award lists, or schedules of others; provided that competitive purchasing procedures reasonably similar to those required in the City, as determined by the City Manager, were employed to create such contracts, bid award lists, or schedules; or

B. Purchasing goods and services, professional services, and construction of public works projects, through programs, contracts, bid award lists, or schedules created or administered by public agencies to secure the best product or service at the lowest possible price.

3.12.130 Liability.

The failure to comply with the provisions of this chapter shall not invalidate or set-aside any expenditure or contract. No section of this chapter shall impose a mandatory duty on the City, or on any officer, official, agent, employee, board, or council thereof. Instead, if any section purports to impose a mandatory duty of enforcement, said section shall be deemed to

invest the City, and the appropriate officer, official, agent, employee, board, or council with discretion to enforce the section or not to enforce it.

SECTION 2. Environmental Determination. The City Council of the City of Daly City finds and determines that the implementation of measures described in this Chapter is in furtherance police powers of the City of Daly City, and that these purposes are exempt from the provisions of the California Environmental Quality Act (CEQA); Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, as provided in categorical exemption Classes 1, 4, 5, 7, 8, 9, and or 21 of the CEQA Guidelines (Title 14, *California Code of Regulations*, Sections 15301-15329).

SECTION 3. Severability: If any section, subsection or sentence of this Ordinance is found by a court of competent jurisdiction to be invalid or unlawful, the City Council finds and declares that the remainder of this ordinance would be and is enforceable and would have been adopted notwithstanding the finding of invalidity as to any section, subsection or sentence.

SECTION 4. Effective Date and Publication: Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk's office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk's office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This ordinance shall become effective thirty (30) days from and after its adoption.

Introduced this _____ 25th _____ day of November _____, 2024.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the _____ day of _____, 2024, by the following vote:

AYES, Councilmembers: _____

NOES, Councilmembers: _____

ABSENT, Councilmembers: _____

CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MAYOR OF THE CITY OF DALY CITY