

CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

AGENDA

Monday, March 10, 2025 - 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:

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.

ROLL CALL:

PRESENTATIONS:

1. Proclamation - Women's History Month

APPROVAL OF MINUTES:

2. Regular Meeting of February 24, 2025

APPROVAL OF AGENDA:

3. Regular Meeting of March 10, 2025

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:

4. Authorize the City Manager to Approve a Purchase Agreement for four Service Truck Bodies for the Department of Water and Wastewater Resources (DWWR)
5. Approve Written Response to the 2023-2024 Civil Grand Jury Report Titled "Restaurant Exteriors: The Neglected Space"
6. Approve Reservoir 7 Tank Replacement Design

END OF CONSENT AGENDA

COMMUNICATIONS:

7. Approve and Authorize City Manager to Execute Agreement for the Improvements and Use of the Athletic Fields at Marchbank Park

STAFF: Tom Piccolotti, Rose Zimmerman

RECOMMENDATION: Adopt Resolution by Roll Call Vote

AWARD OF BIDS/CONTRACTS:

8. Appropriate Funds and Award Construction Contract for the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project

STAFF: Richard Chiu, Jr.

RECOMMENDATION: Adopt Resolution by Roll Call Vote

ORDINANCES:

9. Second Reading, Ordinance No. 1480, Amending the Daly City Zoning Map, Rezoning 2150 Geneva Avenue From Light Commercial to Heaving Commercial (C2)

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

10. Second Reading, Ordinance No. 1481, Approving Development Agreement Between the City of Daly City and Cormorant Energy Storage, LLC

STAFF: Rose Zimmerman

RECOMMENDATION: Adopt Ordinance by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

11. Council Committee
12. City Council
13. Staff

ADJOURNMENT:

Proclamation

WOMEN’S HISTORY MONTH 2025

WHEREAS, the City of Daly City has observed Women’s History Month every March since 2005; and

WHEREAS, Women's History Month is an annual celebration that honors the vital role that women have played throughout history in shaping societies, advancing social justice, and contributing to the global community in countless ways; and

WHEREAS, women continue to make tremendous strides in areas such as education, policy-making, technology, and the arts, yet face persistent challenges, including gender-based violence, unequal pay, and underrepresentation in leadership positions, which must be addressed through ongoing advocacy, policy changes, and collective action; and

WHEREAS, the theme for Women’s History Month 2025 is “*Women’s Voices: Leading Change, Inspiring Future Generations,*” emphasizing the importance of amplifying women’s voices in leadership and activism, while fostering a future where gender equality is a lived reality for all; and

WHEREAS, Daly City’s population is comprised of 50.2% females, and the City’s workforce is currently comprised of 37% females, making up more than one third of the City’s total number of employees; and

WHEREAS, on January 13, 2025, the Daly City City Council became the first City in San Mateo County to establish a Women’s Commission; and

WHEREAS, the City of Daly City will hold its annual Women’s History Month Celebration on Thursday, March 27th at 6pm in the City Hall Rotunda with music, food, and a special ceremony honoring the five extraordinary women that the City Council appointed to the Women’s Commission.

NOW, THEREFORE, I, DR. RODERICK DAUS-MAGBUAL, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim March 2025 as “**WOMEN’S HISTORY MONTH**” in Daly City and encourage the community to celebrate women of all ages for continually making our community a better place in which to live, work, and play.

Signed and sealed by the Mayor and City Council of the City of Daly City this 10th day of March 2025.

Dr. Roderick Daus-Magbual, Mayor

Glenn R. Sylvester, Vice Mayor

Juslyn C. Manalo, Councilmember

Pamela DiGiovanni, Councilmember

Teresa G. Proaño, Councilmember

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

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

CALL TO ORDER:

Mayor Daus-Magbual called the regular meeting to order at 7:00 P.M. and read the City's Land Acknowledgement:

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.

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

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

PRESENTATIONS:

Information Technology (IT) Master Plan Executive Summary
(Brian Pesis and Jacinto Cordero, Project Director and Project Manager for Plante Moran, respectively)

Proclamation - Teen Dating Violence Awareness and Prevention Month
(Liezal Chan Lucero)

Proclamation - 100th Anniversary of Teamsters Local 665
(Tony Delorio, WISF Board Member)

APPROVAL OF MINUTES:

Regular Meeting of February 10, 2025

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the minutes of February 10, 2025.

Note on Public Comments:

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

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

APPROVAL OF AGENDA:

It was moved by Councilmember Proaño, seconded by Councilmember Manalo and carried to approve the agenda.

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to approve the consent agenda with the exception of items 6, 7, 10, 11, and 14 which were removed for further discussion.

Communications:

Accept the Fiscal Year 2024 Annual Comprehensive Financial Report (ACFR)

Director of Finance and Administrative Services Tim Nevin provided the staff report and addressed questions regarding the ACFR and the upcoming budget study session with the Council.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to accept the report.

Accept 2024 QTR 4 Investment Report

City Treasurer Daneca Halrvorson provided the staff report including a portfolio summary of the City's investments. Halvorson addressed questions on the investment pools in which the City invests.

It was moved by Councilmember Proaño, seconded by Councilmember Manalo and carried to accept report.

Resolutions:

Accept the Information Technology (IT) Master Plan

Resolution 25-26, Approving the Information Technology Master Plan

Authorize the City Manager or Designee to Execute an Addendum Agreement with Plante Moran

Resolution 25-27, Authorizing Addendum To Agreement With Plante Moran For Development Of Policies In Relation To The City's Information Technology Master Plan

Accept and Appropriate Fiscal Year 2025 Mid-Year Operating Budget Adjustments

Assistant Director of Finance and Administrative Services Amanda Halbur provided the staff report including a summary of General Fund requests, surpluses and deficits, and proposed position changes.

It was moved by Councilmember Manalo, seconded by Councilmember Proaño and carried to adopt the resolution.

Resolution 25-28, Approving Fiscal Year 2025 Mid-Year Operating Budget Adjustments

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

Accept and Appropriate Fiscal Year 2025 Mid-Year Capital Improvement Program Budget Adjustments

Director of Public Works Richard Chiu provided the staff report including a description of the projects that were identified by staff to be added to the budget for Council's approval.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to adopt the resolution.

Resolution 25-29, Accepting And Appropriating Fiscal Year 2025 Mid-Year Capital Improvement Program Budget Adjustments

Accept Public Service Utility Easement and Emergency Vehicle Access Easement from KB Home South Bay, Inc. – Point Martin I

Resolution 25-30, Approving Acceptance Of Public Service Utility Easement And Emergency Vehicle Access Easement From KB Home South Bay, Inc. – Point Martin I

Authorize Submission of a Grant Application to City/County Association of Governments of San Mateo County and San Mateo County Transportation Authority for the FY 2025/2026 and FY 2026/2027 San Mateo County Shuttle Program

Resolution 25-31, Supporting The Bayshore Shuttle Project And Submitting An Application For San Mateo County Shuttle Program Funding For The Bayshore Shuttle Project

Commend Leslie DuBridge on the Occasion of her Retirement

The Council congratulated Leslie on her retirement, thanked her for her dedicated years of service with the Recreation Department, commended her commitment to health and wellness, and recognized her leadership in spearheading the City's Black History Month events.

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to adopt the resolution.

Resolution 25-32, Commending Leslie DuBridge on the Occasion of her Retirement

Check Registers:

Check Registers for the Month of January 2025

END OF CONSENT OF AGENDA

COMMUNICATIONS:

Approve Annual Agreement between the City of Daly City and the Daly City Colma Chamber of Commerce for a 12-month Period

Councilmember Proaño recused herself from the item due to her membership on the Chamber of Commerce Board and left the Council Chambers at 8:23 PM.

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

Economic and Community Development Specialist Maybelle Manio provided the staff report with a recommendation to maintain the City’s partnership with the Chamber and a summary of the objectives and obligations that were achieved by the Chamber, as outlined in their contract.

Thomas Nuris, President of the Daly City Colma Chamber of Commerce, thanked staff for the support and spoke about the Chamber regrowing its board and membership, its plans for the upcoming year, and looked forward to the partnership with Daly City to support its local businesses. Nuris addressed questions on membership numbers, the Chamber’s financial reporting to the City, the services provided by the Chamber, and the increase in the City’s contribution compared to the previous year.

City Manager Piccolotti provided information on the quarterly reporting received from the Chamber outlining their transactions and offered to make the reports available to the Council. Piccolotti addressed questions regarding the frequency of meetings between the City and the Chamber. Councilmember Manalo made an amendment to include a monthly meeting between City staff and Chamber staff.

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried by roll call vote to adopt the resolution, as amended.

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

Resolution 25-33, Authorizing Execution Of Agreement With Daly City/Colma Chamber Of Commerce

Councilmember Proaño returned to the dais at 8:56 PM.

PUBLIC HEARINGS:

General Plan Amendment GPA-11-22-015959, Zone Change ZC-1-22-015960, Use Permit UPR-11-22-015962 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

Associate Planner Sam Fielding presented the application by Cormorant for Arevon to develop an approximately 11-acre vacant lot located in the Bayshore neighborhood for a 250-megawatt battery storage system (BESS).

Kevin Smith, CEO of Arevon Energy, provided an overview of the company and introduced the Cormorant project team. Shanelle Montana summarized the company’s development portfolio in California. John Meinecke discussed technology and safety issues, highlighting the major differences between the Cormorant project and the Moss Landing site. Brenda Solorio spoke about Cormorant’s commitment to being a good neighbor in the community and Arevon’s pillars of giving.

The Council discussed various issues in relation to the proposal including the fire at the Moss Landing battery storage facility, the public notification process for the residents at Bayshore and whether proper notification was conducted, potential impacts to properties surrounding the project, and fire and safety concerns. However, the Council also recognized the work that has been done by Cormorant including

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

the extensive outreach to the Bayshore community, their engagement with and support of local organizations, their close working relationship with local unions, and their charitable contributions to local schools and projects. The Council further discussed the need for developments in the Bayshore, the project's potential for energy efficiency, impacts to congestion in the area, and the benefits from approving the Cormorant project.

Cormorant staff addressed questions on the following: the Martin Substation (point of interconnection), utilization of surplus energy from the substation, whether the substation covers the entire city, whether the development can assist during blackouts and brownouts in the area, facility operation, how stored energy will provide electricity to utility customers, selection of the Bayshore as the project site, facility size of other Cormorant projects, whether community benefits will be retained if the project is sold, whether the project will tie up other developments in the area, the timeline for Phase I, the contributions package for the community, whether Tesla is the only producer of megapack batteries, whether enough outreach was done for the residents of Bayshore, provision of additional community meetings and outreach for the community, whether a PLA is part of the development agreement, reimbursements for the training time, fire mitigation and training for emergency response, exit and access points in the event of an emergency, whether the development will utilize solar energy, and how Cormorant makes its profits.

City staff addressed question on the public notice process for the project and whether enough outreach was done to the residents of Bayshore.

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

The following spoke in support of Cormorant and its project, citing the following: Cormorant's extensive community engagement and contributions to the Daly City community, the company's renewable energy practices and commitment to be a good neighbor, the employment opportunities for local union workers that would be generated by the project, the need for battery storage in California, and the benefits from the development to the Bayshore neighborhood.

Al Perez, Filipino American Arts Exposition
Phyllis Rizzi, Bayshore Senior Club
Remy Zarate, Local 617 IBEW

Peter Rojo, Filipino American Arts Exposition
Chris Bufka, Local 617 IBEW
Mike Stancil, Director, Daly City Partnership

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

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

Resolution 25-34, Adopting A Mitigated Negative Declaration, Adopting Findings Of Fact For 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

It was moved by Councilmember Manalo, seconded by Councilmember DiGiovanni and carried to have the City Attorney read the ordinance by title only:

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

Ordinance 1480, Amending The Daly City Zoning Map By Rezoning 2150 Geneva Avenue From Light Commercial (C1) To Heavy Commercial (C2)

Councilmember Manalo introduced the ordinance.

As part of the first reading and agreement, City Attorney Zimmerman clarified the inclusion of a number of provisions for review, specifically with regard to union labor, the dedication for beautification, fire safety reimbursement, and additional outreach from Cormorant.

It was moved by Councilmember Manalo, seconded by Vice Mayor Sylvester and carried to have the City Attorney read the ordinance by title only, as amended:

Ordinance 1481, An Uncodified Ordinance Of The City Council Of The City Of Daly City Approving A Development Agreement Between The City Of Daly City And Cormorant Energy Storage, LLC

Councilmember Proaño introduced the ordinance.

AWARD OF BIDS/CONTRACTS:

Award of Construction Contract for the RO 572 Street Light Conversion Project

Acting City Engineer Shirley Chan provided the staff report to award a construction contract for the base bid to Mike Brown Electric Co. in the amount of \$1,469,564. Staff addressed questions on whether local unions were considered and contacted for the project, the status of current solar energy projects in the City, public notice requirements, and the number of outdated circuits in the City which need conversion.

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

Resolution 25-35, Authorizing Award Of Construction Contract. For The RO 572 Streetlight Conversion Project

APPOINTMENTS:

Vice Mayor Sylvester acknowledged his appointee's resignation from the Small Business Commission. It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to appoint Zhen Mikko to the Small Business Commission.

It was moved by Vice Mayor Sylvester, seconded by Councilmember Manalo and carried to remove Manufou Liaiga-Anoa'i from the Personnel Board whose term expired in 2023.

It was moved by Councilmember Proaño, seconded by Vice Mayor Sylvester and carried to appoint Adrienne Tissier to the Women's Commission.

It was moved by Councilmember Manalo, seconded by Mayor Daus-Magbual and carried to appoint Eleanor Serrato to the Women's Commission.

CITY OF DALY CITY
MINUTES – REGULAR MEETING – CITY COUNCIL
FEBRUARY 24, 2025

ADJOURNMENT:

Mayor Daus-Magbual adjourned the meeting on Tuesday, February 25, 2025 at 12:04 AM in memory of Madeleine Banfield, Roberta Flack, Antonia Gomez De Sanz, Marcelo Cobb Perez, and Doris Thomasson.

Approved as submitted, this 10th

day of March, 2025.

City Clerk

Roderick Daus-Magbual

Mayor



City Council Agenda Report

Item # _____

Meeting Date: March 10, 2025

Subject: Authorize the City Manager to Approve a Purchase Agreement for four Service Truck Bodies for the Department of Water and Wastewater Resources (DWR)

Recommended Action

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with National Auto Fleet Group for the fabrication and installation of service truck bodies for four service trucks for DWR in the amount of \$824,967.61, including tax.

Discussion

Utility service trucks are critical to the maintenance response program of the DWR. The utility service trucks support the Department's effort to maintain its assets timely and efficiently.

The following DWR utility service trucks are due for replacement:

Vehicle Number	Year	Truck Type	Vin Number	Mileage
VE-4243	2013	Ford F550	VIN-1FDUF5GT4DEA40292	32,088
VE-4244	2013	Ford F550	VIN-1FDUF5GT6DEA40293	55,117
VE-4246	2013	Ford F550	VIN-1FDUF5GT8DEA40294	48,389
VE-4247	2013	Ford F550	VIN-1FDUF5GTXDEA40295	44,388

Quotes for the four service trucks bodies and accessories were requested from four vendors. Two quotes were received. All bids are shown in the table below.

Vendor	Total Cost (Tax Included)
National Auto Fleet Group / Enoven Truck Body + Equipment, Inc.	\$824,967.61
National Auto Fleet Group / Western Truck Fabrication	\$912,746.80
Scelzi Enterprises	Declined to submit quote.
Knapheide	Declined to submit quote.

National Auto Fleet Group in partnership with Enoven Truck Body + Equipment, Inc. submitted the lowest bid utilizing Sourcewell Contract 091521-NAF. The quote met the required specifications of the service trucks, outfitting and accessories.

The California Government Code authorizes public agencies to participate in cooperative purchasing programs, like those established by Sourcewell, while still adhering to the City's Municipal Code for the procurement of supplies, vehicles, and equipment. In this case, National

Authorize the City Manager to Approve a Purchase Agreement for four Service Truck Bodies for the Department of Water and Wastewater Resources (DWWR)

Meeting Date: March 10, 2025

Page 2 of 2

Auto Fleet Group in partnership with Enoven Truck Body + Equipment, Inc., utilizing Sourcewell Contract 091521-NAF, is able to provide the equipment the City is seeking at a competitive price so that the City can achieve the benefits of a competitive bid without the additional costs and delays.

Fiscal Impact

Sufficient funds to purchase the four service truck bodies in the amount of \$824,967.61 are available in the Fiscal Year 2024-2025 Motor Vehicle Replacement Fund Account 51-315-453-4558.

Summary/Conclusion

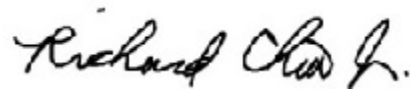
Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with National Auto Fleet Group for the fabrication and installation of service truck bodies for four service trucks for DWWR in the amount of \$824,967.61, including tax.

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

Respectfully submitted,



Jeffery W. Fornesi
Assistant Director of Public Works



Richard Chiu, Jr.
Director of Public Works

Attachments:

1. Enoven Truck Body + Equipment Quote ID: 30650RL
2. Western Truck Fabrication Quote ID: 31065RL
3. Sourcewell Contract available for viewing upon request.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/02/2025

Quote ID: **30650RL**

Mr Jose Garcia
City of Daly City

794 Niantic Ave

Daly City, California, 94014

Dear Mr Jose Garcia,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration. Four (4) New/Unused Enoven Provided Upfit Mechanics Master 11' Crane Body + Handling and delivered to your department yard, each for

One Unit	Total (4) Units
Subtotal	\$750,789.60
Tax (9.8800 %)	\$74,178.01
Total	\$824,967.61

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Enoven Truck Body + Equipment

2904 Duluth St
West Sacramento, CA 95691
916-372-9692

Quote #: 85503

Date: 12/30/202
CustID:

Thank you for the opportunity to quote your business, please call if you have any questions.

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

City of Daly City
798 Niantic Avenue
Daly City, CA 94014

Attn: Jose Garcia
650-892-3093
jgarcia@dalycity.org

Qty>=	Description	Unit Price	Ext Price
1	Crane Body: 11', Reading Master Mechanic, MM220 (REQUIRES 84" CA, DRW) - 132"L X 96"W heavy duty crane body constructed of A60 galvanized steel - Headache rack at front bulkhead - 50"W treadplate steel floor with full width crossmembers and (6) integrated tie downs - 10ga Diamond Plate false floor with 8'L X 20.5"W X 4"H pull out drawer unit - 40"H X 21.5"D compartments with double panel doors, gas strut holdbacks, SSTL three point latches, and concealed SSTL hinges - Driver Side #1: (4) adjustable shelves with dividers - Driver Side #2: (3) adjustable shelves with dividers - Driver Side Horizontal: (2) adjustable shelves with dividers - Driver Side Rear: (2) adjustable shelves with dividers - Passenger Side #1: No shelving with (5) "J" hooks and (2) folding jackhammer holders - Passenger Side #2: C-Tech (6) Drawer Aluminum toolbox - Passenger Side Horizontal: (1) adjustable shelf with dividers - Passenger Side Rear: Reinforced for 4,000# crane, louvered door, Xantrex Freedom X 3000w Truesine inverter mounted to shelf, auxiliary battery, switches for pole lights - Shovel holder mounted to top of driver side compartment - Valve key rack mounted to driver side cargo area wall - Fold down, slam action tailgate - 25" workbench storage bumper with 2" receiver hitch, 7-way round pin trailer socket, vise mounting plate, and integrated manual out/manual down outriggers - Retractable step bolted to bumper with grab handle - 4" Red LED S/T/T and 4" Clear LED B/U lamps mounted in light boxes on end panels	\$51,990.00	\$51,990.00

Qty>=	Description	Unit Price	Ext Price
	- Amber Strobe integrated in S/T/T lamp wired to lightbar controller - LED License Plate lamp on driver side end panel - 3/4" Red LED Clearance, Marker, and ID lamps installed in bumper and body - Fuel fill in driver side wheel well panel - DEF fill mounted in bracket at front of body, driver side - Chock holders in passenger side wheel well panel - Backup Alarm - Flush mounted OEM replacement camera mounted in workbench bumper - Rubber fenderettes at wheel wells - Mudflaps - Painted White - Cargo area floor and vertical walls coated in Black bedliner - Installed, Weighed, and Certified		
1	Accessories: Lighting	\$16,896.00	\$16,896.00
	- 54" Whelen Liberty II Lightbar with (4) Amber/White DUO Short LED corner lamps, (2) White LED long forward facing take down lamps, (2) White Super LED side facing alley lamps, and (10) Amber/White DUO Long LED lamps with rear facing Traffic Advisor - Lightbar mounted to top of headache rack with controller mounted in cab - (2) Whelen Pioneer Plus 115v Flood Lamp Light Heads mounted to telescoping poles at front of body wired to switches in rear compartment, passenger side, with AC power from inverter - (6) Whelen LINZ6A Amber LED Strobe lamps mounted (2) at front grill, (2) at the body end panels, and (1) per side above wheel well wired to UPFITTER SWITCH #6		
1	Accessories: Vanair 160cfm Underdeck Compressor	\$31,659.00	\$31,659.00
	TO BE INSTALLED ON 2025 F550, DIESEL, 10SPD TRANSMISSION, 4X2, REAR FUEL TANK, 84" C/A, REGULAR CAB - 160cfm @ 100psi Rotary Screw Compressor - Hotshift PTO mounted to driver side transmission port - Driveline coupled compressor with hydraulic pump pad - Low speed operation through V-tec controller when only hydraulics are being used - Air receiver tank mounted to frame rail, driver side - Failsafe dual sensor redundancy system - Optical oil level sensor - V-tec controller mounted to inside cab - Compressor oil cooler mounted in cargo area - Air intake filter mounted to headache rack - FRL mounted inside front passenger side compartment with air plumbed to Coxreels		

Qty>=	Description	Unit Price	Ext Price
	1125-5-100E electric rewind hose reel with 100' of 3/4" air hose mounted to top of passenger side compartments - Hose reel switch box mounted to interior roof of front passenger side compartment - Installed		
1	Accessories: Hydraulic System - Hydraulic pump direct coupled to Vanair compressor to produce 10gpm @ 2,000psi - Thermaflow hydraulic oil reservoir/cooler with relief valve mounted at front bulkhead - Cooler fan to turn on with Vanair system - Laser cut removable divider panel and cover installed aft of raised cargo area floor to protect reservoir/cooler - Pressure from pump plumbed to adjustable flow control valve on top of driver side front compartments - Flow control plumbed to control valve with flow meter and pressure gauge ("PULL FOR TOOL CIRCUIT") - Control valve plumbed to ReelCraft 1/2" X 65' spring rewind twin hydraulic hose reel - Installed	\$18,880.00	\$18,880.00
1	Crane: Auto Crane EHC-4 20', NextStar INSTALLED ON TOP OF PASSENGER SIDE REAR REINFORCED COMPARTMENT - Max Capacity: 4,000# - Crane Rating: 16,000 ftlb - NexStar 4 wirelss proportional controls - 370 degree power rotation - Power boom elevation - Power extension 8' to 16', Manual extension 16' to 20' - Capacity overload shutoff system - Anti-Two Blocking - 80' of 5/16" wire rope with swivel load block and safety hook - Crane Painted White - Boom rest - Wired to auxiliary battery with heavy duty solenoid wired to UPFITTER SWITCH for crane power - Passenger side rear suspension reinforced - Third party stability tested and Quadrennial inspection - Installed	\$35,915.00	\$35,915.00
1	Accessories: Generator, Onan INSTALLED ON TOP OF REAR DRIVER SIDE COMPARTMENT - Model: 5.0HDKBC-2860 - Continuous Output: 5,000w/41.7amps - 11.1HP Kubota Z482 diesel engine - Remote control switch panel with start switch and hour meter mounted in rear passenger side	\$15,294.00	\$15,294.00

Qty>=	Description	Unit Price	Ext Price
	compartment		
	- (2) remote mounted 120v GFCI outlets, LOCATION		
	TBD		
	- Plumbed to truck fuel tank		
	- Protective cover		

TOTAL	\$170,634.00
--------------	---------------------

This Quote is good for 30 days. Acceptance of this Quote is confirmed and accepted by issuance of a Purchase Order, signing and returning this Quote, and/or delivery of a truck chassis to Enoven. This quotation was made expressly upon your request and is confidential and non transferable. If provided, estimated delivery dates are estimates only; actual delivery dates depend on a variety of factors that may/may not be within the direct control of Enoven. FUEL SERVICE CHARGE - IF A TRUCK IS DELIVERED WITH LESS THAN 1/4 TANK OF DIESEL/GASOLINE OR LESS THAN 1,500PSI CNG, A \$100.00 FUEL SERVICE CHARGE WILL BE ADDED TO THE FINAL INVOICE. For complete Terms and Conditions please go to www.enoven.com.

Terms of Sale:	Enoven Truck Body + Equipment
Net30	Authorized by: <u>senochian</u>
	Date: <u>12/31/2024</u>

Printed: 12/31/2024 3:23:17 PM



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/7/2025

Quote ID: **31065RL**

Mr Jose Garcia
City of Daly City

794 Niantic Ave

Daly City, California, 94014

Dear Mr Jose Garcia,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

Four (4) New/Unused (Western Truck Fabrication Inc Crane Body 132CB-3 Package) and delivered to your department yard, each for

One Unit		Extended Unit's (4)
Subtotal	\$207,669.00	\$830,676.00
Tax (9.8800 %)	\$20,517.70	\$82,070.80
Total	\$228,186.70	\$912,746.80

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

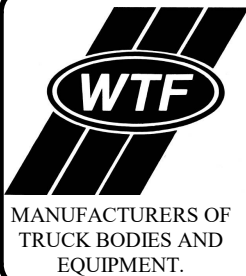
Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



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1932 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994
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Website: www.westerntruckfab.com

Quotation

Date 2/6/2025
Quote # 84848
W.T.F Rep Mark

Customer Name / Address

David D

Dealer Rep

NEIL CARROLL

Dealer Phone

End User's Name

End User's Phone

Vehicle Year/Make 2025 FORD

Vehicle Model F550

W.B.

C.A. 84

Fuel DIESEL

Cab Type

Part #	Qty	Description
		REFERENCE CITY OF DALY CITY DALY CITY TO PROVIDE CHASSIS SOURCEWELL CONTRCT NUMBER 091521-NAF ****REVISED 2-6-2025**** ****PROVIDE CONCEPTUAL DRAWINGS FOR APPROVAL PRIOR TO BUILD****
WTSB132CB-4	1	FURNISH AND INSTALL FOUR (4) WESTERN TRUCK FAB MODEL 132CB-3 CRANE BODY 132" LONG, 42" TALL, 20" DEEP COMPARTMENT, 54" FLOOR WIDTH 94" OVERALL WIDTH 14 GAUGE AND 12 GAUGE A60 GALVANNEAL CONSTRUCTION BODY PANELS AND BULKHEAD DOUBLE PANEL DOORS, 18 GAUGE A60 GALVANNEAL INNER AND OUTER PANELS, FORMED VERTICAL DOOR STIFFENER ON INTERIOR WALL 3-POINT LATCHES, STAINLESS STEEL POCKETS WITH CHROME HANDLE STAINLESS STEEL FULL LENGTH DOOR SHAFTS DOORS ATTACHED WITH STAINLESS STEEL HINGE BLOCKS, STAINLESS STEEL MONO-BOLTS GAS DOOR PROPS ON ALL VERTICAL DOORS, WELDED DOOR CHAINS ON ALL HORIZONTAL DOORS 12 GAUGE DIAMOND PLATE TOP OVERLAY STREET SIDE TOP OF BODY REINFORCES FOR GENERATOR AND REEL MOUNTING 12 GAUGE DIAMOND PLATE DOUBLE FLOOR, SEE FLOOR MOUNTED PULL OUT DRAWERS DOUBLE PANEL SELF LEVELING TAILGATE TAIL GATE HINGES SHALL BE 5/8" STAINLESS STEEL ALLEN HEAD SHOULDER BOLT WITH 5/8" BRONZE WEAR BUSHING 10 GAUGE STAINLESS STEEL TAIL GATE BRACKETS RIGHT REAR CORNER OF BED REINFORCED FOR 3,200 LB CRANE APPLICATION 1/2" STEEL PLATE TOP CRANE MOUNTING PLATE, FULL WIDTH 3/16" FORMED BOX INNER COMPARTMENT REINFORCEMENT

PLEASE REVIEW AND READ QUOTE CAREFULLY.

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ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.

UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986

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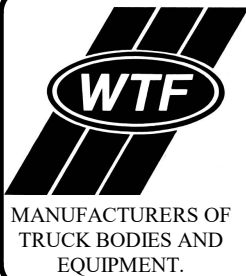
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Vehicle Year/Make 2025 FORD

Vehicle Model F550

W.B.

C.A. 84

Fuel DIESEL

Cab Type

Part #	Qty	Description
		2"X6"X.250 STEEL TUBING FULL WIDTH THROUGH CROSSMEMBERS, REAR WHEEL AREA AND REAR OF BODY 2"X6"X.250 STEEL TUBING CROSSMEMBERS BETWEEN REAR AND WHEEL WELL CROSSMEMBER THREE (3) FORMED 3/16" CROSSMEMBERS, FRONT WHEEL WELL, INTERMEDIATE AND FRONT OF BODY THREE (3) FULL LENGTH FORMED FLOOR STIFFENERS, INTERLACED CONSTRUCTION TO CROSSMEMBERS BODY SHALL BE ATTACHED AT SIX (6) MOUNTING POINTS WITH 1/2" GRADE 8 PLATED BOLTS AND NYLOCK TYPE NUTS ALL CROSSMEMBERS AND LONGBEAMS SHALL BE INTERLACED CONSTRUCTION (NOT STACKED) STREET SIDE #1, THREE (3) ADJUSTABLE SHELVES WITH DIVIDER STREET SIDE #2, TWO (2) ADJUSTABLE SHELVES WITH DIVIDERS STREET SIDE #3, TWO (2) ADJUSTABLE SHELVE WITH SUPPORT STREET SIDE #4, TWO (2) ADJUSTABLE SHELVES CURB SIDE #1, REINFORCED FLOOR FOR JACK HAMMER MOUNT, ONE (1) FOLD-OUT JACK HAMMER MOUNT, SIX (6) TOOL HOLDERS LOCATED ON BACK WALL, FIVE (5) MATERIAL HOOKS, THREE (3) ON BACK WALL, ONE (1) EACH FRONT AND REAR PANEL WALL CURB SIDE #2, SIX (6) 4" TALL PULL-OUT DRAWERS, 250 LB CAPACITY DRAWER SLIDES THAT LOCK IN THE EXTENDED AND RETRACTED POSITIONS, SINGLE LEVER LATCH CURB SIDE #3, ONE (1) ADJUSTABLE SHELF CURB SIDE #4, REINFORCED FLOOR FOR AUXILIARY BATTERY MOUNT, LOUVERS REAR PANEL, ONE FIXED SHELF, INVERTER MOUNT TWO (2) WHEEL CHOCK HOLDERS, (1) ONE EACH SIDE LOCATED IN WHEEL PANEL, SUPPLY TWO (2) SOLID RUBBER WHEEL CHOCKS FOUR (4) RECESSED SWIVEL "D" RINGS IN FLOOR, VERIFY LOCATION REAR STEP BUMPER, PERFORATED TOP SHEET TWO (2) REAR GRAB HANDLES AND LARGE CAST ALUMINUM FOLDING STEPS, ONE (1) STREET SIDE ONE (1) CURBSIDE REAR LIGHT BOXES MOUNTED ON REAR PANELS LED STOP/TAIL TURN LIGHTS, LED BACK-UP LIGHTS, LED CLEARANCE LIGHTS FRONT ALUMINUM ROCK GUARDS

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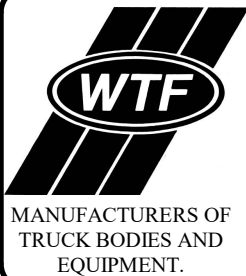
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Vehicle Year/Make 2025 FORD

Vehicle Model F550

W.B.

C.A. 84

Fuel DIESEL

Cab Type

Part #	Qty	Description
		POLYUREA BLACK SPRAY-IN BED LINER (BLACK), COMPLETE INTERIOR OF BED, TOP OF BODY COMPARTMENTS AND TOP OF BUMPER OIL BASED UNDERSEALED PAINTED WHITE TO MATCH CAB

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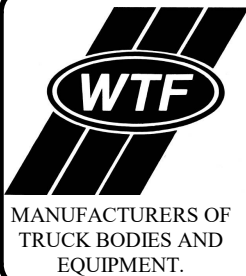
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Cab Type

Part #	Qty	Description
MATERIAL MISC	1	24" DEEP REAR WORK BUMPER/TUNNEL BOX ONE SWING-OUT DOOR EACH SIDE NOTCHED FOR MANUAL OUTRIGGERS
MATERIAL MISC	1	INTERIOR BED ITEMS ONE VALVE KEY RACK LOCATED STREET SIDE BACK WRAPPER TWO (2) REMOVABLE TOOL HOLDERS WITH RECEIVER TUBE.
MATERIAL MISC	1	LOCKABLE SHOVEL BROOM HOLDER ***VERIFY MOUNTING LOCATION***
MATERIAL MISC	1	TWO (2) FULL LENGTH PULL-OUT DRAWERS MOUNTED IN BED FLOOR 20-1/2" WIDE X 6" HIGH TWO (2) OPEN STORAGE SPACES EACH SIDE OF DRAWERS, 6" X 6" , FULL LENGTH OF BODY HEAVY DUTY FULL WIDTH STEEL BOTTOM ROLLERS WITH SEALED BEARINGS TOP GUIDES HEAVY DUTY LATCH SYSTEM, 2-POINT WITH 1/2" SOLID ROUND LOCKING RODS, STEEL ROD BUSHINGS ON FIXED OUTER PANEL, SINGLE PULL HANDLE
SB-HREC	1	FURNISH & INSTALL FRAME MOUNTED CLASS V (2-1/2") RECEIVER HITCH TWO 5/8" D RINGS 7-POLE RV STYLE TRAILER PLUG REDUCER BUSHING 2-1/2" TO 2"

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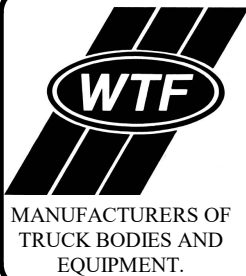
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C.A. 84

Fuel DIESEL

Cab Type

Part #	Qty	Description
MATERIAL MISC	1	AUTOCRANE EHC-4 WITH NEXSTAR WIRELES REMOTE AND PROPORTIONAL CONTROLS MOUNTED CURBSIDE REAR TOP OF BODY 4,000 LB CAPACITY 16,000 LB MOMENT RATING CONTINUOS POWER ROTATION POWER BOOM ELEVATION HYDRAULIC BOOM EXTENSION TO 16'. MANUAL EXTENSION TO 20' OVERLOAD PROTECTION SYSTEM ANTI-TWO BLOCK 80' OF 5/16" GALVANIZED WIRE ROPE WITH SWIVEL LOAD BLOCK, SAFETY HOOK BOOM REST WIRED TO AUXILIARY BATTERY WITH IN-LINE CIRCUIT BREAKER MASTER POWER SWITCH, UPFITTER SWITCH #1
MATERIAL MISC	1	16K OUTRIGGERS LOCATED AT REAR OF BODY MANUAL IN/OUT MANUAL UP/DOWN
MATERIAL MISC	1	SUPER SPRING LEVELING SPRING SET, BOTH REAR SPRING PACKS
BOSS8060UBI	1	VANAIR V2 UNDERDECK AIR COMPRESSOR/HYDRAULIC PUMP 160 CFM @ 100 PSI HOT SHIFT PTO WITH DRIVE LINE TO COMPRESSOR AIR RECEIVER TANK, FRAME MOUNTED VANAIR SAFETY SHUT DOWN SYSTEM, OVERHEATING, LOW OIL V-TEC CONTROLLER MOUNTED IN CAB OIL COOLER ABOVE DECK MOUNTED AIR INTAKE FILTER ABOVE DECK MOUNTED HYDRAULIC PUMP WITH RELIEF VALVE, 10 GPM @ 2,000 PSI

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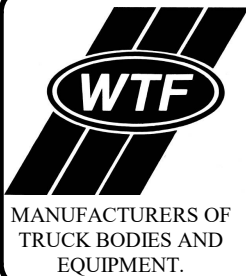
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Cab Type

Part #	Qty	Description
MATERIAL MISC	1	HANNAY MODEL 1822-17-18 12 VDC POWER REWIND REEL 100' OF 3/4" HOSE AIR SHUT-OFF VALVE WEATHERPROOF CONTROLS LOCATED ON SIDE OF REEL PLUMB TO BOSS AIR COMPRESSOR MOUNTED STREET SIDE TOP OF BODY BEHIND ONAN GENERATOR, VERIFY
MATERIAL MISC	1	ADDITIONAL AIR OUTLET LOCATED CURBSIDE REAR OF BODY 1/2" AIR LINE, COMPONENTS SHALL BE STAINLESS STEEL PIPE WITH FLEXIBLE LINES WITH CRIMPED FITTINGS AIR REGULATOR FILTER, LOCATED CURBSIDE #4 COMPARTMENT AIR SHUT-OFF VALVE AIR LINE QUICK DISCONNECT
MATERIAL MISC	1	AUXILIARY HYDRAULIC CIRCUIT TO RUN FROM VAN AIR HYDRAULIC PUMP 25 GALLON HYDRAULIC TANK HYDRAULIC RETURN LINE FILTER HYDRAULIC FLOW CONTROL VALVE PLUMB TO HYDRAULIC HOSE REEL
MATERIAL MISC	1	REELCRAFT MODEL #TH88050 OMP DUAL HYDRAULIC HOSE SPRING RETRACTABLE REEL 50' OF 1/2" TWIN HYDRAULIC HOSE ROLLER FAIRLEAD MALE/FEMALE HYDRAULIC QUICK DISCONNECT MOUNTED STREET SIDE TOP OF BODY NEXT TO AIR REEL, VERIFY

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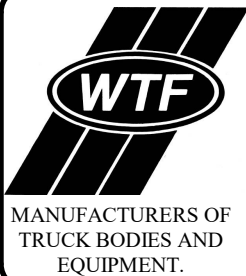
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Part #	Qty	Description
MATERIAL MISC	1	ONAN MODEL 5HDKBC-2860 DIESEL 5.0 KW GENERATOR, 120 VOLT 41.7 AMPS, ONE 2- POLE 25 AMP CIRCUIT BREAKER PLUMB FUEL PRESSURE AND RETURN LINE TO TRUCKS FUEL TANK TWO REMOTE 110 VAC WEATHERPROOF OUTLETS, VERIFY LOCATION MOUNTED STREET SIDE TOP OF BODY, FRONT, VERIFY 36" LONG X 23" WIDE X 21" HIGH, 400 LBS
EC-AUXBATT-1	1	ONE (1) GROUP 31 DEEP CYCLE BATTERY MOUNTED CURB SIDE #4 COMPARTMENT FLOOR LOUVERED VENT IN COMPARTMENT ISOLATED CIRCUIT TO TRUCK'S CHARGING SYSTEM 150 AMP CIRCUIT BREAKER FUSE PANEL WITH ENGRAVED LABEL IDENTIFYING ALL CIRCUITS ALL AUXILIARY LIGHTING AND CRANE TO BE WIRED TO AUXILIARY BATTERY ***WIRE FACTORY UPFITTER SWITCHES TO AUXILIARY BATTERIES***
MATERIAL MISC	1	WHELEN 54" LIBERTY II WC LED LIGHTBAR MODEL BB2FFFF MOUNTED ON CAB PROTECTOR TWO (2) SUPER LED ALLEY LIGHTS TWO (2) LONG SUPER LED FRONT TAKE DOWN LIGHTS FOUR (4) DUO SERIES LINEAR-LED FLASHERS, 1 SHORT AMBER/WHITE TEN (10) DUO SERIES LINEAR-LED FLASHERS, 1 LONG AMBER/WHITE CCP CONTROLLER MOUNTED IN-CAB WIRED TO AUXILIARY BATTERY
MATERIAL MISC	1	TWO (2) PIONEER PLUS FLOODLIGHTS MODEL #PFP1AP 75 WATT, 120 VAC TWO (2) WEATHERPROOF SWITCHES LOCATED CURBSIDE #4 COMPARTMENT ALL WIRING SHALL BE IN WEATHERPROOF FLEXIBLE CONDUIT SIDE MOUNTED ADJUSTABLE POLE WIRED TO AUXILIARY BATTERY

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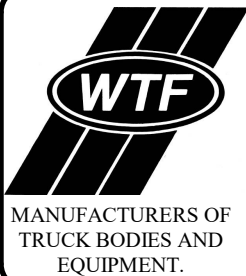
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Part #	Qty	Description
EC-WH50A02ZAR	1	TWO WHELEN 50A02ZAR 500 SERIES LINEAR SUPER LED AMBER STROBES, ***HORIZONTAL MOUNT*** ONE (1) IN EACH WHEEL WELL PANEL WIRE TO FACTORY UPFITTER SWITCH WITH ENGRAVED LABEL
EC-WH5VA02Z...	1	TWO WHELEN 5VA02ZAR 500 SERIES LINEAR SUPER LED AMBER STROBES ***VERTICAL MOUNT*** MOUNTED IN REAR BODY PANELS WIRE TO FACTORY UPFITTER SWITCH WITH ENGRAVED LABEL
EC-TLIA	1	(2) WHELEN TLIA AMBER ION T-SERIES SUPER LED LIGHT SURFACE MOUNT MOUNTED IN FRONT GRILL WIRE TO FACTORY UPFITTER SWITCH WITH ENGRAVED LABEL
WEIGHT CERT	4	WEIGHT CERTIFICATION

PLEASE REVIEW AND READ QUOTE CAREFULLY.

SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.

ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.

UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986

THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.

CREDIT CARD PAYMENTS OVER \$1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____
Date: _____
PO#: _____
Chasis ETA: _____
VIN #: _____

THANK YOU
FOR THE
OPPORTUNITY
TO QUOTE
THIS JOB

Page 8

****NOT RESPONSIBLE FOR LOST OR MISSING EQUIPMENT****

Page 29 of 169



City Council Meeting Agenda Report

Item # _____

Meeting Date: March 10, 2025

Subject: Approve Written Response to the 2023-2024 Civil Grand Jury Report Titled “Restaurant Exteriors: The Neglected Space”

Recommended Action

Review and approve the attached draft written response to the San Mateo County Civil Grand Jury Report, “Restaurant Exteriors: The Neglected Space,” and authorize the City Manager to transmit the approved correspondence to the Presiding Judge of the Superior Court as requested.

Background/Discussion

The San Mateo County Civil Grand Jury issued a report, “Restaurant Exteriors: The Neglected Space,” to address the issue of unsightly and unsanitary conditions of the exterior trash areas of food service businesses. Restaurant garbage and food waste is not always contained in designated exterior bins, and may overflow, attracting animals and other undesirable pests. The Grand Jury found a significant number of restaurant exterior waste storage areas and areas below parklets had clearly deficient, unsanitary, unsightly and odorous conditions. The investigation found that the “standards” for these areas (i.e., how these conditions were monitored, and how codes and policies were enforced) to be inconsistent at best and non-existent in some instances. A quantification of the waste storage area problem proved difficult as many sites and their condition were dependent on the day of the week and their garbage pick-up days. This Grand Jury report includes recommendations for a more proactive approach to handling the garbage and parklet sanitation problems around restaurant exteriors in San Mateo County, and suggestions for preventive maintenance.

Discussion

The Grand Jury makes six findings and one recommendation for the City of Daly City, and the City is required to provide a response to the Grand Jury no later than March 11, 2025.

The Grand Jury requests responses for Findings 1, 2, 3, 4, 5, and 6.

F1: Sanitary conditions of the exterior of restaurant facilities fall outside current inspections of the County Health Department. The varying unsatisfactory conditions in the waste removal areas of the facilities shows something is lacking in the regulatory process.

The City **agrees** with this finding.

F2: Sanitary conditions of parklets fall outside of current inspections by the County Health Department or Vector Control.

The City **agrees** with this finding.

City Council Agenda Report

Subject: Approval of Written Response to the 2023-2024 Civil Grand Jury Report Titled
“Restaurant Exteriors: The Neglected Space”

Meeting Date: March 10, 2025

Page 2 of 2

F3: Sanitary conditions of exterior areas used for waste storage and disposal fall outside current inspections by local jurisdictions; local jurisdictions are, by and large, only reactive to an actual complaint.

The City **agrees** with this finding.

F4: Most restaurant exterior areas are “out of sight” of the public and as a result complaints are less frequent.

The City **agrees** with this finding.

F5. Because they lack oversight, unacceptable conditions in restaurant trash areas are likely not to be rectified.

The City **agrees** with this finding.

F6. Waste water from the cleaning of trash areas and from rain flow into the storm drain systems.

The City **agrees** with this finding.

The Grand Jury requests a response for Recommendation 4.

R4. By June 30, 2025, inspectors for all jurisdictions with restaurants should be empowered to require owners/operators to add receptacles or increase the frequency of pick-ups.

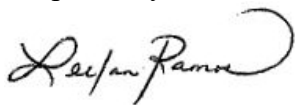
The recommendation **has been implemented**, as the City of Daly City currently works with its waste hauler, Republic Services, to add receptacles and/or increase the frequency of pick-ups as needed.

Summary/Conclusion

Staff recommends that the City Council review and approve the attached draft written response to the San Mateo County Civil Grand Jury Report, “Restaurant Exteriors: The Neglected Space,” and authorize the City Manager to transmit the approved correspondence to the Presiding Judge of the Superior Court as requested.

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

Respectfully submitted,



Leilani Ramos
Assistant to the City Manager



OFFICE OF THE CITY MANAGER CITY OF DALY CITY

333 – 90TH STREET
DALY CITY, CA 94015-1895
(650) 991-8127

March 11, 2025

Hon. Amarra A. Lee
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

RE: Civil Grand Jury Report “Restaurant Exteriors: The Neglected Space”

Dear Judge Lee:

On March 10, 2025, the City Council of Daly City, approved and authorized the City Manager to submit for the City the following responses to the Civil Grand Jury findings and recommendations pertaining to the above referenced report: “Restaurant Exteriors: The Neglected Space.”

FINDINGS

The Grand Jury requests responses for Findings 1, 2, 3, 4, 5, and 6.

F1: Sanitary conditions of the exterior of restaurant facilities fall outside current inspections of the County Health Department. The varying unsatisfactory conditions in the waste removal areas of the facilities shows something is lacking in the regulatory process.

The City **agrees** with this finding.

F2: Sanitary conditions of parklets fall outside of current inspections by the County Health Department or Vector Control.

The City **agrees** with this finding.

F3: Sanitary conditions of exterior areas used for waste storage and disposal fall outside current inspections by local jurisdictions; local jurisdictions are, by and large, only reactive to an actual complaint.

The City **agrees** with this finding.

F4: Most restaurant exterior areas are “out of sight” of the public and as a result complaints are less frequent.

The City **agrees** with this finding.

F5. Because they lack oversight, unacceptable conditions in restaurant trash areas are likely not to be rectified.

The City **agrees** with this finding.

F6. Waste water from the cleaning of trash areas and from rain flow into the storm drain systems.

The City **agrees** with this finding.

RECOMMENDATIONS

The Grand Jury requests a response for Recommendation 4.

R4. By June 30, 2025, inspectors for all jurisdictions with restaurants should be empowered to require owners/operators to add receptacles or increase the frequency of pick-ups.

The recommendation **has been implemented**, as the City of Daly City currently works with its waste hauler, Republic Services, to add receptacles and/or increase the frequency of pick-ups as needed.

The City of Daly City appreciates the opportunity to provide written responses to the San Mateo County Civil Grand Jury Report “Restaurant Exteriors: The Neglected Space.” The City Council of Daly City approved the responses contained herein on March 10, 2025.

Should you or the Grand Jury require additional information, please contact me directly at (650) 991-8127.

Sincerely,

Thomas J. Piccolotti
City Manager

cc: grandjury@sanmateocourt.org
City Clerk – City of Daly City



RESTAURANT EXTERIORS: THE NEGLECTED SPACE

ISSUE

The exterior trash areas of food service businesses are often unsightly and unsanitary. How can this issue be addressed?

SUMMARY

Restaurant garbage and food waste is not always contained in designated exterior bins, and may overflow, attracting animals and other undesirable pests. While restaurant interiors are subject to County of San Mateo Health System standards and inspections, restaurant building exteriors are subject to a variety of standards and inspection programs, because each local jurisdiction has its own regulations for sanitation and safety for exteriors. For restaurant exteriors, responsibility for enforcement of local code and for inspection schedules varies from city to city. Generally, inspections are done when complaints are received. The extent of the issues may vary based on the municipality or district, day of the week (garbage collection day), or whether the building backs are visible to the public.

Grand Jury members conducted interviews with County officials, city officials, and waste handlers and performed their own spot checks (admittedly not scientific). A written survey (Appendix B) was sent to all twenty cities and towns in the County.

The Grand Jury found a significant number of restaurant exterior waste storage areas and areas below parklets had clearly deficient, unsanitary, unsightly and odorous conditions. The investigation found that the “standards” for these areas, *i.e.*, how these conditions were monitored, and how codes and policies were enforced, to be inconsistent at best and non-existent in some instances. A quantification of the waste storage area problem proved difficult as many sites and their condition were dependent on the day of the week and their garbage pick-up days.

This Grand Jury report includes recommendations for a more proactive approach to handling the garbage and parklet sanitation problems around restaurant exteriors in San Mateo County, and suggestions for preventive maintenance.

BACKGROUND

People spent 20.7% more money at restaurants than on groceries in 2022. That figure rose to 29.5% in the first two months of 2023 according to Commerce Department data.¹ This significant increase in use of restaurants and “micro” and “mobile” food services, not surprisingly, resulted in an increase in organic (food stuff) waste, paper, glass and general garbage.

Members of the Civil Grand Jury initiated this review of the health and safety conditions surrounding the immediate areas designated for waste removal after observing an increase in rodents around parklets. Initial walkthroughs behind restaurants determined that the problem related to waste management in general as well as to the parklets. Photos contained in Appendix A depict some of the disturbing findings.

The Grand Jury found a significant number of restaurant exterior waste storage areas and areas below parklets had clearly deficient, unsanitary, unsightly and odorous conditions. The investigation found that the “standards” for these areas, *i.e.*, how these conditions were monitored, and how codes and policies were enforced, to be inconsistent at best and non-existent in some instances. A quantification of the waste storage area problem proved difficult as many sites and their condition were dependent on the day of the week and their garbage pick-up days.

This Grand Jury report includes recommendations for a more proactive approach to handling the garbage and parklet sanitation problems around restaurant exteriors in San Mateo County, and suggestions for preventive maintenance.

REGULATORY FRAMEWORK

California Health & Safety Code, Chapter 7 known as the “Retail Food Code” regulates, at the State level, the protections required for public health and safety of a “Food Facility”.² The Code

¹ https://www.census.gov/retail/marts/www/marts_current.pdf

² H&S Code 113789 (a) “Food facility” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

- (1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.
- (2) A place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.
- (b) “Food facility” includes permanent and nonpermanent food facilities, including, but not limited to, the following:
 - (1) Public and private school cafeterias.
 - (2) Restricted food service facilities.
 - (3) Licensed health care facilities, except as provided in paragraph (12) of subdivision (c).
 - (4) Commissaries.
 - (5) Mobile food facilities.
 - (6) Mobile support units.
 - (7) Temporary food facilities.
 - (8) Vending machines.
 - (9) Certified farmers’ markets, for purposes of permitting and enforcement pursuant to Section 114370.

has extensive requirements for the handling of food, preparation and service of patrons. They can best be described as affecting the “inside” of the Food Facility.

The exterior or waste disposal areas are only mentioned in Article 4, Section 114245.4. “If provided, an outdoor storage area or enclosure used for refuse, recyclables, and returnables shall be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable and sloped to drain.”³ Refer to Appendix C for the California Health & Safety Code Article 4.

The enforcement of these State Regulations is assigned to “Enforcement Officers”⁴ of an “Enforcement Agency”⁵ which is delegated to more local organizations at the county or other local level. Section 114390⁶ gives the power to inspect facilities, take samples and prepare a written report of deficiencies.

HEALTH DEPARTMENT INSPECTIONS

The San Mateo County Health Department is primarily responsible for the inspection of restaurants and enforcement of the Health Codes related to them. The Inspection checklist (Appendix D) has 60 categories for inspection and only one (FO42) relates to waste disposal or garbage. In interviews, the Grand Jury found the Health Inspector does not generally inspect the areas behind the facility and does not inspect areas not immediately adjacent to the facility at all. The County relies on the individual cities for enforcement of their nuisance laws in these areas.

As part of its Municipal Code, each City or jurisdiction maintains provisions for enforcement actions against properties (and operators) that maintain unhealthy, noxious, or dangerous conditions under their police powers to abate public nuisances. (See Bibliography)

LAND USE / USE PERMITS

It is beyond the scope of this investigation to analyze the municipal codes of each of the twenty jurisdictions in San Mateo County which have restaurant uses. Most cities require “use permits”

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(11) Fishermen’s markets.

³ Sections 114244 to 114245.3 inclusive speak only to the Food Facility which is defined as the interior of the facility.

⁴ **113774.** “Enforcement officer” means the director, agents, or environmental health specialists appointed by the Director of Health Services, and all local health officers, directors of environmental health, and their duly authorized registered environmental health specialists and environmental health specialist trainees.

⁵ **113773.** “Enforcement agency” means the department or the local health agency having jurisdiction over the food facility.

⁶ **114390 :**

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=104.&title=&part=7.&chapter=13.&article=2

(conditional or otherwise) for restaurants in certain locations. As part of the building permit process, cities have the ability to require and specify the type, location, and frequency of waste disposal. More importantly, all have a general requirement that these areas be maintained at the owner/operator expense in a good and sanitary manner.

WASTE HAULERS / SANITATION COMPANIES

By far the biggest recipient of waste and disposal in the County is Recology San Mateo County serving the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo, the town of Hillsborough, County of San Mateo, North Fair Oaks, and West Bay Sanitary District. Recology of the Coast provides service to Pacifica. GreenWaste provides service to the town of Atherton.

South San Francisco Scavenger Company (SSFSC) serves businesses and residents in South San Francisco, Millbrae, Brisbane and San Francisco International Airport. Half Moon Bay, Daly City and the unincorporated North County has an agreement with Republic Services, Inc. to provide recycling, compost and garbage collection services.

Each hauler negotiates independently on rates and pick-up policy. The Grand Jury reviewed the Franchise Agreement used by Recology. The agreement provides that the hauler shall replace or repair bins, dumpsters and other containers as needed or upon request.

DISCUSSION

SURVEY

The Grand Jury sent a survey to twenty jurisdictions (see Appendix B). Five jurisdictions relied solely on the County Health Department for enforcement of regulations related to restaurant waste facilities; two inspected and enforced only at the permit renewal stage; and nine assigned the duty to their code enforcement mechanism generally through Planning, Public Works or dedicated Code Enforcement personnel. Only three of the jurisdictions conducted inspections independent of a complaint. The majority, nine of fourteen, only inspected upon receipt of a complaint. (See Appendix B for the tabulated Survey results).

In summary, survey responses demonstrate that the Cities rely on the County Health Department for inspections of restaurant interiors and, in general, only respond to exterior conditions upon receipt of a complaint.

OBSERVATIONS

The condition at any one site is dependent on the frequency of trash removal. The site may be fine right after removal but, as the week goes on, the situation worsens. There does not appear to be any site-specific requirements (or at least any that are enforced) for residual cleaning such as power washing. Few sites inspected had any method of controlling wash down or steam cleaning waste from flowing into the storm sewers. The type of restaurant also impacts its output, *e.g.*, some generate grease, oil and animal fat, which require special containers.

The current requirements for trash enclosures by local jurisdictions are applied only to new applications, resulting in many outdated, legacy facilities and, without regular inspection, there is no monitoring of maintenance or repair. These areas are high impact areas and the enclosures and bins, dumpsters and cans are subject to heavy use. The Grand Jury found many bins, dumpsters and cans to be in damaged and filthy condition.

Economic forces impact maintenance and overflow conditions. An operator of a restaurant pays for disposal service by volume (size and number of containers) and frequency (number of pick-ups in one week). Increases in business generate higher volumes so what was working in the past may not be sufficient for the current or future situation. It is logical that operators of food facilities would see added frequency of pickups or added containers as a negative and an expense. This is a financial impact question.

IMPACTS ON THE COMMUNITY

Normal sanitation issues apply; smell, unsightliness and vermin⁷. Vector Control does not inspect trash or similar areas unless specifically requested. The Grand Jury interviews revealed instances of the presence of rats, mice and raccoons in trash areas and parklets. Insect infestation is also of concern. All this presents a health hazard to the public, the workers at these restaurants, and the trash collectors.

ENFORCEMENT OF EXISTING REQUIREMENTS

The County Health Department inspections do not include the areas outside of the building. The enforcement of the nuisance provisions by local jurisdictions is reactive and only called into play upon a complaint. Oversight of the condition of receptacles (dumpsters, bins, cans) is minimal, at best, and often non-existent.

SPECIAL CASES

Mobile Food Facilities (Food Trucks): The Permit Checklist for food trucks does not mention waste disposal. Food Truck regulation is an evolving body of regulation and should be reviewed at a later date.

https://www.smchealth.org/sites/main/files/file-attachments/20170915_mff_selfinspectionchecklist.pdf?1536778880

Farmer's Markets: Several markets were visited by Jurors. Only the Farmer's Market in San Carlos was the subject of an interview. This particular market occurs on a Sunday. It is organized

⁷ **H&S Code 113939.** "Vermin" means cockroaches, mice, rats, and similar pests that carry disease.

H&S Code 13939.1. "Vermin infestation" means the presence of vermin within the food facility as evidenced by actual live bodies, fresh droppings or vomitus, urine stains, or gnaw marks, that could result in contamination to the food, equipment, packaging, or utensils.

by a private company (a community-based organization, CBO) which recruits and manages the individual Farmers and Vendors. The company polices the area at the breakdown of the Market on Sunday afternoon. The city of San Carlos has a street sweeper go over the area on Monday morning. These actions appear to be sufficient as the area was observed to be clean and free from refuse.

Parklets: Like Food Trucks, parklet regulation is evolving and should be reviewed in more detail at a later date. There are currently no separate inspection line items for parklets in the County Health Department checklist. Parklets increased significantly as a result of the Covid-19 pandemic, which have proven efficient and desirable in many areas. At the outset, their construction was not heavily regulated and there were no specific building code requirements for inspection and cleaning under floors. As these facilities have become permanent, building permit requirements have increased. Problem areas identified in our investigation are:

1. Open floor segments can permit food and other waste falling under the floor of the parklet to the street;
2. Many have open side(s) permitting vermin to go under the parklet to feed on scraps;
3. Street drainage (from road crown and gutter flow) can exacerbate the problems of waste under the floor, including leaves and other refuse.

METHODOLOGY

The Jurors made several site visits over a period of eight months and took photographs. The Grand Jury conducted interviews with some officials of some cities and with several San Mateo County officials including the Health Department and Vector Control. A survey was sent to each city/town in San Mateo County.

FINDINGS

F1: Sanitary conditions of the exterior of restaurant facilities fall outside current inspections of the County Health Department. The varying unsatisfactory conditions in the waste removal areas of the facilities shows something is lacking in the regulatory process.

F2: Sanitary conditions of parklets fall outside of current inspections by the County Health Department or Vector Control.

F3: Sanitary conditions of exterior areas used for waste storage and disposal fall outside current inspections by local jurisdictions; local jurisdictions are, by and large, only reactive to an actual complaint.

F4: Most restaurant exterior areas are “out of sight” of the public and as a result complaints are less frequent.

F5: Because they lack oversight, unacceptable conditions in restaurant trash areas are likely not to be rectified.

F6: Waste water from the cleaning of trash areas and from rain flow into the storm drain systems.

F7. Effective inspection of parklet sanitation can be severely hampered by closed skirting and lack of under floor access. Spacing between planking and lack of solid flooring can lead to accumulation of organic debris and possible infestation by vermin.

RECOMMENDATIONS

R1. By June 30, 2025, the County should amend its Food Facility Checklist to include the condition of trash area flooring, bins, dumpsters and enclosures, and note any needed repair, replacement or cleaning.

R2. By June 30, 2025, the County should amend its Food Facility Checklist to include the entire exterior waste storage area, retention areas and parklets, including flooring and underfloor areas.

R3. By June 30, 2025, the County should require operators/owners of restaurants to have a written diagram of their approved waste storage/retention area posted so the inspector can evaluate the condition of the facilities.

R4. By June 30, 2025, inspectors for all jurisdictions with restaurants should be empowered to require owners/operators to add receptacles or increase the frequency of pick-ups.

Note: The Grand Jury is not able to recommend changes to building codes or planning criteria to cities or the County. However, in our review we did find the City of Palo Alto has a publication with clear and comprehensive regulations/recommendations for these areas.

“Comprehensive Guidelines for Commercial Trash Enclosures:

<https://www.cityofpaloalto.org/files/assets/public/v/1/planning-amp-development-services/palo-alto-trash-enclosure-area-guidelines-march-2017.pdf>”

REQUEST FOR RESPONSE

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as follows:

From the San Mateo County Board of Supervisors, to all Findings and Recommendations.

From the councils for all 20 cities and towns in the County, to Findings 1, 2, 3, 4, 5, and 6 and Recommendation 4.

The governing bodies indicated above should be aware that the comment or response of each governing body must be conducted subject to the notice, agenda, and open meeting requirements of the Brown Act.

RESPONSE REQUIREMENTS

California Penal Code Section 933.05 provides (emphasis added):

- (a) For purposes of each subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall report one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the port of the finding that is disputed and shall include an explanation of the reasons, therefore.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

BIBLIOGRAPHY

California Health and Safety Code:

<https://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=HSC&tocTitle=+Health+and+Safety+Code+-+HSC>

The following is a representative selection of Municipal Codes relevant to the investigation:

- Daly City: https://library.municode.com/ca/daly_city/codes/code_of_ordinances?nodeId=TIT8HESA
- Belmont: https://library.municode.com/ca/belmont/codes/code_of_ordinances?nodeId=CICO_CH11HESA
- Hillsborough: https://library.municode.com/ca/hillsborough/codes/code_of_ordinances?nodeId=TIT8HESA
- San Mateo (City): <https://law.cityofsanmateo.org/us/ca/cities/san-mateo/code/7>
- East Palo Alto Code Enforcement: <https://www.cityofepa.org/building/page/code-enforcement>

- San Carlos: <https://www.codepublishing.com/CA/SanCarlos/#!/SanCarlos08/SanCarlos0827.html#8.27>
- South San Francisco: https://library.qcode.us/lib/south_san_francisco_ca/pub/municipal_code/item/title_8-chapter_8_16 and https://library.qcode.us/lib/south_san_francisco_ca/pub/municipal_code/item/title_8
- Burlingame: https://library.qcode.us/lib/burlingame_ca/pub/municipal_code/item/title_8
- Pacifica Food Establishments: https://library.municode.com/ca/pacifica/codes/code_of_ordinances?nodeId=TIT6SAHE_CH5GACORE
- Pacifica Garbage: https://library.municode.com/ca/pacifica/codes/code_of_ordinances?nodeId=TIT6SAHE_CH5GACORE_ART1GACO
- Redwood City: RWC has multiple segments of their code that would apply to this topic. The link to the Code in General is: https://library.municode.com/ca/redwood_city/codes/city_code?nodeId=REDWOOD_CALIFORNIAMUCO

APPENDIX A

Photographs of exteriors



Figure 1: San Mateo, September 2023



Figure 2: Millbrae, September 2023



Figure 3: Millbrae, September 2023



Figure 4: Millbrae, September 2023



Figure 5: Millbrae, September 2023



Figure 6: Millbrae, September 2023



Figure 7: San Carlos, December 2023



Figure 8: San Carlos, November 2023



Figure 9: San Carlos, December 2023



Figure 11: San Carlos, October 2023

APPENDIX B

Survey

1. Please list your name, title or job description and the city/town you represent.

Surveys were sent to managers of the twenty cities and towns in San Mateo County. Responses were as follows:

City/Town	Response Received
Atherton	No
Belmont	Yes
Brisbane	No
Burlingame	Yes
Colma	No
Daly City	Yes
East Palo Alto	Yes
Foster City	Yes
Half Moon Bay	No
Hillsborough	Yes
Menlo Park	Yes
Millbrae	No
Pacifica	Yes
Portola Valley	No
Redwood City	Yes
San Bruno	Yes
San Carlos	Yes
San Mateo	No
South San Francisco	Yes
Woodside	Yes

2. What sanitation standards are applied to the garbage/trash areas of restaurants, bars and food services?

Respondents cited the County ordinance code and various municipal codes and standards. One entity had no response and another responded their city/town has no restaurants.

3. What standards are applied to sanitation, trash and street cleaning related to the "parklets" or other outdoor areas used for food service?

Most respondents cited state, county or municipal standards. One city noted they have specific regulations for parklets. Another city said they have no standards because parklets are the responsibility of restaurants.

4. What department(s) of the City enforce these standards?

Enforcement of standards may be done by:

- County Health
- Building/Fire/Public Works
- Planning & Building, Dept of Water & Wastewater Resources
- Planning
- Public Works
- Police, Code Enforcement
- Engineering Division
- Community & Economic Development. Department

5. Are regular inspections made or is inquiry only made upon complaint?

Most responded inspections are complaint-based. A few municipalities conduct regular, periodic inspections.

6. Upon inquiry by the City (either by inspection or complaint) what standards are applied to determination of a violation, or recommendation to an owner?

Standards listed included:

- County Health
- Parklet Standards
- Municipal Codes
- California Building Code, California Fire Code, Americans with Disabilities Act (ADA)

7. What agencies or organizations outside of the City are involved in maintaining standards, such as Recology, Republic Services or South San Francisco Scavenger?
- Recology
 - Recology of the Coast
 - Greenwaste Recovery
 - Republic
 - County Health
 - No response, but noted there is a city contract with a power washing service and that information is made available to parklet owners

APPENDIX C

California Health & Safety Code Article 4

Health and Safety Code - HSC, DIVISION 104. ENVIRONMENTAL HEALTH [106500 - 119406] , PART 7. CALIFORNIA RETAIL FOOD CODE [113700 - 114437] , CHAPTER 7. Water, Plumbing, and Waste [114189 - 114245.7]
https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=104.&title=&part=7.&chapter=7.&article=4

ARTICLE 4. REFUSE

114244.

- (a) Each food facility shall be provided with any facilities and equipment necessary to store or dispose of all waste material.
- (b) Waste receptacles shall be provided for use by consumers.
- (c) A receptacle shall be provided in each area of the food facility or premises where refuse is generated or commonly discarded, or where recyclables or returnables are placed.

114245

- (a) An area designated for refuse, recyclables, returnables, and a redeeming machine for recyclables or returnables shall be located so that it is separate from food, equipment, utensils, linens, and single-service and single-use articles and a public health hazard or nuisance is not created.
- (b) Receptacles and waste handling units for refuse, recyclables, and returnables shall not be located so as to create a public health hazard or nuisance or interfere with the cleaning of adjacent space.

114245.1

- (a) All refuse, recyclables, and returnables shall be kept in nonabsorbent, durable, cleanable, leakproof, and rodent proof containers and shall be contained so as to minimize odor and insect development by covering with close-fitting lids or placement in a disposable bag that is impervious to moisture and then sealed.
- (b) Refuse containers inside a food facility need not be covered during periods of operation.
- (c) All refuse shall be removed and disposed of in a sanitary manner as frequently as may be necessary to prevent the creation of a nuisance.
- (d) Storage areas, enclosures, and receptacles for refuse, recyclables, and returnables shall be maintained in good repair.
- (e) Refuse, recyclables, and returnables shall be removed from the premises at a frequency that will minimize the development of objectionable odors and other conditions that attract or harbor insects and rodents.

114245.2. Cardboard or other packaging material that does not contain food residues and that is awaiting regularly scheduled delivery to a recycling or disposal site may be

stored outside without being in a covered receptacle if it is stored so that it does not create a rodent harborage problem.

114245.3. If located within the food facility, a storage area for refuse, recyclables, and returnables shall meet the requirements for floors, walls, ceilings, and vermin exclusion as specified in this part.

114245.4. If provided, an outdoor storage area or enclosure used for refuse, recyclables, and returnables shall be constructed of nonabsorbent material such as concrete or asphalt and shall be easily cleanable, durable, and sloped to drain.

114245.5. Receptacles and waste handling units for refuse and recyclables shall be installed so that accumulation of debris and insect and rodent attraction and harborage are minimized and effective cleaning is facilitated around and, if the unit is not installed flush with the base pad, under the unit.

114245.6.

(a) Receptacles and waste handling units for refuse, recyclables, and returnables shall be thoroughly cleaned in a way that does not contaminate food, equipment, utensils, linens, or single-service and single-use articles, and wastewater shall be disposed of as specified under Section 114241.

(b) Soiled receptacles and waste handling units for refuse, recyclables, and returnables shall be cleaned at a frequency necessary to prevent them from developing a buildup of soil or becoming attractants for insects and rodents.

114245.7.

(a) Except as specified in subdivision (b), suitable cleaning implements and supplies such as high-pressure pumps, hot water, steam, and detergent shall be provided as necessary for effective cleaning of receptacles and waste handling units for refuse, recyclables, and returnables.

(b) If approved, off-premises-based cleaning services may be used if on-premises cleaning implements and supplies are not provided.

APPENDIX D

San Mateo County Inspection Checklist

<https://www.smchealth.org/sites/main/files/file-attachments/297097foodestab.pdf>



COUNTY OF SAN MATEO
HEALTH SYSTEM

Environmental Health
Services Food Program
2000 Alameda
de las Pulgas
Suite #100
San Mateo,
CA 94403
(650) 372-6200 FAX
(650) 627-8244
[smchealth.org/food](https://www.smchealth.org/food)

FOOD FACILITY CHECKLIST

The goal of food safety is to promote health and prevent food-borne disease through education, training and regulation. This checklist reflects areas that are evaluated during a routine inspection. Use this as a guide to improve your facility's sanitation and compliance with the requirements from the California Retail Food Code.

FOOD RECEIVING	YES	NO	N/A
Raw or frozen raw molluscan shellfish (e.g. clams, mussels, scallops, oysters) properly labeled and labels maintained on site for at least 90 days.			
Temperature of live molluscan shellfish at or below 45°F.			
Food only from approved sources.			
Potentially hazardous foods delivered at a temperature of 41°F			
Frozen foods delivered in frozen condition with no evidence of thawing or refreezing.			
Food at improper temperature or in unacceptable condition rejected.			
Foods, especially refrigerated and frozen foods, placed in proper storage locations promptly.			
FOOD STORAGE	YES	NO	N/A
Foods protected from contamination, dirt, vermin, insects, chemicals, etc.			
Prepackaged and bulk foods properly labeled.			
Food stored at least 6 inches above floor in approved locations within the facility.			
Returned and damaged goods stored separate from other items.			
Raw meat and fish inside refrigerators and freezers stored below and away from ready-to-eat foods (e.g. salads, produce, beverages).			
Foods kept covered while in storage.			
Food which becomes contaminated or adulterated is discarded.			

FOOD PREPARATION	YES	NO	N/A
Frozen foods thawed by one of the following methods: • Under cold running water • In a refrigerator • In a microwave • As part of the cooking process			
Hot potentially hazardous foods cooled as quickly as possible by one or more of the following methods prior to placement in a refrigerator or freezer: • In an ice bath with stirring • With a rapid cool stirring device • In a blast chiller • By adding ice • In shallow heat conducting pans on ice • Separating food into smaller or thinner portions			

	YES	NO	N/A
Food preparation sinks used only for preparation activities, and not hand washing, janitorial activities, or other uses.			
Sulfites not added to potentially hazardous foods.			
Potentially hazardous foods shall be thoroughly cooked to a minimum internal temperature of: • 165°F for poultry, comminuted poultry, game birds, stuffed meats, stuffed pasta, and reheated foods. • 157°F for ground beef, other comminuted meats, and foods containing comminuted meat. (Or 155°F for a minimum of 15 seconds) • 155°F for pork. • 145°F for eggs, food containing raw eggs, and other cooked potentially hazardous food.			
FOOD SERVING	YES	NO	N/A
Prepackaged foods properly labeled with common name, list of ingredients, net weight, name and address of manufacturer, etc.			
Uneaten food returned from customer is discarded and not reused or reserved.			
Self-serve buffets, salad bars, snack counters, bulk food dispensers, and self-serve units. Provide adequate protection for food and utensils from contamination by customers (e.g. sneezing, coughing, and handling).			
Tongs, ladles, spoons, etc. used for food service rather than direct contact with hands.			

TEMPERATURE CONTROL/THERMOMETERS	YES	NO	N/A
Potentially hazardous foods kept at or below 41°F, or at or above 135°F.			
When cooling or heating potentially hazardous foods, the time spent in the DANGER ZONE (41 °F - 135°F) is kept to a minimum.			
Easily readable thermometers (accurate to $\pm 2^{\circ}\text{F}$) in the warmest part of each refrigeration and freezer unit.			
Metal probe-type thermometer on premise if potentially hazardous food served.			
Thermometers are sanitized before and after use, and periodically calibrated. (Employees should be able to demonstrate that they know how to calibrate a probe thermometer)			
UTENSIL WASHING/STORAGE	YES	NO	N/A
Utensils protected from contamination, dirt, vermin, insects, chemicals, etc.			
Multi-service customer utensils (e.g. plates, glasses, silverware) sanitized by mechanical dish machine as per manufacturer specifications, or if manually washed, sanitized by one of the following methods: • 100 ppm chlorine for 30 seconds • 25 ppm iodine for 60 seconds • 200 ppm quaternary ammonium for 60 seconds • 180°F water for 30 seconds			
Test strips or thermometer available for measuring the method of sanitizing utensils.			

	YES	NO	N/A
Three- compartment sink with dual integral drain boards available for utensil washing (except where 2 compartment exemptions is applicable).			
Compartments are large enough to accommodate the largest utensil in use.			
Utensils are clean and in good repair.			
Kitchen and serving utensils are routinely cleaned and sanitized.			
Utensils are commercial-grade and meet applicable National Sanitation Foundation (NSF) at CAL CODE standards.			
All mechanical dishwashers are provided with dual integral drain boards.			
Proper sanitizer and chemical levels, and temperature maintained at all times during operation of dish machines.			
Single-service customer utensils used only once and disposed of in a sanitary manner.			
Serving utensils (e.g. scoops, spoons, ladles, etc.) for potentially hazardous foods, while in use are kept at or below 41°F or above 135°F, or in a dipper well continually provided with clean water.			
TOILET FACILITIES	YES	NO	N/A
Employee toilet facilities provided.			
Customer toilet facilities provided where required.			

Tight-fitting self-closing doors provided.			
Food, utensils, equipment, supplies, etc., not stored in toilet facilities.			
Toilet paper, single-use sanitary towels (or air dryer) and hand cleanser provided from approved dispensers.			
Hot and cold water, under pressure, provided from a mixing faucet (or combination faucet) at hand sink.			
Ventilation provided.			
HANDWASHING FACILITIES	YES	NO	N/A
Within or adjacent to restrooms and kitchens.			
Provided with single service sanitary towels (or air dryers) and hand cleanser from and approved dispensers.			
Hot and cold water, under pressure, provided from a mixing faucet (or combination faucet) at hand sink.			
Kept readily accessible at all times			
Facilities provided exclusively for hand washing in food prep areas that are sufficient in number and conveniently located. (construction/remodels on or after January 1, 1996)			
CHEMICALS/PESTICIDES	YES	NO	N/A
Properly labeled.			
Stored away from food and utensils. Stored in separate enclosure if stored in food preparation area.			
Pesticides specifically approved for use within food facilities.			
Chemicals, pesticides, hazardous materials properly used. MSDS data available for employees.			

JANITORIAL FACILITIES	YES	NO	N/A
Area provided for storage of cleaning supplies and equipment which is separate from food preparation, food storage, utensil cleaning, and utensil storage areas.			
Janitorial sink or basin provided with hot and cold water.			
Backflow prevention device provided for sink.			
Cleaning equipment (e.g. mops, buckets, brooms, etc.) kept away from food and utensils.			
LIGHTING	YES	NO	N/A
Minimum intensity of 20 foot-candles (ftc) in food preparation and utensil cleaning areas.			
Minimum intensity of 10ftc elsewhere but intensity of at least 20 ftc available during cleaning operations.			
Shatter-proof light covers in food preparation, food storage (except where food is in unopened, original containers), and utensil cleaning areas.			

VERMIN/INSECTS	YES	NO	N/A
Facility free of rodents and insects.			
Harborage and entrances eliminated. Droppings and dead insects cleaned up.			
Facility kept fully enclosed. Entrances protected by tight-fitting, self-closing doors or air curtains. Openable windows protected by screens.			
Pest control performed by licensed pest control operator.			
GARBAGE/REFUSE DISPOSAL	YES	NO	N/A
Facilities provided for garbage disposal and storage.			
Containers are leak proof and rodent proof with tight-fitting lids.			
Garbage placed in securely fastened plastic bags before placement in dumpster.			
Garbage removed frequently.			
WATER SUPPLY	YES	NO	N/A
Water supply from an approved source.			
Hot and cold water provided in adequate amounts.			
EMPLOYEE HABITS	YES	NO	N/A
Employees wash hands before beginning work, between working with raw food and ready-to-eat foods, after coughing or sneezing, after touching soiled equipment or utensils, after using restrooms, and after engaging in any other activity that contaminates the hands.			
Employees wear clean garments or uniforms.			
Employees do not use tobacco products where food is prepared, served, or stored, or where utensils are cleaned or stored.			
Employees do not work if ill.			
Employees have been instructed in safe food handling practices.			
Employees routinely check temperatures of potentially hazardous foods during storage, preparation and serving, and check utensil cleaning chemical levels, water temperatures, and water pressures.			

EMPLOYEE CHANGE/STORAGE FACILITIES	YES	NO	N/A
Area provided for employee changing which is separate from toilets, food storage, food preparation, utensil cleaning, and utensil storage areas.			
PLUMBING	YES	NO	N/A
All sewage and wastewater disposed of to an approved sewer or septic system.			
Indirect waste drainage via a floor sink or funnel drain provided for all equipment that discharges wastes (e.g. prep sinks, utensil sinks, steam tables, salad bars, Chinese ranges, ice machines, ice storage bins, beverage machines, steam-jacketed kettles, display cases, refrigeration/freezer units, etc.)			
Indirect waste receptacles readily accessible for cleaning and inspection, and not located inside cabinets.			

Floor drains absent from food storage areas.			
Plumbing kept clean, fully operative, and in good repair.			
Grease interceptors and septic tanks regularly cleaned out by licensed plumbers.			
EQUIPMENT	YES	NO	N/A
Equipment clean and in good repair.			
Equipment easily cleanable and meets applicable NSF and the California Retail Food Code standards.			
Unused equipment removed from premises.			
Approved ventilation/exhaust equipment provided over cooking equipment and high temperature dish machines.			
WALLS, FLOORS, CEILINGS	YES	NO	N/A
Floors are smooth, durable, non-absorbent, and easily cleanable in areas where: • food prepared, packaged, or stored; • where utensils are cleaned or stored; • where garbage is stored; • where janitorial facilities are located; • in toilet and hand washing facilities; • in employee change and storage areas.			
Floor material extends up the walls and toe kicks at least 4 inches with a minimum of 3/8 inch radius at the wall/floor and wall/toe-kick junctures in all areas mentioned above except where exempted (e.g. where foods are stored in their unopened original containers).			
Walls and ceilings smooth must be durable, non-absorbent, and easily cleanable in all areas except where exempted (e.g. dining areas, closed food storage areas, and certain portions of bar areas).			
Walls and ceiling finishes light colored in food preparation, utensil cleaning areas, and inside walk-in refrigeration units.			
SIGNS	YES	NO	N/A
Official Food Placard must be posted and clearly visible at the entrance of facility.			
Valid health permit posted in a conspicuous location.			
<i>No Smoking</i> signs posted in food preparation, food storage, utensil cleaning, and utensil storage areas.			

	YES	NO	N/A
Hand washing signs posted in toilet rooms.			
If facility has sit-down dining, <i>Choking First Aid</i> poster placed where it is readily accessible to employees.			

ADDITIONAL INFORMATION	YES	NO	N/A
Any construction, remodeling, alterations, and the installation of new equipment must be approved by the Health Department before commencing work.			
Applicable building and fire codes are met.			
Manager certification/ Food handler certifications are available on site.			
Tobacco permit available if applicable			
COMMENTS/OBSERVATIONS:			



City Council Meeting Agenda Report

Item # _____

Meeting Date: March 10, 2025

Subject: Approve Reservoir 7 Tank Replacement Design

Recommended Action

Authorize staff to enter into a professional services agreement with West Yost to provide engineering design services for a water system improvement design for Reservoir 7 tank replacement. West Yost's design bid proposal for this project is \$588,558. Staff however is also requesting an additional twenty percent, \$117,711.60 for any unforeseen changes that may arise for this complicated design for an amount not to exceed \$706,269.60.

Background

In 1962, the City constructed Reservoir 7, which is a 1.5-million-gallon (MG) welded-steel tank, (75-ft—diameter by 45-ft side water depth) near 2300 Skyline Boulevard. The reservoir was designed and constructed in conformance with American Water Works Association Standards. The flat-roof reservoir is not anchored to its reinforced concrete ring-wall foundation causing the potential for the reservoir to slide off its foundation. The City assessed Reservoir 7's condition most recently by G&E Engineers in 2016. The assessment identified structural shortfalls and condition deficiencies. The risk level was assessed as high for failure because of its proximity to the San Andreas Fault. Because of the reservoir's age and deficiencies, the City took the tank out of service in October 2020 and worked with a neighboring agency to provide potable water and fire suppression from their adjacent tank. DWR staff is recommending demolishing the existing steel tank of Reservoir 7 and replace it with a 1.5-MG to 2.0-MG prestressed concrete reservoir (AWWA/Ansi D110 Type 1). The new reservoir design will address all previous structural issues, will be designed to fit onto the existing site, and will provide for additional storage for fire suppression.

Discussion

Through a competitive selection process, the City received three competent proposals. Staff requested design services to check the existing tank for hazardous materials, carry out site geotechnical investigations and surveying, prepare preliminary design (compare 1.5-mg and 2.0-MG prestressed concrete reservoirs for feasibility and cost), detailed design, bidding assistance, and engineering assistance during construction. Staff selected West Yost as offering the best project understanding and design services at a competitive price.

Fiscal Impact

Sufficient funds are available in the Water Capital Fund, Reservoir 7 Replacement: 41-385-788-4534 to provide for this action.

Summary/Conclusion

Authorize staff to enter into a service agreement with West Yost to provide design services for Reservoir 7 tank replacement in the amount not to exceed \$706,269.60.

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

Respectfully submitted,

Michael Patolo
Water & Wastewater Maintenance Manager

Joshua Cosgrove
Director of Water and Wastewater Resources

Attachment 1: West Yost – Technical Proposal - Engineering Design Services for Reservoir 7 Replacement
Attachment 2: City Standard Professional Agreement



CITY OF DALY CITY

Engineering Design Services for Reservoir 7 Replacement

DECEMBER 9, 2024





2020 Research Park Drive
Suite 100
Davis, CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

December 9, 2024

Joshua Cosgrave

Department of Water and Wastewater Resources
City of Daly City
153 Lake Merced Blvd
Daly City, CA 94015

RE: Request for Proposals for Engineering Design Services for the Reservoir 7 Replacement

Dear Joshua:

West Yost is excited about the opportunity to assist the City of Daly City (City) in the design of the Reservoir 7 Replacement. We have selected a custom team of professionals that are interested and invested in meeting the needs of this project.

West Yost has put together a proven, cohesive team that will bring the efficiencies of recent real-life experiences on similar projects. Our team of experts and subconsultants have worked together on similar projects throughout the west coast, including the Glenview Tank 3 and Sweeney Ridge Tank 7 projects for the City of San Bruno. Our team's experience on similar projects includes the completion of over 75 tank projects.

- **Jeff Wanlass, PE** will be the Project Manager and Design Lead for tank design. Jeff was also the Project Manager and Design Lead for the City of San Bruno's Glenview Tank 3 Replacement and Sweeney Ridge projects, both of which are near the San Andreas Fault, and has designed a total of 15 prestressed concrete tanks in the last 5 years. Jeff will collaborate with the City and the West Yost team, as well as provide the leadership required to result in a completed project that best meets the City's needs. Jeff is located in West Yost's home office in Davis, which is approximately 80 miles away from Daly City.
- **Kleinfelder, Structural and Geotechnical** - Kleinfelder's structural team, including Christina Nishimoto and Eric Ng, has provided structural design for both San Bruno Tank replacement projects, the Santa Cruz tank replacement project, and others as part of the West Yost design team. They have extensive experience designing AWWA D110 prestressed concrete tanks and have been working with West Yost for the past 15 years. Dr. Zia Zafir, a geotechnical engineer, has extensive seismic evaluation and design experience across the West Coast and will lead the geotechnical evaluation for this project.
- **Corie Moolenkamp, PE** will serve as the Principal-in-Charge and has worked on many tank and pipeline projects in her 25 year career. She is the West Yost Infrastructure Business Sector leader, enabling her to monitor and guide project progress and allocate staff resources. Corie is authorized to contractually bind the firm and negotiate a contract with the City.

West Yost acknowledges receipt of Addenda No. 1 & 2. This proposal is valid for 120-days from date of submittal. We appreciate the opportunity to offer this proposal to the City. If you have any questions about our qualifications or approach to the work included in this proposal, please contact Jeff at 530.792.3245. Our proposed modifications to the Professional Services Agreement is presented in Appendix 1.

Sincerely,

WEST YOST

A blue ink signature of Jeff Wanlass, written in a cursive style.

Jeff Wanlass, PE
Project Manager
530.792.3245 | jwanlass@westyost.com

A blue ink signature of Corie Moolenkamp, written in a cursive style.

Corie Moolenkamp, PE
Principal-in-Charge | Asst. Secretary, VP
503.601.9520 | cmoolenkamp@westyost.com
5 Centerpointe Drive, Suite 130, Lake Oswego, OR 97035

B // PROJECT UNDERSTANDING

B1. Workplan and Approach

The Reservoir 7 Replacement project consists of replacing a 1.5 million-gallon (MG) welded steel water tank. The reservoir was constructed in 1962 and has been in service nearly 62 years. The reservoir has a floor elevation of about 722 feet, with a diameter of 75 feet and a water height of 45 feet. The reservoir includes a flat roof, with six shell rings, and is unanchored to the concrete ring wall footing. Reservoir 7 includes a connection to the Westborough Water District, just south of the reservoir. This pipeline crosses the San Andreas Fault about 500 feet from Reservoir 7. In October 2020, the City took the reservoir offline due to safety concerns. The City provides service to customers in this storage zone, via the adjacent North Coast County Water District's Christen Hill Tank, which was replaced in 2016.

The project site is located within Alquist-Priolo Earthquake Fault Zone of San Andreas fault and fault ruptures near the tank were observed during the 1906 Great San Francisco earthquake. The existing tank is located about 120 feet east of the trace of the San Andreas Fault where the primary ground rupture was to have occurred during the 1906 earthquake. However, it is our understanding that fault displacement hazard at the tank is low, and no movement was observed during the 1906 earthquake.

The project goals include replacing the existing steel tank with a new 1.5 MG prestressed concrete tank, appurtenance piping systems, grading, and other site improvements.



The successful project will require addressing several key issues including:

- DDW Approval and Waiver for Single Inlet/Outlet
- Tank Watertightness
- Tank Appurtenance Material Selection
- Seismic Evaluation/Design of Tank and Foundation
- Seismic Shutoff Valve
- Tank drainage and overflow facilities
- Tank Site Construction Constraints
- Permitting

A summary of these issues, project approach, and benefit is provided in Table 1. Most of these issues are briefly discussed later in this section.

TABLE 1. Summary of Project Issues

Project Issue	WEST YOST APPROACH	BENEFIT TO CITY
DDW Approval and Waiver for Single Inlet/Outlet	■ Submit plans to DDW at 50% to obtain comment early in design ■ Single Inlet/outlet are typically not allowed by DDW; therefore, we will obtain a waiver because the tank includes a mixer	■ Reduce potential project delays ■ Any necessary approvals and waivers are obtained before construction starts
Tank Watertightness	■ Develop stringent specification	■ No leaks
Tank Appurtenance Material Selection	■ Specify the appropriate materials	■ Significantly reduce the potential for corrosion
Seismic Design	■ Structural design for earthquake ground motions ■ Evaluate options to mitigate seismic loading at the tank site	■ Tank will meet seismic design requirements ■ Provide complete seismic design criteria in performance specification, which will reduce potential change orders
Seismic Shutoff Valve	■ Evaluate the most robust and effective systems on the market	■ System will operate as anticipated and reduce false alarms
Site Constraints including drainage and overflow facilities, and construction	■ Work with shareholders, including O/M staff, to understand constraints ■ Include critical information in design documents ■ Prepare construction sequencing plan	■ Clearly identified site constraints with all necessary details and information in the construction documents; as a result, construction change orders will be reduced saving the City money.
Permitting	■ Submit permitting application early and provide continuous communication with permitting agencies	■ Minimize construction delays

California Division of Drinking Water (DDW) Approval and Waiver for Single Inlet/Outlet

New and replacement of existing water facilities require DDW approval to ensure the new facility meets the California Code of Regulations (CCR) Title 22. Section 64585 (b)(4) requires that all new water storage tanks shall have a separate inlet and outlet to minimizing short-circuiting and water stagnation. Including an active mixer in the tank typically is sufficient to obtain a waiver from DDW. A waiver was required for the Glenview Tank 3 since this tank has a single inlet/outlet.

Tank Watertightness

The AWWA D110 – Prestressed Concrete Water Tanks Standards include an allowance for acceptable leaking of a new tank of 0.05 percent of tank capacity in a 24-hour period (§5.12.2). This allowance could result in up to 182,500 gallons per year lost to leakage. West Yost designs our watertightness specification such that no leakage is acceptable. For example, our specification requires that there is no running or ponding water on the footing of the tank. The following is an example of our typical specification for watertightness testing:

- Damp spots will not be permitted at any location on the tank wall. Damp spots are defined as spots where moisture can be picked up on a dry hand. All such areas shall be repaired as necessary. There shall be no visible running leaks or water puddles.
- Damp spots or standing water on the footing will not be permitted. Measurable flow in this area is not permissible and must be corrected. There shall be no visible running leaks or water puddles.

Structural Seismic Design

The tank site is in San Andreas Earthquake Fault Zone, which is an active fault (movement experienced within the last 10,000 years) capable of producing strong earthquake ground motions at the site, which can produce a magnitude 8.1 earthquake. Therefore, we anticipate the primary geotechnical considerations for design and construction include strong earthquake ground motions, earthquake-induced land sliding (slope deformation), and settlement of artificial fill underlying the tank.

It is anticipated that a partially buried cast-in-place prestressed concrete tank will be utilized for the reservoir. The concrete tank will be designed for lateral seismic loads and hoop stresses created by static and dynamic water pressure according to 2022 CBC, ASCE 7-16, and the current AWWA D110 Type I design standard. Knowing the intended tank site is close to the proximity of a fault, the structural

design team will work closely with the geotechnical engineer to perform a seismic design that addresses the seismic risk as well as soils settlement triggered by seismic events. Due to the nature of this liquid storage tank, differential settlement will be accounted for in the design.

The preliminary structural design will consider improved performance by ways to reduce concrete shrinkage and cracking and will explore proposed reservoir features including interior column sizing and spacing, rebar clearances, shotcrete coverage of circumferential prestressing, and freeboard. Ways to reduce the amount of freeboard provided, which will be evaluated during preliminary design, are to design the tank roof to resist uplift force and the tank walls for additional dynamic water pressure from sloshing.

The project team will incorporate the tank design into the construction documents and will prepare performance specification for the tank by a registered structural engineer in the State of California as opposed to a performance specification. This will enhance the quality and performance of the tank as well as providing practical and cost saving design features for the tank's construction.

Benefits for Structural Design by Design Team Instead of the Tank Contractor:

1. Design team has the Owner's interests in mind in delivering a high quality, long lasting design in terms of:
 - a. Durability such as more stringent reinforcing clearance for a liquid containment structure
 - b. Minimum concrete shrinkage requirement to minimize tank leaks
 - c. Adequate joint spacing to reduce shrinkage cracks
 - d. Detailing such as column base, vertical prestressing, thickened slab, etc.
 - e. Consider vertical bending in walls to avoid initial horizontal wall cracks
2. Design is a client-focused design with ease of maintenance and long useful life as driving forces, whereas if the design details are part of the contractor's responsibility, their design perspective is geared more toward trimming construction costs to increase profitability.
3. Design team will provide a stamped design document with no conflict of interest as compared to the Contractor's design.
4. Avoid delay of the construction schedule due to the need of extra time for Contractor's tank design and review approval after execution of contract.

Seismic Shutoff Valve

As noted above, Reservoir 7 is located in close proximity to an active trace of the San Andreas Fault and the connection to the Westborough Water District crosses the San Andreas Fault; therefore, a seismic shutoff valve system is recommended. A seismic shutoff valve system closes valve(s) automatically when a seismic event of predetermined magnitude occurs to maintain water in the storage tank immediately after a seismic event.

One of the major benefits of a seismic valve system is that there are many options available to control how the system functions. Each system includes three main components: a controller (see Photo 1) that senses the seismic event and sends alarms and signals for predetermined actions, a valve actuator (see Photo 2), and a power supply.



Photo 1. Control Panel with Backup Power Supply



Photo 2. Motor-Operated Actuator Installed at Glenview Tank 3

There are three basic systems, which include the following:

- Passive/Mechanical System
- Active/Digital System (this is the system installed at Glenview Tank 3)
- Seismic Informed Engineering

Site Constraints

The tank site is very congested on a relatively small site that includes a pump station, access road, and retaining wall. As a result, careful consideration must be given in design documents so the contractor understands the site constraints. West Yost has worked on several projects with similarly congested sites. These projects include Santa Cruz GHWTP Concrete Tank Replacement, San Jose Water Migueilito Reservoir Replacement, and St. Helena Tank 1A Replacement. Further description of these projects is included in our Project Experience section.

Each of these projects are unique but have several things in common, including:

- Congested sites, which tend to drive the construction cost up, but this can be mitigated through attention to details in the design documents.
- Early and often discussions with each stakeholder which are critical to gain understanding of constraints for each on-site facility.
- Detailed site investigations, which is necessary to understand the special relationship for various facilities, including site surveying and potholing.
- Maintaining Decision Logs and meeting notes so that all shareholders understand what information is needed, who is responsible to provide, and what agreements were made.
- Maintenance and operation folks, who are critical stakeholders and tend to have information that cannot be found anywhere else.
- Developing construction sequencing plan.
- Identifying staging and laydown areas for construction.

Permitting

As the City has experienced on several projects, permitting can cause significant delays. West Yost has learned through experience that early and frequent contact with permitting agencies will save significant time and dramatically improve the likelihood of obtaining necessary permits and approvals in a timely manner.

For example, we submit the design drawings and specifications to DDW at the 50% design level to receive their input early and determine if any required waivers and conditions are needed for approval. That requested information is then provided to DDW at the 90% design submittal. We typically receive DDW approval before construction bidding, and the City's "Domestic Water Supply Permit Amendment" is complete before the end of construction, which allows the City to put the new tank in service immediately.

Project Management

“Work With” Approach Begins with Listening

West Yost brings a “work-with” attitude to your project. Our staff will work with the City staff from engineering and operations and maintenance (O&M) to gain insight, consider ideas, and develop optimal solutions. We know your staff understands your system best, brings valuable knowledge and ideas to the table, and will ultimately be responsible for operating and maintaining the facilities we design.

West Yost uses formal and informal meetings to capitalize on your staff’s system knowledge, address complex issues quickly, and build consensus among all project stakeholders. Our collaborative approach, ability to establish working relationships with staff, and capability to listen will facilitate a well-coordinated process and a design that provides value by meeting your current and long-term needs.

Communication Tools and Skills Deliver Project Efficiency

Our goal is to make sure this Project is a team effort with efficient communication between us and City staff. By maintaining an open communication style, we will streamline the design and make sure that we do it right the first time—reducing re-work. Open communication will be accomplished by assigning our experienced project manager, Jeff Wanlass, as the point-of-contact for Project communications and meetings.

Decision and Action Logs: West Yost effectively uses project management tools to increase accurate and timely information exchange. These tools include an Action Item Log and Decision Log that maintain project momentum and ensure important details aren’t overlooked. Our Team will use the Action Item Log to monitor the status of critical assignments that affect work progress. The Decision Log will monitor the impact and source of key decisions including who is responsible for the decision the date it is needed, and the cost, schedule, or other impacts of the decision.

Budget and Schedule Management: West Yost’s management software provides our project manager with a dashboard summarizing real-time project financial and workload planning information. Our project manager will be accountable for project status through monthly meetings with a West Yost principal to discuss project budget, schedule, and any issues.

Quality Control

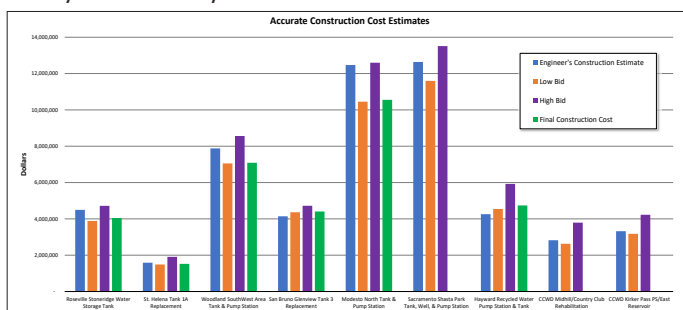
Pride in the Quality of Our Work Ensures a Project that Exceeds Your Expectations

West Yost provides quality control and quality assurance on every work product through an independent review process completed by a Principal-level subject matter expert.

Formal internal review procedures will be completed prior to submittal of the project deliverables. Our experts provide a detailed cross-reference check of the documents, check calculations, and offer constructive suggestions for any design improvements. In addition, West Yost quality control and quality assurance procedures include a constructability review from our Construction Management staff. This addresses constructability issues and reduces the risk of errors and change orders. A proven and technically correct design is communicated to bidders and selected contractor to avoid cost, schedule, and quality control problems during construction. Our goal with the internal review process is to achieve or exceed the City’s quality expectations.

Accurate Cost Estimating for Informed Decisions

Accurate cost estimating is important for making project decisions and budgeting. West Yost has over 30 years of experience bidding and constructing municipal infrastructure projects. The figure below provides a snapshot of our team’s ability to accurately estimate construction costs.



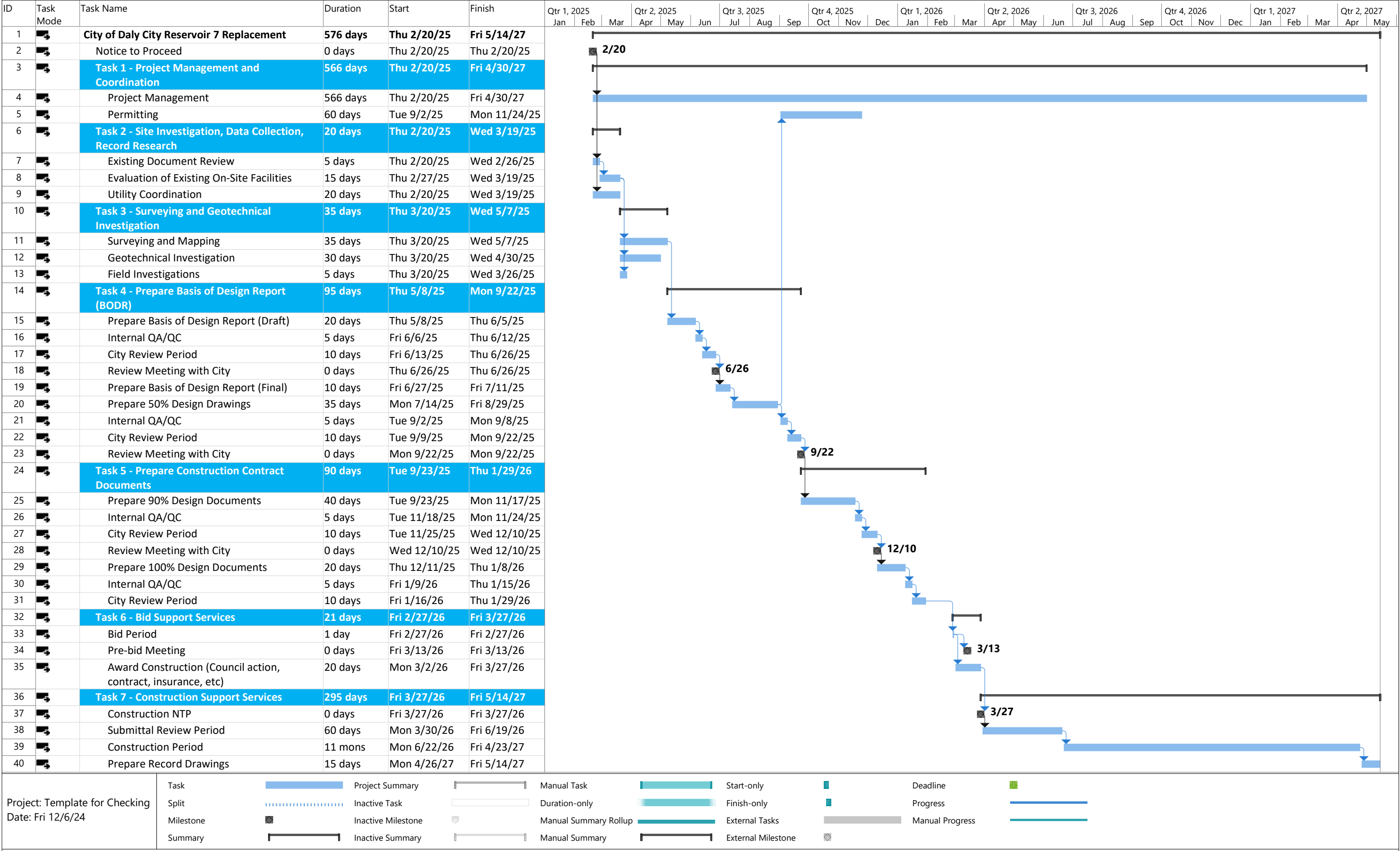
West Yost’s Construction Experience Will Bring Insight and Value to the Project

West Yost will incorporate our construction knowledge to confirm our design will be built quickly and efficiently. Our construction specialists will proactively work with our design team to establish competitive contractor bidding, and safeguard against surprises on bid day and at the construction site through risk assessment/analysis and/or constructability/biddability reviews. Constructability/biddability reviews include checking the bid documents for:

- Conflicts, omissions, and ambiguities in plans and specifications
- Completeness of the bidding documents
- Coordination between the design disciplines
- Constructability of the project’s facilities
- Accuracy of cross references
- Potential claim areas based on our experience with similar work

Understanding and addressing construction risks early will help the City receive construction bids that are responsive to the project requirements and will reduce opportunities for change orders and project delays.

B2. Schedule



B3. Scope of Work

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Major components include Project management, meetings, and quality control. These items are described below.

Subtask 1.1 – Project Management

All phases of the work will be managed under a single project management task for Project execution, monitoring task budgets and project schedule, office administration and invoicing, coordinating work of the design team, and coordinating and reporting on the progress of the Project to the City. West Yost will monitor Project progress, assign labor resources, review work products, respond to the City's requests and concerns, and maintain regular communication with City staff to ensure satisfactory completion of the work on schedule and within budget. West Yost will prepare a monthly progress and cost summary report and invoices.

Effective project management is key to West Yost's reputation for producing high quality work products and providing timely service.

Subtask 1.2 – Meetings

West Yost will schedule up to three meetings during design, as outlined below. During design these meetings will facilitate dialogue between all Project team members and to review design submittals at subsequent phases of design completion. West Yost will prepare agendas and minutes for all meetings, and update action items and decision logs.

The following meetings are anticipated:

- Kickoff Meeting, which will include a site visit.
- Tank Evaluation Technical Memorandum meeting
- 50% design submittal review meeting.
- 90% Design Submittal Review meeting.

West Yost will conduct weekly or bi-weekly conference calls with the City's Project Manager and other key staff to provide Project status, work anticipated to be completed in the next reporting period, identify problems/obstacles that could affect project budget/expenditures and/or schedule, and action items.

Subtask 1.3 – QA/QC

West Yost will provide quality control and quality assurance, including setting up a system for tracking work progress and expenditures. We will complete a formal internal review of procedures prior to submittal of the Project

deliverables to provide an objective check on the adequacy of the design and related work products. A principal engineer who will not be involved in the Project on a day-to-day basis will complete this review, provide a detailed cross-reference check of the documents, check calculations, and offer constructive suggestions for design improvements.

Subtask 1.4 - Permitting

West Yost will identify required permits and approvals, and prepare applications and supporting information for required permits on behalf of the City. We will coordinate with interested agencies, City staff, and utility companies during preparation of the BODR as needed to ensure all issues and concerns have been effectively identified and considered. Processing many of these permits will continue through the design phase of the project. The anticipated permits include, but are not limited to, the following:

- Support the City Economic and Community Development Department with preparation of the necessary CEQA documents.
- City Building Department (note Building Departments typically do not review or permit tanks).
- Safe Drinking Water Program Water Supply Permit Amendment (Division of Drinking Water)
- Power Application (PG&E), if needed.
- Other (to be determined during preliminary design).

Typically, the contractor prepares the necessary traffic control plan and SWPPP, and obtains the associated permits; therefore, preparation of traffic control plans and SWPP has not been included in our scope.

DELIVERABLES:

- Monthly Invoices
- Meeting agendas and notes

TASK 2. SITE INVESTIGATION, DATA COLLECTION, RECORD RESEARCH

Subtask 2.1 – Existing Document Review

Collect and review available data showing the existing facilities and infrastructure within the Project area including the following documents:

- Geographic Information System information
- Utility mapping and records
- Reports related to the project, include hydraulic modeling, geotechnical reports, preliminary/planning reports, etc.
- Available as-built information for existing infrastructure improvements
- City and County Improvement Standards
- Other relevant documents
- City SCADA Standards

Subtask 2.2 – Utility Coordination

West Yost will coordinate with relevant utilities and agencies (PG&E, North County Water District, Westborough Water District, communications companies that have communication equipment onsite, etc.) to obtain existing utility mapping and coordinate the relocation of utilities and appurtenances, as necessary.

Subtask 2.3 – Evaluation of Existing On-Site Facilities

Review existing site conditions and evaluate which site features to be salvaged or re-purposed for the new tank and which need to be removed and replaced. Evaluate the condition and feasibility of the existing gates on the access road and other relevant site features. We assume one day for site visit and investigation. We assume City operations staff will be available during the site visit.

Subtask 2.4 – Hazardous Material Testing and Prepare Mitigation Plans

West Yost’s subconsultant, SCA Environmental, will conduct a site visit and collect up to 21 samples as described by the modified AHERA regulations. Their staff includes CalOSHA certified personnel under the supervision of a Certified Industrial Hygienist (CIH). Sampling using a modified AHERA 3/5/7 protocol will be conducted to minimize false negative findings due to random variations in the materials’ asbestos contents and analytical error.

Sampling will include bulk asbestos, paint chips for lead content, and bulk sample of the existing tank interior coal tar coating for PCB. SCA will prepare a brief survey report presenting the observations, laboratory results, sample location diagrams, and quantity estimates.

Mitigation plans will be developed, if necessary, as an optional task. Under the preliminary design task (BODR), West Yost will evaluate recommendations for construction methods and staging for construction laydown and construction.

DELIVERABLES:

- Deliverables for this task will be included as part of the Task 4 deliverables

TASK 3. SURVEYING AND GEOTECHNICAL INVESTIGATION

Subtask 3.1 – Surveying and Mapping

West Yost’s subconsultant, Westwood, will prepare project control based on California State Plane Coordinate system NAD83 and vertically based on NAVD 88. The survey will include the following tasks:

1. Cross-sections of access road at 50-foot intervals.
2. Topographic survey of all hardscape and softscape in flat area in a grid pattern at 25-foot intervals.

3. Trees 6” in diameter or larger will be located.
4. Measure invert elevations for all accessible gravity storm drains manholes.
5. Create existing ground Civil 3D TIN surface model.
6. Prepare conceptual property boundary/road right-of-way and easement linework base map covering the project area limits. Linework will be based solely on record information from filed survey maps, recorded documents, and information provided by the City.

Underground locating is not included in this scope of work.

West Yost will provide the survey results in the raw data format as well as plotted as a pdf map

Subtask 3.2 – Geotechnical Investigation

West Yost’s subconsultant, Kleinfelder, will perform a geotechnical investigation including the field exploration, laboratory testing, geologic hazards assessment, engineering analyses, and report preparation in support of the design and construction of the new tank.

Their work will include the following tasks:

PRE-FIELD ACTIVITIES & FIELD EXPLORATION:

- **Safety Compliance:** A project and task-specific Health and Safety Plan will be prepared for the proposed field exploration program. The plan will be discussed each day before excavation activities begin and with each person entering the project site during the excavation operations.
- **USA Notification:** We will conduct an initial site reconnaissance to mark the proposed boring locations for Underground Service Alert (USA), review site health and safety issues, and review other logistical issues. We will notify USA of the planned field exploration program at least 3 working days in advance of any excavation work. Based on experience, USA will not mark private utilities. Therefore, Kleinfelder will request personnel from City’s Department of Water and Wastewater Resources to meet on site to identify subsurface utility locations, and acceptance of the proposed boring locations.
- **Permitting (Drilling Permits):** A permit from the San Mateo County will be obtained.
- Subsurface conditions will be explored by drilling two (2) exploratory borings with a truck-mounted drill rig using hollow stem auger drilling methods to a depth of approximately 25 feet.
- Drilling is anticipated to require one 8-hour day on site, and one day for mobilization/demobilization of the drill crew. We expect the site will be accessible by truck mounted drilling equipment.

- A professional from Kleinfelder will supervise drilling activities and log conditions encountered.
- At the completion of drilling, the borings will be backfilled with cement grout in accordance with San Mateo County requirements.
- The drill cuttings generated collected in 55-gallon steel drums and disposed of by our drilling subcontractor.

LABORATORY TESTING:

Laboratory tests will be performed on selected samples retrieved from the exploratory borings to evaluate the physical and engineering properties of the materials encountered. Testing for environmental contamination is not included in this proposal. Tests may include the following:

- Particle-size Analyses (ASTM D422)
- Atterberg Limit Testing (ASTM D4318)
- Unconsolidated Undrained Triaxial Compression (ASTM D2850)
- Natural Water Content (ASTM D2216) and Dry Unit Weight (ASTM D2937)
- Soil corrosion potential testing (pH, resistivity, redox, sulfate, sulfide, and chloride (various methods))

GEOLOGIC HAZARDS ASSESSMENT, ENGINEERING ANALYSES, AND GEOTECHNICAL REPORT:

Based on the geologic and geotechnical data collected by Kleinfelder during the exploration as summarized above, we will conduct engineering analyses and prepare a Geotechnical Report summarizing our geologic hazards assessment, engineering analyses, conclusions, and geotechnical recommendations for design and construction of the tank. The Geotechnical Report will include the following:

- A description of the proposed project including a site vicinity map and site plan showing the subsurface exploration locations.
- A description of the site surface and subsurface conditions encountered during the field investigation, and results of laboratory testing.
- Boring logs with a detailed description of the soil and bedrock encountered, any groundwater encountered.
- Conclusions regarding the geologic and geotechnical aspects of the project, including geologic and seismic hazards, and foundation design recommendations.
- Seismic soil classification in accordance with 2022 California Building Code (CBC) and AWWA D110-R18.

- Seismic design parameters based on 2022 CBC and AWWA D110-R18.
- A discussion on possible impact due to fault rupture and mitigation options to accommodate any fault displacement at the tank site.
- Recommendations for site preparation, grading and compaction, material for engineered fill, temporary excavations and shoring, need for dewatering, and utility trench backfilling.
- Preliminary conclusions pertaining to the corrosivity of the subsurface soils encountered, including measurement of conductivity, chloride content, sulfate content, and other corrosion-related parameters.
- Presentation of construction considerations, as applicable.

Subtask 3.3 – Field Investigations

West Yost will perform site reconnaissance, including assembling a photographic record of the Tank 7 and associated pipeline alignments. We will also perform site research including documentation of existing facilities, surrounding conditions, and identify potential constructability issues.

West Yost will prepare pothole plans showing proposed preliminary vacuum pothole trenches and traditional vacuum pothole excavations. Potholing subcontractor will be responsible for coordinating USA markings, obtaining permits, and preparing necessary traffic control plans.

Approximately 10 vacuum potholes are included in this proposal's budget.

Lead paint and asbestos testing will be conducted under Subtask 2.4.

DELIVERABLES:

- Deliverables for this task will be included as part of the **Task 4** deliverables

TASK 4. PREPARE BASIS OF DESIGN REPORT (BODR)

Under this task, West Yost will prepare the BODR which will set the design parameters and criteria for design of the new prestressed concrete tank and other components of the project.

Subtask 4.1 – Basis of Design Report

Once the geotechnical investigation concludes and correlating preliminary geologic and seismic findings are summarized, West Yost will recommend soil and seismic mitigation measures for the tank.

We will also evaluate site constraints, tank overflow and site drainage (including dichlorination options), and tank appurtenances (ladder materials, vent, safety features, mixing and chemical feed lines, seismic shutoff valve, flexible connection, etc.). We will also provide recommendations for construction methods, project phasing (if any), and tank footprint.

West Yost will prepare a draft and final BODR that summarizes the recommended tank and site design. West Yost will submit a draft BODR for City review and comments. The final BODR will incorporate the City's review comments.

Subtask 4.2 – Prepare 50% Design Drawings

West Yost's design approach is to prepare preliminary or 50% construction drawings to obtain input from City staff of the basic design and layout of the project prior to preparing 90% construction drawing. Through this process we will be able to make changes to the design before the design is nearly complete at the 90% level. We believe this approach is more cost efficient than needing to make significant changes after the 90% design is submitted to the City.

West Yost will prepare design plans at an approximate 50% design level for the tank and associated appurtenance and site improvements. The design base maps will include utilities, rights-of-way, easements, and lot lines. West Yost will also prepare a preliminary opinion of probable construction cost and a list of the anticipated technical specifications.

One meeting shall be scheduled with City staff to review the comments for BODR and 50% design submittal.

DELIVERABLES:

- Three (3) sets and an electronic PDF copy of the Final Technical Memorandum (TM)
- Three (3) sets and an electronic PDF copy of the geotechnical report
- Three (3) sets (11"x17") and an electronic PDF copy of 50% tank design plans (plan views showing the tank, pipeline alignment, and existing utilities)
- Survey data in the raw data format and plotted in a pdf map
- List of Technical Specifications
- Engineer's Opinion of Probable Construction Cost

TASK 5. PREPARE CONSTRUCTION CONTRACT DOCUMENTS

West Yost will prepare design plans at approximately 90% and 100% design level for the tank, associated appurtenance, and site improvements. The design documents include the following:

- Performance specifications for the structural design of the tank.
- We will identify third-party communication facilities that need to be protected and remain operational during construction.
- Demolition Plan for identifying staging and stock piling areas, facilities to be removed, and areas impacted by construction activities.
- Grading Plan identifying the elevation of the tank floor slab, final grades around the tank and necessary drainage improvements, and access road improvements.
- Piping Plan including locations of pipe connections and inlet/outlet details, including motorized valves connected to SCADA.
- Tank Pipe Connection Details required based on seismic design consideration and recommendation. Possible connections include flexible connections (such EBAA Iron Flex-Tend expansion joint) and/or seismic valves that will close the tank isolation valves if a significant seismic event is detected. Task 4.1 will evaluate the need for seismic shutoff valves and will be included in the design if needed.
- Tank Plan showing location of hatches, exterior stairs, handrails, vent, mixer, inlet, outlet, and overflow.
- Tank Details including hatches, tank vent, sample tap(s), interior ladder, guardrail attachment, inlet, outlet, drain, and overflow.
- Underdrain System for detecting and identifying locations of potential leaks in the floor slab.
- Instrumentation and Control System design parameters related to the mixing system and seismic valve controls.
- SCADA specification for the contractor to evaluate components that can be salvaged and reused or components that need to be removed and replaced, how to set up the system and make SCADA system operational.
- Pipelines showing existing utilities and proposed alignments at 1- inch equals 20 feet scale.
- City standard front-end specifications and technical specifications (inclusive of bid schedule, measurement, and payment section) and other related documents for bid.

Subtask 5.1 - Prepare 90% Contract Documents

West Yost will incorporate the City's 50% design comments into the 90% design plans.

DELIVERABLES:

- Three (3) sets (11"x17") and an electronic PDF copy of the 90% design submittal
- City standard front-end specifications and technical specifications
- Engineer's Opinion of Probable Construction Cost at 90% Design
- One meeting shall be scheduled with City staff to review the comments for the 90% design submittal

Subtask 5.2 - Prepare 100% (Final) Contract Documents

West Yost will incorporate the City's 90% design comments into the 100% design plans.

DELIVERABLES:

- One (1) set and pdf copy of full-size stamped and signed final drawings.
- One (1) set and pdf copy of City standard specifications, technical specifications, and contract documents.
- One copy of final quantity calculations and Engineer's Opinion of Probable Construction Cost.
- All digital files (AutoCAD, MS Word, MS Excel, etc.) for the Project.

TASK 6. BID SUPPORT

The purpose of this task is to assist the City during bidding and construction phases of the Project. The City will advertise and distribute bid documents. West Yost will provide construction management and inspection during construction.

Subtask 6.1 – Prepare Addenda

West Yost will prepare addenda during the bid period to be distributed by the City. We have assumed two addenda will be issued.

Subtask 6.2 – Pre-Bid Meeting

West Yost will conduct the pre-bid meeting and prepare the agenda meeting minutes for distribution.

Subtask 6.3 – Respond to Bid Questions

West Yost will be the primary contact to bidders for answering technical questions during the bid period.

TASK 7. CONSTRUCTION SUPPORT SERVICES

Subtask 7.1 – Site Visits

West Yost will plan to attend 20 site visits and construction meetings during construction. Construction meetings will be held at the City's or Construction Manager's request to provide construction observations, advice and assistance, answer questions concerning design intent, and discuss problems or issues affecting completion of the Project.

Subtask 7.2 – Submittal Review and Change Order Requests

West Yost will review submittals, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions required to be submitted by the contract documents for conformance with the design concept and specifications. West Yost will review contractor change order requests.

This task work includes:

- Review up to 40 submittals and shop drawings
- Review up to 20 change order requests.

Subtask 7.3 – Respond to RFI's

West Yost will review and respond up to 30 contractor's Requests for Information (RFIs) and clarifications during construction.

Subtask 7.4 – Final Inspection

West Yost will conduct a final inspection upon substantial completion of construction and at the request of the City or Construction Manager. A Punch List Letter will summarize the inspection and recommend correction, if necessary.

Subtask 7.5 – Prepare Record Drawings

Upon Project completion, West Yost will prepare Record Drawings and electronic files based on mark-ups of the construction changes provided by the construction manager and contractor.

DELIVERABLES:

- Record Drawings – one (1) full-size and digital AutoCAD files
- Written responses to project submittals and RFIs
- Punch List Letter after inspection of the complete Project.

C // RELEVANT EXPERIENCE & STAFF QUALIFICATIONS



C1. Organizational Chart & Key Resumes

West Yost's proposed personnel is shown in our organizational chart below. Our team will be led by Jeff Wanlass and Scott Greenwood. We have included our key team members resumes (noted with the [🔗](#)) on the following pages..





Jeff Wanlass, PE

Staff Title: Principal Engineer II

Office Location: Davis, CA

Years of Experience: 26

Professional Registrations

- Professional Civil Engineer, California No. 60930
- Professional Civil Engineer, Oregon No. 91821

Education

- MS, Civil and Environmental Engineering, Brigham Young University
- BS, Civil and Environmental Engineering, Brigham Young University

Professional Affiliations

- American Water Works Association
- California Stormwater Quality Association

Jeff Wanlass has 26 years of experience in project management, planning, design, and services during construction for water supply facilities. He has prepared plans and specifications conforming to the contracting requirements for state agencies, municipalities, water agencies, and private clients. His civil engineer experience includes designs for water and recycled storage tanks, pump stations, transmission mains, groundwater supply wells, and grading and drainage plans for site development project. Jeff has been involved in more than 25 tank and pump station projects, including inspection, rehabilitation, replacement, and new facilities.

EXPERIENCE

Glenview Tank 3 Replacement, City of San Bruno, CA: Project Manager for design of a 2.0 MG prestressed concrete tank with a dome roof to replace a 60-year-old concrete tank. The project included layout and design of tank appurtenances, adding a chlorination system, tank mixer, flexible connections, and seismic shut-off system, and improvements to site security. A Fault Trace Study was conducted because of the project site's proximity to the San Andreas Fault. Final design for the tank included collaboration with the geotechnical engineer and the tank manufacturers to develop design parameters for continued operation after a seismic event. The project is currently under construction. Prepared preliminary and engineer's construction cost estimates.

Sweeney Ridge Tank and Pipeline, City of San Bruno, CA: Project Manager for design of a 0.4 million-gallon prestressed concrete tank and 4,790 feet of 14-inch diameter pipeline to replace an existing steel tank and 14-inch steel pipeline. The existing facilities were built in 1955 and have reached the end of their useful life. The pipeline is located in an area with steep slopes that can exceed 30% and are covered in poison oak, which is difficult to access for repairs. The tank will be located on a small project site with steep slopes less than one mile from the San Andreas fault. The primary geotechnical consideration will be strong ground motion and West Yost is working closely with geotechnical and structural engineers to design a tank that will resist failure in an earthquake. We are also designing additional seismic measures that will automatically close valves to preserve water in the tank in the event of earthquake and a break in a water pipe.

Southwest Area Tank and Pump Station, City of Woodland, CA: Project Manager for predesign and design of a 3.0 MG prestressed concrete tank, 6,000 GPM booster pump station, 2,000 feet water transmission main. The tank is partially buried with a dome roof and has a diameter of 130 feet and a wall height of 33 feet. The pump station facilities consist of four 100-horsepower vertically mounted mixed flow pumps enclosed in a 68-foot by 39-foot masonry building. The electrical equipment, including variable frequency drives, will be located in a climate-controlled room in the building. Chemical feed system for sodium hypochlorite and standby power facilities are located in separate rooms. Design also included aggregate piers under the tank to mitigate for weak soil conditions. The project is located within David Douglass Park on a raise pad and includes enhanced landscaping and a separate public restroom. The Preliminary Design included evaluating the life-cycle costs for different tank materials and configurations to reduce capital and long-term maintenance costs. Prepared preliminary and engineer's construction cost estimates, and developed life cycle cost analysis to compare different tank types and configurations. Construction: \$7,050,000.

CHRISTINA NISHIMOTO, PE, SE

SENIOR STRUCTURAL ENGINEER

Summary of Experience

Ms. Nishimoto has over 18 years of experience working with steel, concrete, masonry, and timber structures. She is knowledgeable about the design considerations of all four materials and their respective governing codes. Her project experience includes working on the design and analysis of reservoirs, pump stations, and vaults. Ms. Nishimoto's design phase work includes attending meetings, coordinating with trade professionals, and structural analysis and detailing. Ms. Nishimoto has experience managing multi-disciplinary teams and overseeing the preparation of reports, design drawings, and cost estimates.

Education

- MS, Structural Engineering, University of California, San Diego, CA, 2006
- BS, Structural Engineering, University of California, San Diego, CA, 2005

Registrations

- Structural Engineer (SE), No. S6084, CA (expires 12/31/2024)
- Professional Engineer (PE), Civil No. 73208, CA (expires 12/31/2024)

Select Project Experience

Keith 1220 Zone Potable Water Tank and Off-site Pipelines, City of Corona, CA. Lead Structural Engineer. Ms. Nishimoto provided design services for a new 2.5-MG partially buried Type 1 prestressed concrete potable water reservoir. The tank will provide operational, fire and emergency storage for the City's Zone 4, 1,220-foot HGL pressure zone. This tank will provide the additional storage needed for the new development as well as to address the 5-MG storage Zone 1220 deficiency identified in the City's 2005 Water Master Plan.

Main West Tank, City of Paso Robles, CA. Lead Structural Engineer. Ms. Nishimoto designed a 4-MG AWWA D110 Type I prestressed concrete tank. The tank has an inside diameter of 140-ft, 40-ft wall height, and is partially buried. Ms. Nishimoto is currently providing construction support services.

Goetz Road Potable Water Storage Tank, Eastern Municipal Water District, Menifee, CA. Lead Structural Engineer. Ms. Nishimoto designed an 8.0-MG AWWA D100 Type 1 prestressed concrete tank, a CMU chemical building with a steel framed roof, and concrete vaults.

Vista Verde Reservoir, City of Escondido, Escondido, CA. Lead Structural Engineer. Ms. Nishimoto provided the structural design of two identical 1-MG (84' diameter x 25' deep) AWWA D100 Type 1 prestressed circular concrete tanks which are partially buried and the design of a cast-in-place concrete vault with three sides. The design of each reservoir structure included the floor slab, roof slab, cast-in-place core wall, and prestressed wrapping. The concrete tank was designed for lateral seismic loads and hoop stresses created by static and dynamic water pressure. Ms. Nishimoto also provided construction support services.

City of Corona As-Needed Contract, R3 Potable Water Reservoir, Corona, CA. Lead Structural Engineer. Ms. Nishimoto reviewed the structural calculations and drawings of this 2.5-MG potable water, prestressed circular tank according to the AWWA D110 design standard and other applicable codes such as ASCE 7 and ACI 350. Comments and recommendations were provided to the City for consideration. Ms. Nishimoto reviewed the tank shop drawing submittals for constructability and Code compliance. Ms. Nishimoto also provided on-site field observations for the City to observe the reinforcing and seismic cable placement and provided the City with site observation reports.

Reed Reservoir, City of Escondido, Escondido, CA. Project Engineer. Kleinfelder's scope of services included the design of a two identical 2.5-MG concrete circular prestressed tanks. The design of these two partially buried concrete tanks were based on AWWA D110 standards and ACI 350.3. As Project Engineer, Ms. Nishimoto provided the design calculations and construction support for this project.

City of San Jose Reservoir Seismic Evaluation, City of San Jose, CA. Ms. Nishimoto provided the seismic evaluation of six concrete partially buried reservoirs. Seismic calculations were performed to evaluate the seismic performance of the existing reservoirs based on the 2016 CBC and to identify seismic upgrades for deficiencies. A risk ranking was provided as part of the assessment to assist the City with prioritizing and scheduling future seismic repair and upgrade work. Kleinfelder also provided the seismic evaluation of 11 steel reservoirs as part of this project.



Zia Zafir, GE, PE

Seismic Analysis and Design

Dr. Zafir has more than 40 years of experience in the fields of geotechnical and earthquake engineering and research. He has been actively involved on seismic hazard evaluation, seismic retrofit, and seismic design projects for renowned national and international projects in California, Nevada, Oregon, Arizona, Washington, New Mexico, Utah, Bangladesh, and Russia. He has worked closely with federal, state, county, and local government agencies, such as, but not limited to, the California Department of Water Resources (DWR) and the Sacramento Area Flood Control Agency (SAFCA). Dr. Zafir has worked on many water tank and reservoir projects in California. Some of his projects include Pacheco Reservoir, Several water tanks in Sonoma and Napa counties and digester plants and pump station in Orange County. His work for Orange County Sanitation District involved estimation of fault displacement hazards. He has also published and presented more than 40 papers in international journals and conferences and is the chair/member of several national committees. Dr. Zafir is also a member of State Mining and Geology Board appointed by the Governor. He has published and presented 40+ papers in international journals and conferences.

RELEVANT PROJECT EXPERIENCE

Pacheco Reservoir Expansion Project, Program Management, Santa Clara Valley Water District (SCVWD), San Jose, CA. Dr. Zafir serves as the lead seismic engineer for the program management team. Contract scope of work includes geotechnical engineering program management services and project controls for the Pacheco Reservoir Expansion Project planning and design. The project involves constructing a new dam on the downstream side of the existing dam.

Almaden Lake Pipelines, Valley Water, CA Dr. Zafir served as the lead seismic engineer for the proposed Almaden Lake Improvement Project which

includes separating Alamos Creek from Almaden Lake and developing a new flow-through water system to circulate water through the isolated lake by connecting the lake via pipeline to an imported water source and pumping water from the lake via pipeline to the Los Alamos Percolation Pond for groundwater recharge. Kleinfelder provided geotechnical and seismic services to support the design and construction of the new 3,520-foot-long turnout/inlet pipeline and the 2,525-foot-long outlet pipeline. Scope of work included liquefaction and lateral spread evaluation of the inlet and outlet pipelines.

LADWP Power Plant No 1 Surge Chamber, Los Angeles County, CA. Lead Seismic Engineer for a study to investigate the seismic stability of a 110-year-old 100-foot diameter and 140-foot-tall surge chamber connected to the Elizabeth Tunnel of the Los Angeles Aqueduct from Owens Valley. Kleinfelder developed the geotechnical parameters for soil and rock at the site and the earthquake ground motions for use in building a structural model by a structural engineering subconsultant.

P2-98 Primary Treatment System Rehabilitation and Replacement, Plant No.2, Huntington Beach, California. Dr. Zafir led a team of seismic engineers for performing seismic studies which included performing site-specific site response analysis, liquefaction/lateral spreading, and performing deterministic and probabilistic fault displacement hazard (PFDHA) analysis to estimate fault displacements. PFDHA framework by Petersen et al (2011) was used in the analysis. Fault displacement values on the primary fault were estimated due to the design earthquake and partitioning of the fault displacement on the secondary faults were made.

J-117B Low-Flow and Plant Water Pump Station, Plant 2, Huntington Beach, California. Dr. Zafir served as the senior reviewer for the numerical analysis of the pump station using FLAC-3D to assess the impact of fault displacement on the structure. The analysis involved post-ground improved conditions and modeling the pump station building.

Total Years of Experience

41 Years

Education

PhD, Civil Engineering,
University of Nevada, Reno,
Nevada

MS, Civil Engineering, Iowa
State University, Ames, Iowa

BS, Civil Engineering,
University of Engineering and
Technology, Taxila

Registrations/Certifications

Geotechnical Engineer
CA, 2656

Professional Engineer
CA, 60152



C2. Team Project Experience

West Yost's Tanks and Pump Stations Practice Area experts have designed more than 100 concrete, steel water, and recycled water storage facilities, and completed dozens of facility assessments and rehabilitation designs. Our pipeline experts manage diverse projects involving water, recycled water, wastewater, and collection system pipelines. From rehabilitation to replacement, we employ various construction methods, demonstrating proficiency in navigating complex terrains and addressing diverse challenges in our utility projects. The following pages contain projects descriptions for work West Yost and its subconsultants performed within the last 10 years.

AWWA D100 Concrete Tank Experience									
PROJECT/OWNER	COMPLETION	CAPACITY (MG)	BACKFILL CONDITION	PUMP STATION CAPACITY (MGD)	HYDRAULIC MODELING	PRELIMINARY DESIGN REPORT	DESIGN	CONSTRUCTION SUPPORT	PERMITTING
Glenview Tank 3 Replacement, City of San Bruno	2016	2.0	Freestanding	n/a	■		■	■	■
Cunningham Tank 1 Replacement, City of San Bruno	2016	2.5	Freestanding	n/a	Provided Peer Review				
North Tank 11 & Pump Station, City of Modesto	2016	6.0	Partially buried	18.0	■	■	■	■	■
Shasta Park Reservoir & Booster Pump Station, City of Sacramento	2018	4.0	Partially buried	16.0	■	■	■	■	■
Southwest Tank & Pump Station, City of Woodland	2014	3.0	Partially buried	8.6	■	■	■	■	■
Potable Water Storage Tank 1A Design and CM, City of St. Helena	2014	1.4	Freestanding	n/a			■	■	■
Cordes Ranch Tank & Pump Station, City of Tracy	2015-16	2.0	Partially buried	9.0	Provided Design Review				
Tracy Hills Tank & Pump Station, City of Tracy	2018	3.8	Partially buried	11.7	Provided Design Review				
Graham Hill Water Treatment Plant Tank Replacement, City of Santa Cruz	Ongoing	2.5	3 Partially buried	3.0	■	■	■	■	■
Alhambra Reservoir Structural Evaluation, City of Sacramento	2015	3.0	Elevated concrete tank	n/a		■			



Southwest Tank and Pump Station

CITY OF WOODLAND, CA

West Yost prepared a Preliminary Design Report to provide recommendations for tank size (height and diameter) and materials, which included a life cycle cost analysis between welded steel and prestressed concrete tank. The project included a 3 MG prestressed concrete tank and a 6,000 gpm booster pump station located in public park within an existing residential neighborhood. The project included vertical turbine pumps, water transmission mains, electrical standby power, and a chemical feed system with associated electrical control and instrumentation. The electrical, pumps, chemical system, and generator are housed in a CMU building with a sloping metal roof. The project included a contractor incentive program for the project to be operational before July, which required timely submittal reviews and quick response to RFIs.

West Yost coordinated with City staff, Building Department, and DDW regarding key decisions and to obtain required approvals and permits. The project had no significant change orders (less than one percent) and was completed on schedule. There were nine bidders and the engineers construction cost estimate was in the middle of the bid estimates.

CLIENT

Douglas Baxter

Public Works Director (retired)
5005 Loch Leven Drive
Pollock Pines, CA 95726
530.644.4311

TEAM

- Jeff Wanlass (Project Manager)
- Jehan Fugitt (Project Engineer)
- ATEEM (Electrical)
- Kleinfelder (Structural)

PROJECT DATES

2011-2016

ESTIMATE | BIDS

\$7,878,700 | \$7,050,000



Tank 1A Replacement

CITY OF ST. HELENA, CA

West Yost handled the predesign and design of a 1.4 MG potable water storage tank. The water tank will serve as a clearwell for finished water storage at the Louis Stralla Water Treatment Plant, which will allow the existing clearwell to be taken out of service for repair and rehabilitation. The project included evaluation and life-cycle cost analysis of alternative tank materials, site grading and associated piping design.

The project had no significant change orders (about two percent) and was completed on schedule. There were six bidders and the engineers construction cost estimate was in the middle of the bid estimates.

CLIENT

All parties involved have either left or retired from the City

TEAM

- Jeff Wanlass (Project Engineer)
- Jehan Fugitt (Project Engineer)
- ATEEM (Electrical)
- Kleinfelder (Structural)

PROJECT DATES

2012-2015

ESTIMATE | BIDS

\$1,585,000 | \$1,487,320



Glenview Tank 3 Replacement

CITY OF SAN BRUNO, CA

West Yost provided design and support during construction of a 2.0 MG prestressed concrete tank with a dome roof to replace an existing 60-year old concrete tank. The project site is located within 300 feet of the San Andreas Fault and sits between two faults just north and east of the tank. Consequently, the project included a fault study and extensive geotechnical investigation and evaluation. The design team worked with City staff and the tank contractor to identify and evaluate possible mitigation measures, which included soil improvements, automatic seismic shutoff valves, flexible pipe connections, a secondary containment berm around the perimeter of the tank, and structural enhancements to the tank. Engineering service included developing a grading plan, site and piping layout, mechanical design for tank and associated pipes and valves, chlorination system, tank mixer, and site security improvements. West Yost also assisted City staff to obtain approval and a permit amendment from the State Division of Drinking Water.

The project had no significant change orders (about one percent) and was completed on schedule.

CLIENT

Mark Reinhardt (Retired)

Water System & Conservation
Manager

567 El Camino Real

San Bruno, CA 94066

TEAM

- Jeff Wanlass (Project Manager)
- ATEEM (Electrical)
- Kleinfelder (Structural)

PROJECT DATES

2012-2016

ESTIMATE | BIDS

\$4,139,000 | \$4,362,750



North Tank 11 and Pump Station

CITY OF MODESTO, CA

West Yost prepared a Preliminary Design Report to provide recommendations for integrating treated surface water into the City's potable water distribution system. The program included three tanks and booster pump stations, transmission mains, and pressure regulating stations. As part of the Preliminary Design, West Yost identify potential sites for the tanks and pump stations, and then assisted City staff to acquiring the necessary properties. We also conducted an evaluation of welded steel tank verses prestressed concrete tank, including preparing a life-cycle cost analysis for each of the three projects. The North Tank Project included a 6 MG prestressed, partially buried concrete tank (in a future residential setting), an 18-mgd pump station, chlorination facilities, pressure sustaining altitude valve, perimeter fencing, landscaping, stormwater retention basin, and associated water transmission mains. The booster pump station is housed in a concrete masonry block building with a Standing Seam Metal (SSM) roof. Key challenges for the project included re-locating an existing large-diameter irrigation pipeline that traversed the site, reducing the visual impact for the project for anticipated future residential neighborhood, and developing landscape design for a large area that was consistent with current drought considerations.

CLIENT

Edgar Vargas

Senior Civil Engineer

1265 South Bascom Avenue

San Jose, CA 95128

209.577.5424

TEAM

- Jeff Wanlass (Project Manager)
- Jehan Fugitt (Project Engineer)
- ATEEM (Electrical)
- Kleinfelder (Structural)

PROJECT DATES

2009 – 2018 (project was put on hold during design due to economy)

ESTIMATE | BIDS

\$12,467,500 | \$10,448,950

The project had no significant change orders (about one percent) and was completed on schedule.



Shasta Park Reservoir and Booster Pump Station

CITY OF SACRAMENTO, CA

West Yost teamed with Simon Wong Engineering and A TEEM Electrical Engineering to provide engineering design services for the Shasta Park Reservoir and Booster Pump Station, which incorporate groundwater well improvements designed by others. This project eliminated water supply deficiencies and improve the City's water supply in the southern portion of the City's service area. The project included engineering services for design of the site layout and grading, transmission main and off-site piping; electrical and instrumentation; tank and pump station mechanical; and coordination of the well design. The project, located east of Bruceville Road and immediately north of the newly constructed Shasta Park and Library, includes a 4 MG reservoir, a 12 mgd booster pump station, 1,500 feet of 24-inch transmission main, and ancillary facilities to support operations. The reservoir is a prestressed concrete water storage tank. The well is funded through a Proposition 84 grant of one million dollars. The reservoir and booster pump station are designed to provide for peak hour water demand, emergency reserves, and firefighting supply. West Yost coordinated the design of the groundwater well portion of the project, which will pump, treat, and then feed the finished water into the reservoir or into the pump station bypass piping as part of the City's conjunctive water use program.

There were nine bidders and the engineers construction cost estimate was in the middle of the bid estimates.

TEAM

- Jeff Wanlass (Project Manager)
- Sharon Kimizuka/A TEEM Electrical Engineering (Electrical)

PROJECT DATES

2013-2021

ESTIMATE | BIDS

\$12,639,045 | \$11,595,790



Graham Hill Water Treatment Plant Concrete Tank Replacement

CITY OF SANTA CRUZ, CA

West Yost designed three prestressed tanks to replace three existing post-tensioned concrete tanks at the City's Graham Hill Water Treatment Plant (GHWTP), which include the solids (sludge) storage tank, spent backwash tank, and clearwell (treated storage tank). The rated plant capacity is 20 MGD. The GHWTP is in the Santa Cruz hills on a challenging site with limited space for construction. The site design included a new pad for one of the new tanks and several retaining walls, including a 40-foot-high soil nail retaining wall. West Yost also designed four replacement pump stations, large diameter pipelines, and an electrical building. West Yost's design included a detailed construction sequencing plan that will allow the GHWTP that produces more than 90-percent of the City's treated water to remain in operation during construction.

The project included replacing the existing unbaffled clearwell with a new raceway disinfection contractor that allowed the City to switch from pre- to post-chlorination and provided disinfection contact time necessary to achieve a 3-log virus and 0.5-log Giardia inactivation credit. The raceway volume is about 476,000 gallons and the operational storage volume is about 610,000 gallons.

TEAM

- Jeff Wanlass (Project Manager, Tank and Pump Station Designer)
- Stan VandeBergh (Technical Advisor)
- Corie Moolenkamp (PIC)
- Jehan Fugitt (Project Engineer)
- ATEEM (Electrical)
- Kleinfelder (Structural)
- Ben Serna (Geotechnical)

PROJECT DATES

2016-Ongoing

ESTIMATE | BIDS

\$31,198,000 | \$28,352,350

There were four bidders and the engineers construction cost estimate was in the middle of the bid estimates.



Miguelito Reservoir and Booster Pump Station Replacement

SAN JOSE WATER COMPANY, CA

The Miguelito Pump Station and Reservoirs are part of an interzone treated water storage and pumping facility located along with the City of San Jose's eastern foothills. West Yost designed two 0.8-million-gallon prestressed concrete tanks to replace two concrete-lined earthen embankment reservoirs constructed in 1927 and 1962. West Yost designed a new chemical feed and mixing system, flexible pipe connections to new tanks, and on-site stormwater detention and treatment. West Yost also designed a new pump station to replace the existing pump station, which included two 1,400 gpm 150-hp submersible vertical turbine pumps and two 300 gpm pumps, surge tank, and new electrical and mechanical systems. Key challenges for this project included maintaining continuous operation of the booster pumps and at least one reservoir during construction, limited access for equipment needed to demolish and remove existing facilities, limited usable space to construct new facilities, and hazardous materials mitigation (mercury, lead, arsenic, and others). West Yost also developed a construction sequencing plan in coordination with San Jose Water staff. West Yost worked with San Jose Water's planning, engineer, construction, and operation/maintenance staff to develop the project plans.

TEAM

- Jeff Wanlass (Project Manager)
- Jehan Fugitt (Project Engineer)
- ATEEM (Electrical)
- Kleinfelder (Structural)
- Ben Serna (Geotechnical)

PROJECT DATES

2017-ongoing (project was on hold for four years due to funding)

ESTIMATE VS. BIDS

Ongoing



Sweeney Ridge Tank and Pipeline

CITY OF SAN BRUNO, CA

West Yost is designing a 0.4 million-gallon prestressed concrete tank and 4,790 feet of 14-inch diameter pipeline to replace an existing steel tank and 14-inch steel pipeline. The existing facilities were built in 1955 and have reached the end of their useful life. The pipeline is located in an area with steep slopes that can exceed 30% and are covered in poison oak, which is difficult to access for repairs; furthermore, a major failure of this pipeline would be extremely problematic for the City. Also, the tank has experienced severe corrosion as a result of its location near the Pacific Ocean.

While trenchless replacement options are being considered for the pipeline, the rugged terrain, remote location, and capacity requirements make those options very challenging. Instead, the pipeline design will likely utilize an open-cut construction method, which will introduce additional construction challenges caused by environmental considerations regarding the open space recreational area owned by the City, the San Francisco Public Utilities Commission, and the National Parks Service (Golden Gate National Recreation Area).

The tank will be located on a small project site with steep slopes less than one mile from the San Andreas fault. The primary geotechnical consideration will be strong ground motion and West Yost is working closely with geotechnical and structural engineers to design a tank that will resist failure in an earthquake. We are also designing additional seismic measures that will automatically close valves to preserve water in the tank in the event of earthquake and a break in a water pipe. The site adds challenges for vehicular and construction access as well.

TEAM

- Jeff Wanlass (Project Manager)
- ATEEM (Electrical)
- Kleinfelder (Tank Structural)

PROJECT DATES

2019 – Present

ESTIMATE VS. BIDS

Ongoing

Reservoir 7 Replacement Manpower Allocation															
TASK	ENGINEERING MANAGER	PRINCIPAL ENGINEER	SENIOR ENGINEER	ASSOCIATE ENGINEER	TECH SPECIALIST/ CADD	ADMINISTRATION	QC ENGINEER	WEST YOST SUBTOTAL	ATEEM (ELECTRICAL)	KLEINFELDER (STRUCTURAL)	KLEINFELDER (GEOTECHNICAL)	WESTWOOD (SURVEY)	SCA ENVIRONMENT (MATERIALS SAMPLING)	TBD (POTHOLING CONSULTANT)	TOTAL
Task 1 - Project Management	12	88	55	30		4	20	209							209
Task 2 - Site Investigation, Data Collection, Record Research		28	36	50				114					14		128
Task 3 - Surveying/Geotechnical		16	12	16				44			152	133		24	353
Task 4 - Basis of Design Report/50% Design	2	64	70	54	32	8		230	50	72					352
Task 5 - 90% Design/Final Design		100	90	90	100			380	110	72					562
Task 6 - Bid Period Support		28	24			2		54							54
Task 7 - ESDC		104	76	62	36	2		280		75					355
TOTAL	14	428	363	302	168	16	20	1,311	160	219	152	133	14	24	2,013

1 APPENDIX 1: EXCEPTIONS TO DRAFT CONTRACT

West Yost respectfully requests the following edits to the draft contract:

(2) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General Liability Insurance for the period covered by this agreement in an amount not less than one million dollars (\$1,000,000) combined single limit, per occurrence and in aggregate, coverage for risks associated with the work contemplated by this agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles. Consultant's Auto coverage may be carried under a separate Commercial Auto Liability policy.

Each of the following shall be included in the Commercial General and Commercial Auto insurance coverage or added as an endorsement to the policy:

- (a) The City of Daly City, its subsidiary districts, ~~the agency~~, its officers, employees, authorized agents and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of consultant, including the insured's general supervision of consultant; products and completed operations of consultant; premises owned, occupied or used by consultant; or automobiles owned, leased, hired, or borrowed by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Daly City, its subsidiary districts, ~~the Agency~~, its officers, employees, agents, or volunteers.
 - (d) An endorsement must state that coverage for Additional Insureds is primary insurance.
 - (g) Any failure of consultant to comply with reporting provisions of the policy shall not affect coverage provided to City of Daly City and its subsidiary districts, ~~the Agency~~, its officers, employees, authorized agents, and volunteers.
 - (h) ~~Broad form~~ property damage liability must be afforded. A deductible that does not exceed \$5,000 may be provided.
 - (i) Insurance is to be placed with California-admitted insurers, and carrier(s) must be rated "A" or above in the Best's Rating Guide. The CITY reserves the right to accept or reasonably deny use of any particular carrier.
- (4) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's Risk Manager and City Attorney, consultant may increase such deductibles or self-insured retentions with respect to CITY, its subsidiary districts, ~~the Agency~~, its officers, employees, authorized agents, and volunteers.
- (6) Verification of Insurance. Consultant must submit acceptable proof of insurance, along with all endorsements that implement the insurance coverage required by the CITY. Proof of insurance may be provided by an accurate Certificate of Insurance that identifies all insurance coverage actually in force (although it may exceed the amounts or coverages required by the CITY). The original Certificate of Insurance, and ~~signed~~ endorsements need to be provided to the CITY prior to any work being performed under the contract.

B. Indemnification - Hold Harmless.

Consultant ~~and its sureties~~ shall indemnify and hold harmless the CITY, its subsidiary districts, their officers, ~~agents~~, and employees from all claims, suits, or actions of every kind and description based upon negligence or willful misconduct brought for, or on account of, injuries or the death of any person or damage to property ~~resulting from~~ to the extent caused by the performance of any work required pursuant to this Agreement or by the CITY, its officers, agents or employees.

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 defend and indemnify the CITY, its subsidiary districts, its officers, ~~agents~~ or employees against any responsibility for defense costs or liability in contravention of Section 2782.8 of the California Civil Code. ~~The duty to defend shall include any costs and expenses for attorney's fees and all incidental and consequential damages or costs from claims or litigation.~~ Consultant shall only be required to reimburse DISTRICT for defense fees and costs (including reasonable attorney's fees), in proportion to Consultant's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to DISTRICT'S defense of a suit based on Consultant's proven negligence. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.

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.

XII. **OWNERSHIP OF WORK PRODUCT**

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of DISTRICT, provided that DISTRICT substantially performs its obligations under this Agreement including payment of all sums due and owing to Consultant.

XIX. **LITIGATION OR ARBITRATION**

In the event that suit or arbitration is brought to enforce the terms of this contract, ~~the prevailing neither~~ party shall be entitled to litigation costs and reasonable attorneys' fees.

WE SUPPORT OUR COMMUNITIES
WE ARE WATER FOCUSED
WE TAKE PRIDE IN WHAT WE DO
WE STRIVE TO BECOME OUR BEST
WE DO WHAT'S RIGHT
WE BELIEVE IN QUALITY
WE LISTEN
WE SOLVE CHALLENGING PROBLEMS
WE SEE THE BIGGER PICTURE
WE TAKE OWNERSHIP
WE COLLABORATE
WE HAVE FUN
WE ARE WEST YOST



**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DALY CITY
AND**

THIS AGREEMENT, made and entered into at Daly City, California, this [REDACTED] day of [REDACTED], 20[REDACTED] by and between the CITY OF DALY CITY, a Municipal Corporation, hereinafter referred to as "CITY", and [REDACTED], a [REDACTED] Corporation, licensed to do business in California, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called:

[REDACTED]
(HEREINAFTER REFERRED TO AS "PROJECT")

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit A.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in Exhibit B. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit B. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement. FIRST PARTY shall be entitled to keep one copy of all project related files, records and materials for their files.

III. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as detailed in Exhibit C. This compensation shall be based on the rates attached in Exhibit C. Fixed hourly rates shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY.

- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount, or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount, or such other amount as approved by CITY, less retention. The retention will be zero (0%) of each payment, and final payment. Payment of the retention will be made to FIRST PARTY by CITY thirty-five (35) calendar days after completion and acceptance of all work required under this Agreement.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

IV. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap or age in the retention of subconsultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in all subconsultants agreement hereunder.

V. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY.

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event FIRST PARTY sells and/or transfers to another entity more than 30% of the stock ownership or ownership in FIRST PARTY from the date this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

VIII. FIRST PARTY QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in accordance with generally accepted engineering standards in effect at the time services are rendered. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

IX. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

Joshua Cosgrove, Director
Department of Water and Wastewater Resources
153 Lake Merced Boulevard
Daly City, California 94015

Notices required to be given to FIRST PARTY shall be addressed as follows:

NAME
TITLE
COMPANY
ADDRESS

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

PROFESSIONAL LIABILITY/GENERAL LIABILITY & INDEMNIFICATION

- A. Insurance. On or before beginning any of the service or work called for by any term of this Agreement, FIRST PARTY, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City Attorney's Office the insurance specified in subsections (1) through (3) below with insurers and under forms of insurance satisfactory in all respects to the CITY. FIRST PARTY shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the FIRST PARTY has also been obtained for the subcontractor.
- (1) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) per employee, per accident, per policy term for any and all persons employed directly or indirectly by FIRST PARTY. In the alternative, FIRST PARTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with limits of not less than five million dollar (\$5,000,000) shall be maintained. The insurer, if insurance is provided, and the FIRST PARTY, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from worker injuries sustained under this agreement.
- (2) Commercial General and Automobile Liability. FIRST PARTY, at FIRST PARTY'S own cost and expense, shall maintain Commercial General Liability Insurance for the period covered by this agreement in an amount not less than one million dollars (\$1,000,000) combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under the agreement or the general aggregate limit shall be at least two million dollars (\$2,000,000). Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (a) The City of Daly City, its subsidiary districts, the agency, its officers, employees, agents and authorized volunteers are to be covered as additional insureds as respects each of the following: liability arising out of activities performed by or on behalf of FIRST PARTY; products and completed operations of FIRST PARTY; premises owned, occupied or used by FIRST PARTY; or automobiles owned, leased, hired, or borrowed by FIRST PARTY. The coverage shall contain no special limitations on the scope of protection afforded to Daly City, its subsidiary districts, the Agency, its officers, employees, agents, or volunteers.
- (a) The insurance policy form shall provide coverage on an occurrence basis, and not on the basis of claims made.
- (b) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (c) Any explosion, collapse, and underground property damage exclusion must be deleted.
- (d) An endorsement must state that coverage is primary insurance and that no other insurance or self-insured retention carried by the CITY will be called upon to contribute to a loss under the coverage.
- (e) The policy must contain a cross liability or severability of interests clause.
- (f) The policies must contain a cross liability or severability of interest clause.
- (g) Any failure of First Party to comply with reporting provisions of the policy shall not affect coverage provided to City of Daly City and its subsidiary districts, the Agency, its officers, employees, agents, and volunteers.
- (h) Broad form property damage liability must be afforded. A deductible that does not exceed \$5,000 may be provided.
- (i) Insurance is to be placed with California-admitted insurers, and carrier(s) must be rated "A" or above in the Best's Rating Guide. The CITY reserves the right to accept or deny use of any particular carrier.
- (j) Notice of cancellation must be received by the **City Engineer** at least thirty (30) days prior to such change (ten (10) days prior to cancellation due to non-payment of premium).
- (3) Professional Liability. FIRST PARTY, at FIRST PARTY's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars (\$1,000,000) per

claim and in the aggregate covering the licensed professionals' negligent errors and omissions, as follows:

- (a) Any deductible shall not exceed \$5,000 (or \$250,000) per claim.
- (b) Notice of cancellation must be received by the **City Engineer** at least thirty (30) days prior to such change (ten (10) days prior to cancellation due to non-payment of premium).
- (c) The policy must contain a cross liability or severability of interest clause.
- (d) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - (1.) The retroactive date of the policy must be shown and must be before the date for the commencement of work for the City of Daly City.
 - (2.) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement or the work.
 - (3.) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date as provided under (3)(d)(1.) above, FIRST PARTY must provide extended reporting coverage on the expiring policy for a minimum of five (5) years after completion of the agreement or the work.
 - (4.) A copy of the claim reporting requirements, including any extended reporting period provisions, must be submitted to the CITY prior to the commencement of any work under this agreement.
- (4) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's Risk Manager and City Attorney, FIRST PARTY may increase such deductibles or self-insured retentions with respect to CITY, its subsidiary Citys, the Agency, its officers, employees, agents, and volunteers. The Risk Manager and the City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that FIRST PARTY procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (5) Notice of Reduction in Coverage. In the event that any coverage required under X. A. (1), (2), (3), of the agreement is reduced, limited, or materially affected in any other manner, at any time during the period that insurance coverage is required under this agreement, FIRST PARTY shall provide written notice to CITY at FIRST PARTY's earliest possible opportunity and in no case later than five days after FIRST PARTY is notified of the change in coverage.

- (6) Verification of Insurance. FIRST PARTY must submit acceptable proof of insurance, along with all endorsements that implement the insurance coverage required by the CITY. Proof of insurance may be provided by an accurate Certificate of Insurance that identifies all insurance coverage actually in force (although it may exceed the amounts or coverages required by the CITY). The original Certificate of Insurance, and signed endorsements need to be provided to the CITY prior to any work being performed under the contract.
- (7) Any exceptions to the above requirements, limits or conditions are to be made upon the sole and exclusive discretion of the City of Daly City, by and through the City's Risk Manager.

- B. Indemnification - Hold Harmless. It is understood and agreed that FIRST PARTY has the professional skills, experience and/or knowledge necessary to perform the work agreed to be performed under this agreement, and CITY relies upon the professional skills of FIRST PARTY to do and perform FIRST PARTY's work in a skillful and professional manner, and FIRST PARTY thus agrees to so perform the work.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said FIRST PARTY from such professional responsibility for the work performed.

FIRST PARTY shall indemnify and hold harmless the CITY, its subsidiary Citys, their officers, agents, and employees from all claims, suits, or actions of every kind and description to the extent caused by FIRST PARTY's negligence, recklessness, or willful misconduct.

The duty of FIRST PARTY 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 FIRST PARTY to indemnify the CITY, its subsidiary Citys, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. The duty to defend shall include any costs and expenses for attorney's fees and all consequential damages or costs from claims or litigation. Notwithstanding the foregoing, for any claim alleging FIRST PARTY's negligent performance of professional services, FIRST PARTY's obligations regarding CITY's defense under this paragraph include only the reimbursement of CITY's reasonable defense costs incurred to the extent of FIRST PARTY's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. FIRST PARTY shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic or incidental damages to the CITY or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, FIRST PARTY shall not be responsible for acts and decisions of third parties, including governmental agencies, other than FIRST PARTY's subconsultants, that impact project completion and/or success.

FIRST PARTY expressly and specifically agree to waive any and all subrogation rights on general and automobile liability policies it may have against the CITY, its subsidiary Citys, 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.

X. RESPONSIBILITY AND LIABILITY FOR SUBCONSULTANTS & SUBCONTRACTORS

- A. Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its subconsultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its subconsultants and/or subcontractors.
- B. The FIRST PARTY has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on FIRST PARTY's opinion based on experience and judgment. FIRST PARTY cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by FIRST PARTY.
- C. FIRST PARTY shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

XI. HAZARDOUS MATERIALS OR ASBESTOS DISCOVERY

Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The FIRST PARTY and CITY agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of FIRST PARTY's services.

XII. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by FIRST PARTY for the specific purpose intended will at CITY's sole risk and without liability or legal exposure to FIRST PARTY.

XIII. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit A or as otherwise specified in Exhibit A.

XIV. CITY PROVIDED DATA

The CITY shall furnish the FIRST PARTY available studies, reports and other data pertinent to FIRST PARTY's services and FIRST PARTY shall be entitled to use and rely upon all such

information provided by CITY or others in performing FIRST PARTY's services under this Agreement.

XV. ACCESS

CITY shall arrange for access to and make all provisions for FIRST PARTY to enter upon public and private property as required for FIRST PARTY to perform services hereunder.

XVI. SERVICES DURING CONSTRUCTION

If the project involves construction of any kind, the parties agree that CITY and FIRST PARTY shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site except for the sole negligence of CITY or FIRST PARTY. Both CITY and FIRST PARTY shall be named as additional primary insured(s) by construction contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

XVII. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
 - (2) Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
- E. The rights and remedies of the CITY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

XVIII. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

XIX. BREACH OF AGREEMENT

- A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

XX. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XXI. THIRD PARTIES

The services to be performed by FIRST PARTY are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the FIRST PARTY's performance of its services hereunder, and no right to assert a claim against the FIRST PARTY by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the FIRST PARTY's services hereunder.

XXII. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XXIII. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

XXIV. FIRST PARTY's OPINION OF COSTS

CITY acknowledges that construction cost estimates, are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. CITY acknowledges that such influences may not be precisely forecasted and are beyond the control of FIRST PARTY and that actual costs incurred may vary substantially from the estimates prepared by FIRST PARTY.

XXV. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF DALY CITY,
a Municipal Corporation

By _____
Title City Manager
"CITY"

COMPANY
a _____ Corporation,
licensed to do business in California

By _____
Title _____
PE No. _____
"FIRST PARTY"

APPROVED AS TO FORM:

Rose Zimmerman
City Attorney

(REV. 09/26/2023)



City Council Meeting Agenda Report

Item #

Meeting Date: March 10, 2025

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

Recommended Action

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

Background

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

The City of Daly City and SHCP have a history of successful partnerships in enhancing public recreational facilities. In 2019, both parties improved the baseball facilities at Westlake Park, creating a shared space for public and school use. Under Education Code Section 10900 et seq., the City is authorized to contract with nonprofit entities to construct, maintain, and operate recreational facilities.

Discussion

Under the proposed Agreement, SHCP will revitalize Marchbank Park by constructing new baseball and softball facilities and replacing the playing surface with sustainable synthetic turf. The improvements will include the installation of new dugouts, bullpens, backstops, batting cages, protective screening along baselines, spectator seating, a new scoreboard, and sports field lighting. Additionally, accessible pathways will be developed from the existing parking garage, and a concession and restroom structure will be installed.

The proposed improvements align with the Daly City Parks and Recreation Master Plan and address key action items outlined for Marchbank Park. SHCP has also committed to implementing stormwater management solutions and addressing the synthetic turf's lifecycle and end-of-life concerns.

This new field and facilities would be available to the public for multiple athletic sports, such as baseball, football, girls' flag football, softball, soccer, lacrosse, and future community events and festivals. The Agreement grants SHCP exclusive use of Marchbank Park for up to 25 hours per week over 15 years, with an option to extend for two additional five-year terms. During this period, SHCP will pay the City an annual rental fee of \$100,000.

The Daly City Department of Parks and Recreation will retain exclusive access to the field on Sundays. It will continue to use the park on weekdays after 6:30 p.m. and weekends after 2:00

City Council Agenda Report

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

Meeting Date: March 10, 2025

Page 2 of 2

p.m. Additionally, SHCP will offer free or significantly reduced-rate youth sports clinics and camps for Daly City residents.

The proposed Agreement reflects a beneficial partnership between the City of Daly City and SHCP, ensuring significant improvements to Marchbank Park while maintaining community access to upgraded facilities.

Fiscal Impact

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

Summary/Conclusion

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

Respectfully submitted,



Thomas J. Piccolotti
City Manager



Rose Zimmerman
City Attorney

Attachment: Draft Agreement

**AGREEMENT BETWEEN THE CITY OF DALY CITY AND SACRED HEARD
CATHEDRAL PREPARATORY HIGH SCHOOL FOR THE IMPROVEMENTS AND
USE OF THE ATHLETIC FIELDS AT MARCHBANK PARK, DALY CITY**

This Agreement is made by and between the City of Daly City, a municipal corporation (the “City”), and Sacred Heart Cathedral Preparatory High School (SHCP), 1055 Ellis Street, San Francisco, California.

RECITALS

WHEREAS, Section 10900 et seq. of the Education Code (the Community Recreation Act) and Sections 38130 et seq. of the Education Code (the Civic Center Act) authorize cities to organize, promote, and conduct programs of community recreation and to construct, maintain, and operate recreation centers and facilities to and including in cooperation and contract with non-profit entities for such purposes; and

WHEREAS, it is the policy of the City to undertake jointly, whenever practicable, the development, installation, construction, and maintenance of recreational facilities to better utilize capital costs and provide recreational opportunities in the most financially effective manner and

WHEREAS, SHCP desires to provide for the upgrading and revitalization of Marchbank Park that is consistent with the Daly City Parks and Recreation Master Plan, and the proposed upgrades would address many of the action items listed for Marchbank Park and

WHEREAS, the City and SHCP it is mutually beneficial to collaborate on the improvements at Marchbank Park.

NOW, THEREFORE it is agreed as follows:

1. Purpose

This Agreement sets forth the respective obligations and responsibilities of the City and SHCP for the improvements and use of the facilities to be constructed at Marchbank Park, located at 10 South Parkview Avenue in Daly City, California.

2. Term

This Agreement shall be effective from the execution date hereof by both parties. The initial “term” of the Agreement shall be for ten (15) years, commencing upon the start of operations at the multi-use field. The Start Date shall be evidenced in writing and signed by both parties hereto. The term may be extended for two (2) additional five (5) year periods upon terms and conditions mutually agreed upon by the parties.

3. Definitions

- a.** “Multi-use field” refers to the new Synthetic turf varsity baseball and softball field.

b. "Facility" shall mean and refer to the recreational areas and community facilities that shall be located on the Marchbank Park site.

4. **Scope of Work and Design of Facilities**

The Facilities will be sited and constructed in accordance with the project plans approved by the City. City and SHCP jointly agree to work expeditiously and diligently toward consensus of design and construction issues, however if any design or construction issues arise, the parties agree that the City's City Manager has the authority to make final decisions with respect to the design and/or construction of the Facilities, or any portion thereof.

This Agreement's scope of work shall consist of the following: 1) Install turf varsity baseball and softball field with possible soccer/lacrosse lines if space allows; 2) Install new dugouts; 3) Install new bullpens; 4) Install new or renovated batting cages; 5) Install new backstops and bleacher seatings; 6) Install an accessible pathway from the existing parking garage; 7) Install a new scoreboard; 8) Install new protective screenings along the first and third baselines; 9) Install new concession and restroom structure; 10) Install new sports field lighting; 11) Prepare conceptual design for the playground, court, and public areas based on the Daly City Parks and Recreation Master Plan and 12) Prepare a stormwater management plan, and a synthetic turf life cycle plan (collectively "Facilities").

5. **Construction Administration**

a. **Project Timeline and Scope of Work Commencement:** The parties shall establish and adhere to benchmark timelines for the completion of various stages of the improvements to ensure steady progress. A detailed project schedule shall be developed and agreed upon by both parties, outlining key milestones and deliverables.

b. **Approval of Improvements and Permitting:** All Facilities to be undertaken pursuant to this Agreement shall be subject to prior approval by the City. SHCP shall submit detailed plans and specifications for review and approval before the commencement of any work. All necessary permits required by federal, state, and local laws shall be obtained before initiating construction. SHCP shall ensure compliance with all applicable building codes, zoning regulations, and environmental laws governing the project.

c. **City's Right to Take Over the Project:** If SHCP fails to complete the Facilities within the agreed upon timeline, unless period extended by City Manager, the City reserves the right, at its sole discretion, to take over the completion of the project at the expense of SHCP. In such an event, SHCP shall be required to reimburse the City for all costs incurred in completing the project, including but not limited to labor, materials, administrative fees, and other related expenses. Alternatively, the City may require SHCP to post a bond in an amount sufficient to ensure project completion, as determined by the City.

6. **Use of Facility**

a. City shall allow SHCP to use Marchbank Park exclusively for 15 years, 20 hours per week during the three seasons of play.

- b. City shall have exclusive use of Marchbank Park for its youth teams on weekdays after 6:30 p.m. and weekends after 2:00 p.m. year round.
- c. SHCP will offer Daly City youth the opportunity to attend baseball and sports clinics and camps held at Marchbank Park at no charge or at a significantly reduced rate.
- d. CITY shall have exclusive use of Marchbank Park on Sundays.

7. **Payment and Fees**

- a. SHCP shall pay all costs associated with the planning, preparation, construction, maintenance, and operation of the improvements outlined in this Agreement.
- b. SHCP shall commence payment of the agreed-upon fees upon the initiation of its use of the completed facilities. Fees shall be payable in accordance with the terms set forth in this Agreement, beginning no later than the date on which SHCP first utilizes the facility for its intended purpose.
- c. SHCP shall pay One Hundred Thousand dollars annually to the City for rental fee to the City for the term of this Agreement.

8. **Facility Maintenance**

- a. The City and/or entities other than SHCP shall perform and be responsible for major Facility maintenance and heavy gardening, as well as custodial maintenance of the Facility.
- b. SHCP shall provide routine maintenance to those portions of the Facility which SHCP utilizes for its purposes, to include picking up trash which may be left behind by SHCP or its invitees and properly storing and maintaining equipment which may be brought to the Facility by SHCP. In addition, SHCP shall be responsible for placing and removing temporary striping for field hockey and lacrosse.

9. **Structural Alterations**

SHCP shall ensure that all facility or structural alterations are approved by the City.

10. **Signage**

All signs and/or banners displayed on the Facility must comply with the regulations, policies, and ordinances of the City of Daly City.

11. **City as Master Schedule Coordinator**

Ninety (90) days prior to the commencement of each calendar quarter (the first of January, April, July, and October, respectively), SHCP shall submit a schedule detailing its program use of the Facility. The City, as the Master Schedule Coordinator, shall prepare a

Facility schedule reflecting the program-use and rental-use of the Facility by all users and make such schedule available to the users.

12. **Endorsements and Advertising**

Except as provided herein, City maintains sole authorization and control over the sale, display, or solicitation of advertisements, licenses, or any other types of endorsements at the Facility. Solicitations, licensure, or promotions inconsistent with state law, local ordinances, or the rules and policies of the City of Daly City are prohibited.

SHCP may not display flyers, signs, or advertisements at the Facility, except for game-time team banners or flags, which do not include advertisements.

13. **Supervision**

a. SHCP shall supervise, with adult school staff presence, the Facility and all activities during such hours as the Facility is reserved for use by SHCP.

b. SHCP shall comply with standard and emergency operations procedures as established by the City to operate and protect the Facility, program participants, spectators for SHCP events, and its attendees.

14. **Termination**

a. SHCP may terminate this Agreement upon 180-day notice to the City. In the event of early termination by SHCP of this Agreement, no refund of any amounts contributed or provided for the construction, operation, or maintenance of the Facility shall be made or returned to SHCP by the City.

b. City may terminate this Agreement upon 180-day notice to SHCP. In the event of termination by the City of this Agreement, the City will make a prorated portion of the original prepaid rental to SHCP based on the original term of this Agreement.

15. **Damage or Destruction of the Facility**

In the event of destruction of the Facility or damage resulting in the loss of more than 50% of the current usable field, either party may terminate this Agreement within ninety (90) days of such an event. Should such destruction occur, neither the City nor SHCP will be obligated to rebuild or replace the Facility or the improvements therein.

16. **Assignment**

This Agreement or any portion thereof, may not be assigned by SHCP to any other party or successor agency, in any manner, except upon advanced written Agreement by the City.

17. **Assignment of Risk**

a. The City shall assume all risk of any damage whatsoever to any vehicles, equipment, or other property (collectively, "items") of the City, any items under the control or custody of the City, or any items owned or used by any other parties, while on the Facility

incident to the use of the Facility by the City, provided however, such assumption of risk by the City shall not include any damage caused by the sole negligence and/or willful misconduct or SHCP, its agents, users or employees.

b. SHCP shall assume all risk of any damage whatsoever to any vehicles, equipment, or other property (collectively, “items”) of SHCP, or any items under the control or custody of SHCP, or any items owned or used by any other parties, while on the Facility incident to the use of the Facility by SHCP; provided however, such assumption by SHCP shall not include any damage caused by the sole negligence and/or willful misconduct of the City, its agents or employees. SHCP shall, during its rental hours of operation, continually monitor its students and invitees.

18. **Insurance**

a. General Liability: SHCP shall, at its own cost and expense, procure and maintain Commercial General Liability insurance and property insurance in the aggregate amount of \$2,000,000 per occurrence for bodily injury, other personal injury, and property damage, naming the City of Daly City (it officers and employees) and as additional insureds, to be secured by an additional endorsement.

The policy shall contain a waiver of subrogation in favor of the City and its respective Councilmembers, officers, employees, and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted singly, jointly or severally. The policy shall be primary and contain cross-liability and severability of interest clauses. The Commercial General Liability shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injuries, and/or death.

b. As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965) or any subsequent amendments or successor acts governing employers’ liability to their employees, SHCP shall secure Worker’s Compensation coverage consistent with California state law. The policy shall contain a waiver of subrogation in favor of the City.

c. Evidence of Insurance: Prior to using the Facility for programs, SHCP shall file a Certificate of Insurance with the City evidencing coverage required by this Section; the insurance companies issuing these policies shall give written notice to the City of any material change and provide the City with a least thirty (30) days’ notice of cancellation. Failure to maintain liability insurance policies required by this Agreement shall constitute a default of this Agreement and the City may elect to terminate this Agreement.

19. **Mutual Indemnification**

a. City agrees to indemnify and hold harmless SHCP and its officers, agents, students, invitees, and employees from and against all claims and demands, whether for injuries to persons or loss of life, or damage to property arising out of any acts or omissions of City or its employees, agents, volunteers or authorized representative, occurring because of the City’s ownership, use and occupation of the Facility under this Agreement, to and including rental of the Facility by the City, except only for those claims arising from the sole negligence or sole willful conduct SHCP, its officers, agents, or employees. In no event shall any employee of the

City be considered an employee of SHCP. Indemnification shall include any costs, expenses, attorneys' fees, and liability incurred by SHCP, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

b. SHCP agrees to indemnify and hold harmless City and its officers, agents, and employees from and against all claims and demands, whether for injuries to persons or loss of life, or damage to property arising out of any acts or omissions SHCP or its employees, agents, volunteers or authorized representatives, occurring because of the SHCP's programs, use and occupation of the Facility under this Agreement, to and including rental of the Facility by SHCP, except only for those claims arising from the sole negligence or sole willful conduct of City, its officers, agents, or employees. In no event shall any employee SHCP be considered an employee of the City. Indemnification shall include any costs, expenses, attorneys' fees, and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

c. The duty of the City or SHCP to indemnify includes the duty to defend as set forth in Section 2778 of the Civil Code. The above reciprocal indemnity shall survive termination or expiration of this Agreement. It is the intention of City and SHCP that should any term of this indemnity provision be found to be void or unenforceable, the remainder of this provision shall remain in full force and effect.

20. **Waiver of Liability**

Neither the City nor its Councilmembers, commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the Facility, its officers, agents, employees, invitees, parking patrons, contractors or subcontractors or their employees, for any bodily injury or death to such persons, resulting or arising from the condition of the property or its use by SHCP, except where such damage, bodily injury or death is caused by the sole active negligence and/or willful misconduct of the City or its Councilmembers, Commissions, departments, boards, officers, agents, or employees.

21. **Compliant with Laws**

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

22. **Non-Discrimination**

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

23. **Contract Administration**

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

24. **Notices**

Any written notice to SHCP shall be sent to:

Phil Freed, CAA
Director of Athletics
1055 Ellis Street
San Francisco, CA 94109

Any written notice to City shall be sent to:

Thomas J Piccolotti
City Manager
333 90th Street
Daly City, CA 94015

Copy:

Rose Zimmerman
City Attorney
333 90th Street
Daly City, CA 94015

25. **Governing Law**

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

26. **Amendments**

This agreement may be amended or modified from time to time only by the mutual written agreement by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

For the City of Daly City

Sacred Heart Cathedral Preparatory
High School

Thomas J. Piccolotti
City Manager
City of Daly City

Melinda Skrade
President

DRAFT



City Council Agenda Report

Item # _____

Meeting Date: March 10, 2025

Subject: Appropriate Funds and Award Construction Contract for the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project

Recommended Action

Staff recommends that the City Council:

- 1) Approve the design documents for the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project;
- 2) Affirm the CEQA determination of Categorical Exemption;
- 3) Accept all bids and award a construction contract for Bid Schedule A and Add Alternate 1 to FJ&I Engineering Inc. of San Pablo, California, in the amount of \$173,495.00;
- 4) Reallocate \$14,316.55 from MRP Trash Collector Project account 87-920-811 to project account 17-312-816;
- 5) Appropriate \$100,398.00 of unallocated General CIP Funds – Fund 33; and
- 6) Authorize the City Manager to execute all necessary contracts to complete the project

Background

The Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project (Part 1) includes the construction of new bio-retention planters within the sidewalk along the northeastern side of Santa Barbara Ave. and Vista Grande Ave. intersection. The bio-retention planters will capture and treat stormwater flowing along the street and sidewalk in the area. The project also includes the construction of a new Americans with Disabilities Act (ADA) compliant curb ramp to improve accessibility as well as the installation of new traffic devices to enhance the safety for pedestrians traversing through the area which includes students that attend the local Woodrow Wilson Elementary School.

The Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project is partially funded by the North San Mateo County Sanitation District (NSMCSD) for the stormwater components of the project. The project is part of a Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) between the California Regional Water Quality Control Board, San Francisco Bay Region Prosecution Team and North San Mateo County Sanitation District (NSMCSD). This Supplemental

Environmental Project (SEP) is undertaken as part of a settlement for a Regional Water Board enforcement action against NSMCSD.

Discussion

The construction bid documents were prepared by SAGE Consulting Engineers, Inc. of San Francisco, California.

The project was advertised on February 2, 2025 and eight (8) bids were received on February 25, 2025 with total bids ranging from \$411,910.00 to \$883,493.00 The three low bids and Engineer's Estimate are summarized as follows:

Bidder	Bid Schedule A – Santa Barbara Ave. Green Infrastructure Project Part 1 (SEP)	Bid Schedule B – Santa Barbara Ave. Green Infrastructure Project Part 2	Add Alternate 1	Total Sum of Bid Schedule A, Bid Schedule B, and Add Alternate 1	Comments
1. FJ&I Engineering Inc.	\$163,495.00	\$238,415.00	\$10,000.00	\$411,910.00	Responsive Bid
2. Zara Construction, Inc.	\$278,209.00	\$355,492.00	\$38,500.00	\$672,201.00	Responsive Bid
3. BuildCorp Inc.	\$295,478.00	\$435,630.00	\$2,000.00	\$733,108.00	Responsive Bid
Engineer's Estimate	\$138,037.27	\$222,413.17	\$10,000.00	\$370,450.44	

A formal bid protest was submitted by the second low bidder, Zara Construction, Inc. on February 28, 2025. The basis for the bid protest was that the apparent low bidder, FJ&I Engineering Inc. had computational errors or omissions in their proposal, leading to an unrealistically low bid.

After detailed review of the document submitted by Zara Construction, Inc. regarding the protest, the bid documents and relevant State Public Contract Codes, City Staff recommends that the bid submitted by FJ&I Engineering Inc. be deemed responsive to the bid solicitation.

Determination of the lowest responsive and responsible bidder was based on the lowest combined total of Bid Schedule A – Santa Barbara Ave. Green Infrastructure Project Part 1 (SEP), Bid Schedule B – Santa Barbara Ave. Green Infrastructure Project Part 2, and Add Alternate 1. FJ&I Engineering Inc. of San Pablo, California, has been in business since 2017. This bidder holds the required Class A contractor's license, which is current and in good standing. The contractor's references for work performed for other public agencies including the City of Larkspur, City of El Cerrito, City of Walnut Creek, and City of Vallejo were satisfactory.

Due to funding constraints, staff is recommending the award of Schedule A and Add Alternate 1. If approved, construction is anticipated to commence in April 2025 and be completed by the end of 2025.

Fiscal Impact

The total estimated construction cost for the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project (Schedule A and Add Alternate 1) is \$208,194.00, which includes the \$173,495.00 construction contract and \$34,699.00 (20%) for construction contingency, contract administration, and staff time.

\$93,479.45 is available in Transportation Fund CIP project account 17-312-816 – Santa Barbara Ave. Green Infrastructure Part 1. An additional \$114,714.55 is needed to fully fund the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project (Schedule A and Add Alternate 1).

This action will reallocate \$14,316.55 from MRP Trash Collector Project account 87-920-811 to project account 17-312-816, and allocate \$100,398.00 of unallocated General CIP Funds from fund 33 to fully fund the project.

Summary/Conclusion

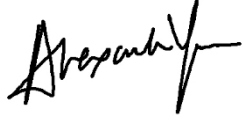
Staff recommends that the City Council:

- 1) Approve the design documents for the Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project;
- 2) Affirm the CEQA determination of Categorical Exemption;
- 3) Accept all bids and award a construction contract for Bid Schedule A and Add Alternate 1 to FJ&I Engineering Inc. of San Pablo, California, in the amount of \$173,495.00;
- 4) Reallocate \$14,316.55 from MRP Trash Collector Project account 87-920-811 to project account 17-312-816;
- 5) Appropriate \$100,398.00 of unallocated General CIP Funds – Fund 33; and
- 6) Authorize the City Manager to execute all necessary contracts to complete the project

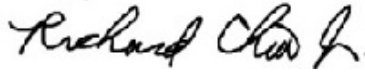
**Appropriate Funds and Award Construction Contract for the
Santa Barbara Ave. & Vista Grande Ave. Green Stormwater
Infrastructure and Pedestrian Improvement Project
Meeting Date: March 10, 2025
Page 4 of 4**

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



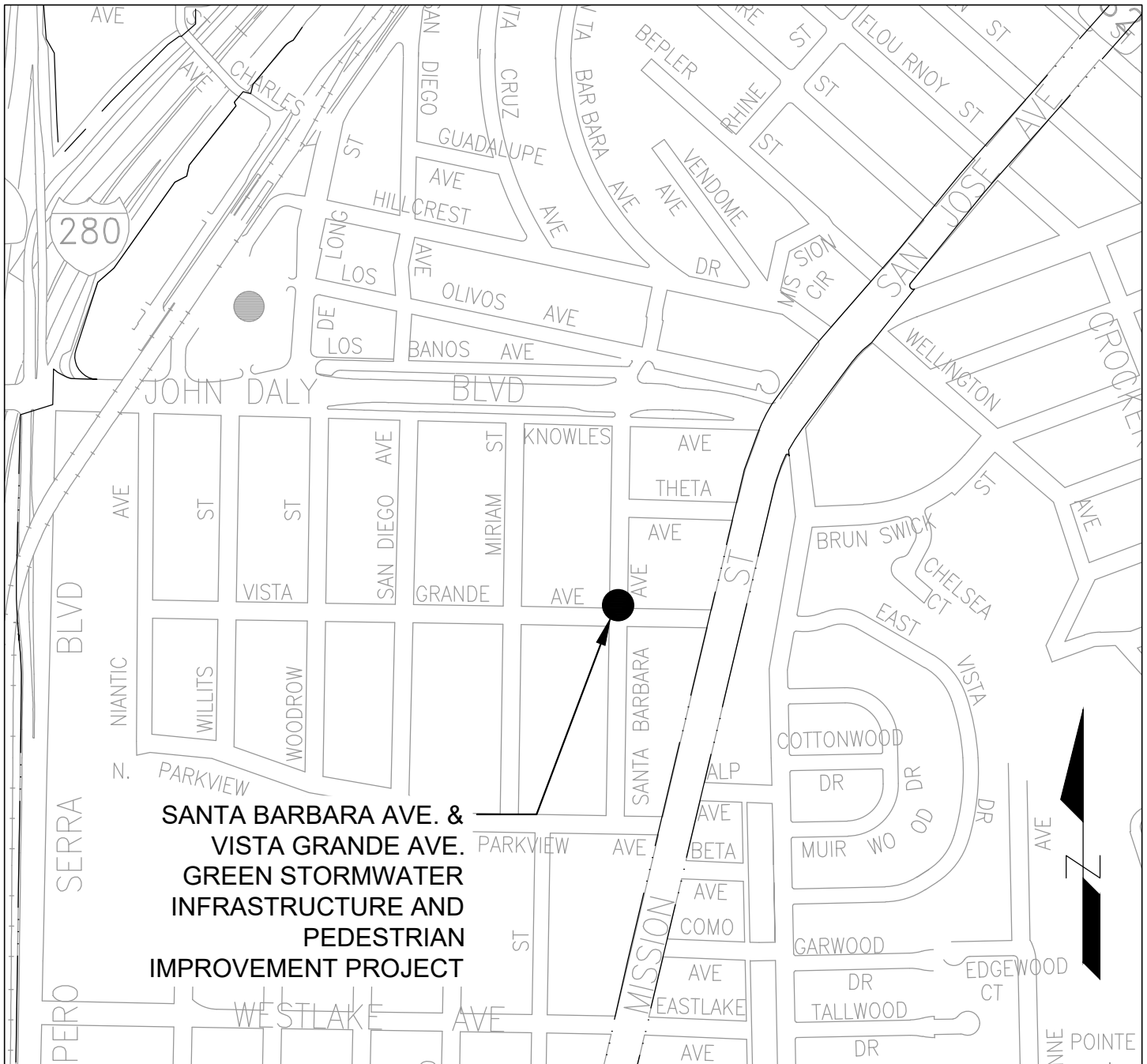
Joshua Cosgrove
Director of Water and
Wastewater Resources

Attachments:

- 1) Project Location Map
- 2) Santa Barbara Ave. & Vista Grande Ave. Green Stormwater Infrastructure and Pedestrian Improvement Project 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
**SANTA BARBARA AVE. & VISTA GRANDE AVE.
GREEN STORMWATER INFRASTRUCTURE
AND PEDESTRIAN IMPROVEMENT PROJECT**



0 250 500 1000
Feet
1" = 500'-0"

ORDINANCE NO. 1480

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AMENDING THE DALY CITY ZONING MAP BY REZONING 2150 GENEVA AVENUE
FROM LIGHT COMMERCIAL (C1) TO HEAVY COMMERCIAL (C2)

(APN 005-050-020)

2150 Geneva Avenue, Daly City

BE IT ORDAINED by the City Council of the City of Daly City as follows:

Section 1: **Findings:** The City Council of the City of Daly City finds that:

- A. Following a public hearing duly and regularly conducted, the Planning Commission of the City of Daly City submitted to this City Council its recommendation with respect to the zoning amendment hereinafter described, accompanied by the report of the findings and a summary of its hearing, whereupon this City Council duly and regularly set this matter for hearing.
- B. Due and regular notice of such hearing has been given as required by law and such hearing was regularly held by this City Council on February 24, 2025, all interested persons were heard and any additional evidence presented was received.
- C. The City Council finds that the re-zoning from Light Commercial (L1) to Heavy Commercial (C2) would not be detrimental to the health, safety, morals, comfort and general welfare of persons residing in or working in the neighborhood or be injurious or detrimental to the property and improvements in the neighborhood or the general welfare of the City of Daly City.
- D. This City Council finds and declares that the health, safety, morals and general welfare of the City of Daly City requires that the real property hereinafter described be reclassified as provided herein.
- E. The City Council has reviewed the proposal under the requirements of the California Environmental Quality Act (CEQA) and has determined that a Mitigated Negative Declaration is the appropriate environmental review. The Daly City Planning Commission and City staff recommend that a Mitigated Negative Declaration, which includes a Mitigation Monitoring and Reporting Program, per CEQA Guidelines be adopted for this project.
- F. The City Council approves the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project and hereinafter finds that it conforms with the California Environmental Quality Act and the Guidelines implementing the Act.

Section 2: **Zoning Reclassification:**

The zoning as designated upon the “Official Zoning Map” of the City of Daly City, as adopted by Daly City Ordinance 635, and thereafter amended from time to time, is hereby changed as to the parcel identified as APN 005-050-020, and that in accordance with Title 17 of the Daly City Municipal Code, the zoning for the real property hereinafter described is hereby amended so as to

change the zone classification of the property from Light Commercial (C1) to Heavy Commercial as such zones are designated and defined by Ordinance 635, Daly City Municipal Code Title 17.

Section 3. Publication: This Ordinance shall be published according to law.

Section 4. Environmental Determination: The City Council approves the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project and hereinafter finds that it conforms with the California Environmental Quality Act and the Guidelines implementing the Act.

Section 5. Effective Date: This Ordinance shall become effective thirty (30) days from and after its adoption.

Section 6. 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.

Introduced this _____ 24th day of _____ February _____ 2025.

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 _____ 2025, 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

ORDINANCE NO. 1481

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DALY CITY
AND CORMORANT ENERGY STORAGE, LLC

(APN 005-050-020)

2150 Geneva Avenue, Daly City

THE CITY COUNCIL OF THE CITY OF DALY CITY HEREBY ORDAINS AS
FOLLOWS:

SECTION 1. **Authority.** This Ordinance is adopted pursuant to the provisions set forth in Government Code Section 36937(b), Government Code Sections 65864 *et seq.*, and pursuant to other applicable law.

SECTION 2. **Findings.**

- A. Pursuant to the police powers delegated to it by Article XI, Section 7 of the California Constitution, the City of Daly City (“City”) may make and enforce laws that promote the public health, safety and general welfare of its residents.
- B. California Government Code Section 65864 *et seq.* authorizes the City to enter into binding, long-term agreements (“Development Agreements”) with persons or entities having legal or equitable interests in real property, for the development of the property that will provide certainty, definition, and commitment to developers as well as necessary public improvements required by development.
- C. It is mutually beneficial to the City and Cormorant Energy Storage, LLC (hereinafter “Developer”) to enter into a Development Agreement for the Project located at 2150 Geneva Avenue in order to provide certainty and commitment to developers as well as to set forth the obligations of both Parties for the construction of the public improvements required by the development.
- D. The Development Agreement provides for the development of a 250 Mega Watt Battery Energy Storage System (BESS) that will be constructed in two phases with a transmission line through Daly City Right of Way in order to connect with the PG&E Martin substation approximately 0.5 miles east of the project site.
- E. The Development Agreement provides a guaranteed sales tax in which the Developer pays any shortfalls, Developer contributions to City Parks and Open Space projects, and Developer commitment of funds to a non-recreational Community Service Organization.
- F. The Development Agreement sets forth the terms and conditions with detailed obligations for both Parties.
- G. City and Developer have reached mutual agreement and desire voluntarily to enter into the Development Agreement.

- H. On December 3, 2024, the Planning Commission, held a duly noticed public hearing to consider the proposed Development Agreement and recommended that the City Council approve the Development Agreement.
- I. The City Council considered the adoption of this ordinance in accordance with Government Code § 36937 at a duly noticed public hearing on February 24, 2025, at which time it received and considered testimony from members of the public.
- J. The City Council hereby determines that the proposed Development is necessary to provide a more stable, sustainable electricity supply benefitting electricity consumers in the community and region.

BE IT ORDAINED by the City Council of the City of Daly City as follows:

Approval of the Development Agreement between the City and the District to develop the Project at 2150 Geneva Avenue is hereby granted, subject to the terms, time, limits, conditions and requirements of the “Development Agreement Between the City of Daly City and Cormorant Energy Storage LLC.”

SECTION 3. **General Plan Consistency.** The Development Agreement is consistent with the General Plan of the City of Daly City.

SECTION 4. **Public Interest.** The Development Agreement is in the public interest based on the fact that the Development Agreement will provide reliable and sustainable electricity to the community and region.

SECTION 5. **Severability.** If any provision of this Ordinance is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Ordinance, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision thereof which had previously been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding.

SECTION 6. **Effective Date.** This ordinance shall be effective thirty (30) days after adoption.

SECTION 7. **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.

SECTION 8. Recordation of Development Agreement Within ten (10) days after the date upon which the City Manager executes the Development Agreement on behalf of the City, the City Clerk shall record the Development Agreement and this Ordinance with the County Recorder of the County of San Mateo.

Introduced this 24th day of February, 2025.

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 _____, 2025, 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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

THIS SPACE ABOVE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DALY CITY AND CORMORANT ENERGY STORAGE, LLC

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into this 11th day of [month], 2025, between CORMORANT ENERGY STORAGE, LLC, a Delaware limited liability company (“**Developer**”), and the CITY OF DALY CITY (“**City**”), pursuant to the authority of Sections 65864 et seq. of the California Government Code.

RECITALS AND FINDING

This Agreement is based on the following facts, understandings and intentions of the parties:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature enacted the Development Agreement Statute (Government Code, Section 65864 et seq.), which authorizes any city to enter into binding, long-term agreements with persons or entities having legal or equitable interests in real property, for which agreements provide for the development of the property.

B. Developer is a unit of Arevon Energy, Inc., a leading renewable energy company with a proven track record of safely constructing and operating utility-scale energy projects across the United States and with a binding commitment to develop its California energy projects with union skilled labor.

C. Developer proposes to build a 250 MW battery energy storage system (“**BESS**”) in two phases using Tesla’s advanced Megapack 2XL batteries in battery storage containers at the Project Site (defined herein) commonly known as 2150 Geneva Avenue; a transmission line (“**Gen-Tie**”) connecting the BESS to the Martin substation primarily underground through Carter Street, Martin Street, and Schwerin Street; and ancillary facilities pertinent to the operation of a BESS, including but not limited to racks of batteries, battery augmentation units, control units, fire prevention and fire protection equipment, voltage transformers and inverters, a small on-site substation, and the public infrastructure associated with the Project Site, all in accordance with this Agreement, the Exhibits thereto, and the other Project Approvals (defined herein) (collectively, “**Project**”).

This state-of-the-art energy storage system will support grid reliability and help maximize the use of clean, renewable energy sources. By storing excess renewable energy when it is abundant and dispatching it back to the grid when it is needed most, the Project will play a vital role in enhancing the stability and resilience of the local power grid and reducing reliance on fossil fuels.

D. In addition to this Agreement, the Project includes a General Plan Amendment and Zone Change pursuant to Chapter 17.48 of the Daly City Municipal Code (“DCMC”), a Use Permit pursuant to Chapter 17.44 of the DCMC, and Design Review pursuant to Chapter 17.45 of the DCMC, and authority for the Project to encroach in the public ROW. Such approvals are including in the Project Approvals as further defined in Article 1.

E. The Project and the Agreement are consistent with the goals and policies of the 2030 Daly City General Plan, as amended by the 2015 Housing Element, for the reasons described in the findings for the other Project Approvals and the land use chapter of the Project’s CEQA documentation, all incorporated by reference herein.

F. On ~~[month] [day], 2025~~December 3, 2024, after a duly noticed public hearing, the City’s Planning Commission voted to recommend approval of the Project Approvals, including the proposed General Plan Amendment GP-11-22-015959, Zone Change ZC-11-22- 015960, Use Permit UPR-11-22-015962, Design Review DR-11-22-015961, Development Agreement, and ROW encroachment authority, as well as the Project’s Mitigated Negative Declaration.

G. ~~[PLACEHOLDER FOR CITY COUNCIL ACTION: On [month] [day], February 25, 2025,~~ after a duly noticed public hearing, the City Council voted to approve the first reading of the Development Agreement via the Enacting Ordinance (defined herein) and the other Project Approvals, including the proposed General Plan Amendment GP-11-22-015959, Zone Change ZC-11-22- 015960, Use Permit UPR-11-22-015962, Design Review DR-11-22-015961, Development Agreement, and ROW encroachment authority, as well as ~~[environmental approval] via Resolutions _____, _____,~~ a Mitigated Negative Declaration via Resolution 25-34.

H. ~~[PLACEHOLDER FOR CITY FINDING OF CONSISTENCY, IF SO FOUND:~~ The City Council hereby finds that this Development Agreement furthers the public health, safety and general welfare and is consistent with the City’s General Plan as amended. The City Council further finds that the City has taken all necessary proceedings in accordance with the City’s ordinances, rules and regulations for the approval of this Agreement.~~].~~

AGREEMENT

ARTICLE 1: DEFINITIONS

Section 1.1 **“City”** is the City of Daly City, a municipal corporation organized and existing under the laws of the State of California.

Section 1.2 **“City Council”** is the City Council of the City.

Section 1.3 **“City Manager”** is the City Manager of the City or the City staff person (s)he designates to carry out all or part of the City’s responsibilities for implementing this Agreement.

Section 1.4 **“City Planning Manager”** is the senior City official authorized to administer the City’s planning and development procedures and projects, including its development agreements.

Section 1.5 **“Conflict”** with any Project Approvals shall mean (1) an express inconsistency with the Project Approvals or (2) a material limitation on or interference with the ability of Developer, whether it be technical, economic, or otherwise, to construct and operate the Project according to the Project Approvals.

Section 1.6 **“Days”** shall refer to calendar days.

Section 1.7 **“Developer”** is Cormorant Energy Storage, LLC, a Delaware limited liability company, and its successors and assigns, with a legal or equitable interest in the Project Site as an optionee to lease the Project Site from Syufy Enterprises.

Section 1.8 **“Development Impact Fees”** shall mean monetary exactions which are charged by City in connection with any approval, permit or entitlement relating to development, for the purpose of financing all or a portion of the cost of public facilities, programs or services related to the Project, including but not limited to any Fair Share Fees, other Assembly Bill 1600 fees (pursuant to the Mitigation Fee Act [California Government Code section 66000 et seq]), general facilities fees, parks facilities fees, fire fees, sewage fees, water fees, or police fees.

Section 1.9 **“Effective Date”** is the date this Agreement is executed by the City Manager.

Section 1.10 **“Enacting Ordinance”** means City Ordinance No. New-Ord 21, enacted by the City Council on (date), March 10, 2025, approving this Agreement. This Agreement shall constitute a part of the

Enacting Ordinance as if incorporated therein in full, and a copy of this ordinance is attached hereto as Exhibit F.

Section 1.11 **“Existing Ordinances”** means Ordinances in effect as of the Vested Rights Date of this Agreement. City has separately compiled the Existing Ordinances and intends to maintain them in an appropriate file indexed to this Agreement. Developer has reviewed said compilation, as of the time of this Agreement, and agrees thereto; for convenience, some of the Existing Ordinances are attached hereto in Exhibit E. Developer shall have the right to waive its vested rights as to any particular vested law, regulation, development standard, Existing Ordinance or other requirement, at its sole discretion, consistent with the terms of Section 3.2 of this Agreement.

Section 1.12 **“Fair Share Fees”** shall be those existing fees for development enacted pursuant to Daly City Municipal Code Chapter 3.36, including any fees for City administrative facilities, fire facilities and equipment, libraries, police facilities and equipment, community recreation centers, street improvements, and water and sewage facilities.

Section 1.13 **“Force Majeure Event”** refers to delay or other circumstances that materially and negatively impact Developer’s ability to develop this Project as contemplated in the Project Approvals, including this Agreement and its Exhibits, including but not limited to: acts of God, including without limitation floods, earthquakes, fires, pandemics, casualties; acts of war or civil unrest, a public enemy, terrorism, insurrections, riots, mob violence, sabotage, and malicious mischief; strikes, walk-outs, labor disputes, and other labor stoppages; unfavorable market conditions, including without limitation a recession or depression, that render development economically and otherwise infeasible; delay attributable to the actions or inaction of any governmental agency, including without limitation delays in the issuance of permits, approvals, or other actions required for development of the Project, including without limitation Project Approvals and Subsequent City Approvals, or the enactment of conflicting state or federal laws or regulations; delays of the City in processing any Subsequent City Approval beyond periods of time permitted by law or required by this Agreement; boycotts or other shortages or limits on the availability of necessary equipment, materials, or supplies; failure of transportation (but not attributable to a mere increase in price unless such price is commercially unreasonable and will extend for a period of time under the circumstances); a development moratorium (including but not limited to a sewer or water moratorium) approved by the City or other entity having jurisdiction; environmental conditions on the Project Site or other properties in the vicinity; any litigation, administrative action, or judicial or administrative decision, ruling, or order preventing or delaying the development of the

Project or adversely affecting the ability of the City, Developer to obtain financing for the Project; the commencement of circulation of an initiative or referendum petition or the filing of any court action to set aside or modify this Agreement, the Project Approvals, or any Subsequent City Approvals; delay attributable to insufficient water available to serve the Project or any phase or portion thereof; or any delay claimed by a party in the performance of any term, covenant, condition or obligation under this Agreement caused by a default of the other party. For the purpose of this definition, a cause shall be beyond the control of the party whose performance would otherwise be obligated only if such cause would prevent or hinder the performance of an obligation by any reasonable person similarly situated and shall not apply to causes peculiar to the party claiming the benefit of a Force Majeure Event (such as the failure to order materials in a timely fashion).

Section 1.14 **“Future Ordinances”** means Ordinances enacted after the Vested Rights Date of this Agreement (including amendments which may be made to Existing Ordinances). Any ordinance amendment to the Project Approvals that is sought by Developer and approved by the City shall not be considered a “Future Ordinance.”

Section 1.15 **“Ordinances”** means the ordinances, resolutions, codes, rules, regulations and official policies of City governing the permitted uses of land, density, design, improvement, and construction standards and specifications applicable to the use and development of the Project Site. Said Ordinances include without limitation City’s General Plan, Zoning Ordinance, and construction codes.

Section 1.16 **“Planning Commission”** is the Planning Commission of the City.

Section 1.17 **“Project”** means the planned development of the Project Site or a portion thereof as an energy storage system, as further described in Recital C and in the Project description in the CEQA document analyzing development at the Project Site, both incorporated herein by reference.

Section 1.18 **“Project Approvals”** shall mean this Agreement and its Exhibits; a General Plan amendment; a Zone Change; a Use Permit; Design Review; ROW encroachment authority any other land use entitlements or agreements related to the Project that are considered and approved by the City concurrent with this Agreement; and any and all amendments to the foregoing that are sought by Developer and approved by the City. As used in this Agreement, the phrase “other Project Approvals” shall refer to the Project Approvals other than this Agreement. The other Project Approvals cover all phases and aspects of development and operation of the Project as described in the Project description.

Section 1.19 **“Project Site”** or **“Site”** means that certain real property graphically depicted on Exhibit A and legally described in Exhibit B.

Section 1.20 **“Subsequent”** means occurring after the Effective Date.

Section 1.21 **“Subsequent City Approvals”** means any subsequent land use or development permits, approvals, or entitlements applied for by Developer or its successors in interest, assigns, agents, development partners, lessees, licensees, or sublessee with respect to development of the Project Site, including but not limited to:

- (a) Development Applications and Conformance Review, including Design Review
- (b) Amendments to the Project Approvals
- (c) Site Improvement Plans
- (d) Environmental Review pursuant to the California Environmental Quality Act
- (e) Ministerial grading permits, building permits, demolition permits/approvals, and/or certificates of occupancy for all phases of the Project.

Section 1.22 **“Vested Rights Date”** means December 1, 2025.

ARTICLE 2: LIST OF EXHIBITS

[PROPOSED EXHIBIT LIST]

EXHIBIT A: SITE MAP

EXHIBIT B: LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT C: MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT D: FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

EXHIBIT E: COPY OF EXISTING ORDINANCES

EXHIBIT F: ENACTING ORDINANCE

EXHIBIT G: ROW ENCROACHMENT AUTHORIZATION

ARTICLE 3: DEVELOPMENT OF PROJECT SITE

Section 3.1 General Vested Right. Developer shall have the vested right to develop the Project on the Project Site in accordance with the Applicable Ordinances, Project Approvals, and any subsequent amendments to the Project Approvals that are sought by Developer and approved by the City, and City shall have the right to regulate development and use of the Project Site in accordance with the provisions of this Agreement.

Section 3.2 Applicable Ordinances. Subject to the terms of this Agreement and the other Project Approvals and any amendments thereto, the Existing Ordinances shall control the permitted uses of the Project Site, the density and intensity of such uses, the maximum height and size of proposed buildings, the requirements for reservation and dedication of land for public purposes, and development standards. Except as otherwise provided in exceptions to vested rights below, to the extent that any Existing or Future Ordinances purport to be applicable to the Project Site but are in conflict with this Agreement or the other Project Approvals, the Agreement and Project Approvals shall prevail. Developer shall have the right, at its sole election, to waive any of the foregoing vested rights, in whole or in part, in conducting construction or operations on the Project Site or in pursuing any particular Subsequent City Approval or other entitlement or permit. The ordinances that govern pursuant to this Section 3.2 shall be known as the **"Applicable Ordinances."**

The parties acknowledge that Developer cannot at this time predict when or at what rate the Project will be constructed. Such decisions depend upon numerous factors that are not all within Developer's control. In exchange for Developer's Extraordinary Benefits identified herein, DCMC Section 17.44.100 regarding the expiration of a use permit if not initiated within a year shall not be applicable to the Project and is therefore not an Applicable Ordinance.

Section 3.3 City Conditions. This Agreement shall not prevent the City from denying or reasonably conditioning approval of any application for a Subsequent City Approval on the basis of Applicable Ordinances and Project Approvals, and which do not conflict with the same. In the event of a conflict between a Project Approval and any conditions of approval for the Project or Subsequent Project Approvals, the Project Approvals, including this Agreement, shall prevail.

Section 3.4 Processing of Subsequent City Approvals. The parties recognize that in order to implement the development of the Project Site as contemplated in this Agreement, Developer may require subsequent approvals, including without limitation the Subsequent City Approvals.

Provided that Developer pays all required processing fees and files full and complete applications in conformity with this Agreement, the other Project Approvals, and Applicable Ordinances, as set forth in Section 3.2, City shall expeditiously review and process all applications for Subsequent City Approvals required to develop the Project consistent with the terms of this Agreement, the other Project Approvals, and Applicable Ordinances. City shall use its best efforts to process and act upon all such applications within the time periods set forth in the Project Approvals, or in the Applicable Ordinances for those approvals not addressed in the Project Approvals.

Notwithstanding any other provision of this Agreement, no future amendment of any Existing Ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Subsequent Development Approvals in accordance with the Applicable Ordinances.

Section 3.5 Fair Share Fees and Exactions. Except as otherwise provided in this Agreement, the development of the Project under the Project Approvals, and the Subsequent City Approvals shall be subject only to those types of Fair Share Fees, exactions, and amounts of Fair Share Fees and exactions which are in effect at the time of the Vested Rights Date, subject to adjustment of fee amounts only for inflation and deflation where the Existing Ordinances have established inflation adjustment indexing. Any such Fair Share Fees applicable to an industrial battery energy storage system project shall only apply to the square footage of the battery energy storage system containers.

To the extent the City subsequently repeals or otherwise reduces a Fair Share Fee in existence at the time of the Vested Rights Date, said fee shall be reduced or no longer apply to the Project.

Section 3.6 Timing of Payment for Fair Share Fees. Any Fair Share Fees paid by Developer shall be paid at the time of issuance of building permit on a building-by-building basis.

Section 3.7 City Pass Through Fees. Sections 3.5 and 3.6 of the Agreement shall not apply to any City fees that are pass-through fees from non-City governmental agencies. For any Project Approvals or Subsequent City Approvals that incur a pass-through fee, Developer shall pay the fee lawfully required for all similarly situated projects at the time of the approval, permit, or entitlement. As used in this section, a “pass-through fee” refers to

any fee, the amount of which is set by a non-City governmental agency, and is either collected by the City for the purposes of transmitting to that same non-City governmental agency or is collected by the City for the purposes of recouping payments in the fee amount already made by the City to the non-City governmental agency.

Section 3.8 Other Governmental Permits. At its sole expense, Developer shall apply for and obtain such other permits and approvals, including without limitation Project Approvals, as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project consistent with this Agreement. City shall cooperate in good faith with Developer to obtain such permits and approvals.

Section 3.9 Application, Processing, and Inspection fees. All Subsequent City Approvals shall be subject to generally applicable application, processing, and inspection fees (including any reimbursement policies for work performed by outside plan checkers) in effect at the time the Subsequent City Approvals are issued or, if any such fees are due prior to issuance thereof, at the time the application(s) for such Subsequent City Approvals is/are filed.

Section 3.10 Exception to Vested Rights –Construction Codes. Ordinances establishing construction requirements and specifications, including without limitation the California Building Code, California Energy Code, California Green Building Standards, California Electrical Code, California Plumbing Code, California Fire Code, and California Mechanical Code, which are adopted or revised during the term of this Agreement shall apply as of the time of application for the construction and building permits for development of the Project.

Section 3.11 Exception to Vested Rights -- State and Federal Requirements. This Agreement shall not preclude the application of changes in Ordinances, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations as provided in Government Code section 65869.5, to the development and use of the Project Site. In the event that State or Federal laws, or regulations enacted after the Vested Rights Date of this Agreement, or actions by any governmental jurisdiction other than City, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in Project Approvals or Subsequent City Approvals issued by City, this Agreement shall be automatically modified, extended, and/or suspended to the extent reasonably necessary to comply with such State or Federal laws or regulations.

Section 3.12 Developer's Extraordinary Benefit Obligations – Corporate Goodwill Contributions to Community Organizations. Developer shall provide at least \$250,000 in corporate goodwill donations (including donations made prior to the Effective Date of the Agreement) that benefit the public within five years of issuance of a certificate of occupancy for phase one of the Project. Developer has and shall continue to make a good faith effort to work closely with elected officials, community leaders, and local stakeholders to identify and prioritize the initiatives that will best serve the needs and interests of local residents. Such initiatives may include, but are not limited to, sponsorship packages and donations to local organizations, participation in local community engagement events to strengthen community ties and actively engage with residents, and the awarding of STEM scholarships to students graduating from Jefferson and Westmoor High Schools. Any time after the fifth anniversary of the certificate of occupancy on the phase one of the Project, upon written request from the City, Developer shall provide the City's Director of Finance and Administrative Services Department an itemized accounting of at least \$200,000 in corporate goodwill donations (including donations made prior to the Effective Date of the Agreement.)

Section 3.13 Developer's Extraordinary Benefit Obligations – Corporate Goodwill Contributions to Recreational Community Organizations. Developer shall provide at least \$250,000 in corporate goodwill donations supporting partnerships with local community-based organizations with a mission to expand recreational opportunities within five years of issuance of a certificate of occupancy for phase one of the Project. Any time after the fifth anniversary of the certificate of occupancy on the phase one of the Project, upon written request from the City, Developer shall provide the City's Director of Finance and Administrative Services Department an itemized accounting of at least \$250,000 in corporate goodwill donations to one or more local community-based organizations with a mission to expand recreational opportunities.

Section 3.14 Developer's Extraordinary Benefit Obligations – Sales Tax Guarantee.

(a) During the Term of this Agreement, to the extent feasible and allowed by applicable law, Developer agrees to use commercially reasonable efforts to maximize the total amount of all Sales and Use Tax Revenue received by the City from development and construction of the Project, for the purchase, sale or use of any and all materials, equipment, fixtures or other items upon which sales or use tax is due, including any and all sales or use tax due from any third party vendors or other contractors involved in the development and construction of the Project pursuant to the terms and conditions of a contractual agreement with Developer or its contractors ("**Project Sales and**

Use Tax Revenue“). It is anticipated the City will receive a total of at least Three Million Dollars (\$3,000,000.00) in Project Sales and Use Tax Revenue in the Project’s first development phase and One Million Dollars (\$1,000,000.00) in the Project’s second development phase. At the end of the first full City fiscal year following completion of each phase of the Project to its operational stage connected to the electrical grid, once the data is available, the City shall provide Developer with an accounting, identifying the amount of all Project Sales and Use Tax Revenue received in relation to the Project, including funds received in preceding City fiscal years prior to completion of the Project as applicable. If the City determines that amount of Project Sales and Use Tax Revenue received by the City is less than \$3,000,000.00 for the first phase or \$1,000,000.00 for the second phase, the City shall invoice Developer for the difference (i.e., \$3,000,000.00 less the amount of Project Sales and Use Tax Revenue actually received for phase one and \$1,000,000.00 less the amount of Project Sales and Use Tax Revenue actually received for phase two) and provide Developer with the information relied upon by the City in making such determination. Developer shall have thirty (30) days to either remit payment to the City’s Director of Finance and Administrative Services Department or provide any comments or additional information to the City regarding the amount of the Project Sales and Use Tax Revenue, which the City shall consider in good faith. No later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing whether its determination of the Project Sales and Use Tax Revenue has changed and, if so, issue a revised invoice to Developer. Developer will remit payment to the City’s Director of Finance and Administrative Services Department within thirty (30) days of receipt of such notice, regardless of whether or not the invoice has been revised.

(b) Developer shall timely report and pay all sales and use taxes relating to the Project in accordance with the laws, rules and regulations applicable to such payment.

(c) Once available to Developer, Developer shall supply the City with information to assist the City in determining the Project Sales and Use Tax Revenue. Such information may include (i) sales and use tax returns filed with the California Department of Tax and Fee Administration (“**CDTFA**”) by Developer or its contractors, (ii) invoices relating to Developer’s or its contractors’ purchase of taxable items in connection with the development or operation of the Project, (iii) business records reflecting payment of sales or use tax to vendors or the CDTFA relating to purchase or use of taxable items in connection with the development or operation of the Project, and/or (iv) names of contractors, vendors, or other parties who may remit sales or use tax to the CDTFA in connection with the development or operation of the Project. For the avoidance of doubt, nothing in this Section 3.14(c) shall

require Developer to provide each of the items enumerated in this subsection or prohibit Developer from providing additional information as contemplated by Section 3.14(a).

(d) Project Sales and Use Tax Revenue shall be deemed to have been received by the City if and to the extent the CDTFA elects to offset the payment of any such Project Sales and Use Tax Revenue against any other obligations of the City.

Section 3.1415. Developer's Extraordinary Benefit Obligations – Contribution to Improvement of City Parks and Open Space. Prior to the issuance of the occupancy permit for phase one of the Project, Developer shall tender to the City's Director of Finance and Administrative Services Department a \$400,000.00 contribution for the City's use in improving the City park and open space areas ("**Park Projects**"). Prior to the issuance of the occupancy permit for phase two of the Project, Developer shall tender to the City's Director of Finance and Administrative Services Department a \$100,000.00 contribution for the City's use in improving the Park Projects. For the sake of clarity, the Park Projects are City public improvement projects with independent utility from the Project, for which the City is responsible for processing all necessary entitlements. The City shall include Developer in, and publicly recognize Developer's contribution during, all groundbreaking or other ceremonies celebrating any City Park Project improvement funded or partially funded pursuant to this Agreement.

Section 3.1416. Developer's Extraordinary Benefit Obligations – Fire Safety Training. Developer shall pay for a third-party expert to provide a training for City fire department employees on the proper strategies for safely responding to a BESS fire incident.

Section 3.17. Developer's Extraordinary Benefit Obligations – Neighborhood Beautification. Above and beyond the City-approved landscape plan for the Project, Developer shall establish a minimum \$1 Million Beneficial Fund for the Cow Palace to use, at its sole discretion, for the following items:

(a) Coordinated removal of eucalyptus trees, replacing with mature trees to re-establish the existing wind break;

(b) Beautification of the Project's exterior walls with possible murals and/or art panels, and/or light displays directed by Cow Palace;

(c) Landscaping with elements to be decided by Cow Palace;

Installation of all beautification elements shall be allowed to take place in conjunction with the construction of the Project, on a schedule amenable to the Cow Palace. For the sake of clarity, the Parties agree that any and all beautification elements made to the Project Site, as directed by the Cow Palace, require the approval of the Developer. Funds will be placed in a separate account held by the Cow Palace within 10 days upon signing of a to-be-developed agreement between Cow Palace and Developer.

Section 3.18. Developer's Extraordinary Benefit Obligations – School Solar Project. Developer shall fund the installation of a solar project for the Bayshore Elementary School (School) that is mutually acceptable in size between Developer and the School. For the sake of clarity, this School Solar Project is a School public improvement project with independent utility from the Project, for which the School will be responsible for processing all necessary entitlements.

Section 3.19. Developer Extraordinary Benefit Obligation – Additional Community Outreach. Notwithstanding the City's compliance with all legal noticing requirements for the Project, prior to commencement of construction, Developer shall host additional public outreach meetings targeted to and for the Bayshore Neighborhood.

Section 3.20. ROW Encroachment Authorization. By entering into this Agreement, the City hereby grants Developer encroachment authorization into, under, over and through City rights-of-way and public service easements for development of the Gen-tie line and appurtenant project facilities in accordance with the terms of the ROW Encroachment Authorization attached hereto as Exhibit G.

Section 3.1521. Development Intensity, Permitted Uses, Maximum Height and Size, Dedication of Land for Public Purposes. Consistent with Government Code Section 65865.2, the Project's development intensity, permitted uses, maximum height and size limitations, and any applicable requirements for dedication of land for public purposes are those described in the other Project Approvals and are incorporated herein by reference.

Section 3.1622. City Support for Gen-Tie Line Easement. City shall support Developer's application to the Housing Development Finance Agency for approval of a Grant of Easement in a form and substance substantially similar to the Easement Agreement attached hereto as Exhibit H, including all related approvals. Nothing herein shall be interpreted as obligating the Housing Development Finance Agency to grant the Easement Agreement. Both Parties acknowledge that the Housing Development Finance Agency's determination shall be independent and informed on the merits following a public hearing.

Section 3.~~17~~²³. City's Extraordinary Benefit for Easement Agreement. Developer shall provide an additional \$25,000 to the City for the same purposes as those identified in Section 3.13 should the Housing Development Finance Agency grant the Easement Agreement and all related approvals, and Developer applies for and is granted a building permit to develop within the easement area described in the Easement Agreement. Payment shall be tendered to the City within five (5) business days of either (i) City issuance of a certificate of occupancy for phase one of the Project, or (ii) City granting a building permit pursuant to this Section of the Agreement, whichever is later.

Section 3.~~18~~²⁴. Gen-Tie Route Options. Developer shall have the option to develop the gen-tie line through either the easement area described in Easement Agreement or any other location that substantially conforms to the location depicted in the Project's approved site plan. Substantial conformance shall be liberally construed to effectuate the purpose of allowing the efficient transmission of power between the battery energy storage system and the electrical grid.

ARTICLE 4: PERIODIC REVIEW OF AGREEMENT

Pursuant to Government Code Section 65865.1, the City's Planning Manager shall conduct an annual review of this Agreement to ascertain the parties' good faith compliance with its terms. Upon request, Developer shall provide the City's Planning Manager with information reasonably necessary to carry out this determination. If the Planning Manager finds, after an administrative review, that Developer is in good faith compliance with this Agreement, the Planning Manager shall issue Developer a certificate of compliance. If the Planning Manager finds Developer is not in good faith compliance with this Agreement, then the Planning Manager shall notify Developer and schedule a meet and confer with the Developer to discuss the alleged non-compliance. Following the meeting, if the Planning Manager determines the Project is in fact not in compliance, then the Planning Manager shall notify the Developer in writing. Developer shall 30 days to either submit a written plan for bringing the Project back into compliance or appeal the notice of non-compliance to the City Council. If after such hearing the City Council determines Developer is not in good faith compliance with this Agreement, City may pursue available rights and remedies in accordance with this Agreement. If the Planning Manager does not initiate an annual review in any given year, Developer shall be deemed to be in good faith compliance with this Agreement.

ARTICLE 5: AMENDMENT

Section 5.1 In General. This Agreement may be canceled, modified or amended only by mutual written consent of the parties, in accordance with the provisions of Government Code Sections 65867, 65867.5 and 65868. No amendment shall disturb the Vested Rights Date, scope, or other element of the rights vested under Article 3 of this Agreement.

Section 5.2 Major Amendments. Any amendment to this Agreement concerning the legal boundaries of the Project Site as depicted in Exhibits A and B, Developer's obligations as stated in Sections 3.12, 3.13 or 3.14, or the Agreement's provisions regarding fees and exactions in Section 3.5 shall be considered a Major Amendment and shall require giving of notice and a public hearing before the Planning Commission and City Council pursuant to the provisions of Section 5.1 above. Any amendment to any of the other Project Approvals shall be governed by the terms of those documents and shall not require any amendment to this Agreement.

Section 5.3 Minor Amendments. The parties acknowledge that refinement and implementation of the Project might demonstrate that certain minor changes might be appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the parties find that clarifications, minor changes, or minor adjustments are necessary and do not constitute a Major Amendment under Section 5.2, they shall effectuate such clarifications, minor changes, or minor adjustments through a written Minor Amendment approved in writing by Developer and the City Manager. Unless otherwise required by law, no such Minor Amendment shall require prior notice or hearings, nor shall it constitute an amendment to this Agreement as defined by the Government Code.

ARTICLE 6: GENERAL PROVISIONS

Section 6.1 Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site, and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Project Site and all successors in interest to the parties hereto.

Section 6.2 Term. The Term of this Agreement shall commence upon the Effective Date and extend until the expiration of thirty (30) years after the Effective Date.

Notwithstanding the foregoing, the Term of this Agreement shall be automatically extended for the period that development is prevented or delayed, in whole or in part, due to a Force Majeure Event. At any time, any party claiming an extension as a result of a Force Majeure Event shall provide the other party with written notice of such extension, the reason for the delay and an estimated length of delay. Upon the other party's receipt of such notice, the period of time for performance of any obligation or duty shall be automatically extended for the period of the Force Majeure Event, unless the other party objects in writing within thirty (30) days after receiving the notice. In the event of such objection, the parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached at the conclusion of the meet and confer session(s), either party may initiate dispute resolution proceedings as set forth in Section 6.7 of this Agreement.

The Term may also be extended upon mutual written consent by both parties.

Expiration of this Agreement shall have no legal effect on any other Project Approval, including but not limited to the General Plan Amendment, Zone Change, Use Permit, ROW encroachment authorization and Design Review, and their applicability to the Project.

Section 6.3 Default: Remedies; Termination. Failure or unreasonable delay by either party to perform any obligation under this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the prior paragraph, after notice and expiration of the thirty (30) day period without cure, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868. Following any such City notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865.1, 65867 and 65868. Following consideration of the evidence presented in said review before the City Council, and a determination by the

City Council based thereon, the City may give written notice of termination of this Agreement to the other party.

For any default relating to the Project, any such remedies shall be limited to specific performance, injunctive or declaratory relief (and the right to recover reasonable attorney's fees in connection with such proceedings). The waiver by either party of any default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 6.4 Enforced Delay: Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to a Force Majeure Event.

Section 6.5 Cooperation in the Event of Third-Party Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of Project Approvals or Subsequent City Approvals for the Project, the parties hereby agree to cooperate in defending said action or proceeding.

Section 6.6 Effect of Termination. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect Developer's obligation to comply with the standards, terms and conditions of any other Project Approvals or Subsequent City Approvals issued with respect to the Project Site or any portion thereof; nor shall it affect any covenants of Developer which are specified in this Agreement to continue after termination.

The following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect: (1) Section 6.5 (Cooperation in the Event of Third-Party Legal Challenge) and (2) Section 6.7 (Legal Actions; Remedies; Attorney's Fees).

Termination of this Agreement shall have no legal effect on any other Project Approval, including but not limited to the General Plan Amendment, Zone Change, Use Permit, Design Review, and ROW encroachment authorization.

Section 6.7 Legal Actions; Remedies; Attorney's Fees. Subject to the provisions of Section 6.3, in addition to any other rights and remedies, either party may institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, and enjoin any threatened or

attempted violation or enforce by specific performance the obligations and rights of the parties hereto. In no event shall either party or its officers, agents or employees be liable for monetary or other damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal remedy available to either party for a breach or violation of this Agreement by the other party shall be a legal action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement. In any such legal action, the prevailing party, as defined in CCP § 1032, shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

Section 6.8 Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California and City, as they may be amended, provided that such amendments do not substantially alter the rights granted to the parties by this Agreement. Both parties and their legal counsel have reviewed this Agreement and agree that any rule that ambiguities are to be construed against the drafting party shall not apply. This Agreement, including the text and all Exhibits hereto, is intended to be interpreted as an integrated whole. Where provisions appear to be in conflict, they will be harmonized if possible. In the event that an irreconcilable conflict exists between the Agreement text and one or more of the Exhibits, the text shall control. In the event that an irreconcilable conflict exists between the Agreement and one or more of the other Project Approvals or Mitigation Monitoring and Reporting Program, the Agreement shall control.

Section 6.9 No Joint Venture, Partnership or Agency. It is specifically understood and agreed by City and Developer that the development of the Project Site is a non-City development. No partnership, joint venture, agency or other association of any kind between City and Developer is formed by this Agreement. The only relationship between City and Developer is that of a governmental entity regulating the development. City and Developer agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers, partners or agents of one another.

Section 6.10 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

Section 6.11 Further Documents. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of

either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 6.12 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth on the below:

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

with a copy to: City of Daly City
333 90th Street
Daly City, CA 94015
Attn: City Attorney

Developer: Cormorant Energy Storage, LLC
c/o Arevon Energy
8800 North Gaaney Center Drive
Suite 100
Scottsdale, AZ 85258
Attn: Director of Development – Energy Storage

with a copy to: Sheppard, Mullin, Richter & Hampton LLP
501 W. Broadway, 18th Floor
San Diego, CA 92101
Attn: Jeffrey W. Forrest, Esq.

Section 6.13 Assignment; Collateral Transfer; Mortgagee Protection.

(a) The rights and obligations of Developer hereunder shall not be assigned or transferred, except that on no less than thirty (30) days written notice to City, Developer may assign all or a portion of Developer's rights and obligations hereunder to any person or persons, limited liability company, partnership, corporation, or any other entity who purchases all or a portion of Developer's right, title and interest in the Project, provided such assignee or grantee assumes in writing each and every obligation of Developer hereunder yet to be performed with respect to the assigned portion of the Project, and such assignee or grantee shall have the same assignment and transfer rights and obligations. The notice to City shall include the identity of any such assignee or grantee and a copy of the written assumption of the assignor's or grantor's obligations hereunder pertaining to the portion assigned or transferred. After such notice, the assignor or grantor shall have no further obligations or liabilities hereunder. Notice under this Section shall not be required for an assignment or transfer to the extent resulting from a restructuring or name change involving Developer and affiliated entities. Notwithstanding anything in this Agreement, Developer may implement its obligations under this Agreement through the use of Developer employees, representatives, agents, contractees, and other third parties selected by Developer. In the event of a partial assignment, a default of the assignee shall not be deemed a default of the Developer and a default of the Developer shall not be deemed a default of the assignee.

(b) Without limiting the generality of the foregoing, Developer may, without prior written notice to the City, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and/or the Project and its related facilities to any Mortgagee (defined below). However, Developer shall give the City notice information as to any Mortgagee, and thereafter, the City shall deliver any Notice of Default to any Mortgagee at the same time it delivers any Notice of Default to Developer. Each Mortgagee shall have the right, but not the obligation, to cure the Event of Default. The cure period available to Mortgagee shall be extended for the time period reasonably required for Mortgagee to obtain possession of the Property, provided that Mortgagee diligently and continuously proceeds to use commercially reasonable efforts to so obtain possession of the Property and to complete such cure. Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. However, in the event a court determines this Agreement is terminated due to the bankruptcy or insolvency of Developer, upon the written request of any Mortgagee, the City shall agree to a development agreement with such Mortgagee(s) on substantially similar

terms and conditions as agreed to herein). “**Mortgagee**” as used herein shall mean a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or any party providing tax equity financing in connection with the Project, and each of their respective successors and assigns.

(c) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

Section 6.14 Authorized Applicants for Project Approvals. Notwithstanding anything else in this Agreement, the following may apply for Subsequent City Approvals: successors, assignees, or grantees of Developer; and any third party with the written consent of Developer, including without limitation any agents, joint development partners, lessees, licensees, or sublessees.

Section 6.15 Right to Lease Project Facilities. Notwithstanding anything else in this Agreement, the parties acknowledge and agree that nothing in this Agreement prohibits Developer from leasing or licensing any portion of the Project Site (each a “**Project Component**”) to affiliated or third parties for any purpose consistent with the terms of this Agreement, including, but not limited to constructing, operating, subleasing, and any other permitted use. Any such lease, license, or sublease of a Project Component will not require any notification to or consent by the City provided that the tenant or occupant is required, in the subject lease, license, or sublease, to comply with the obligations and requirements of this Agreement that would be applicable to the Project Component occupied or used by such tenant, licensee or occupant. The parties agree that, if Developer and a third party enter into a lease or license (or like rights to use and operate) for a Project Component, then if a default occurs that is caused by the use or operation of such Project Component, then any enforcement or remedy for such default other than specific enforcement, declaratory relief and any attorney’s fees and costs for such proceedings, shall be further subordinated to the interests of any ground lease tenant, leasehold mortgagee or other interest holder in the Project Component, and the City will enter into a subordination agreement confirming such subordination in the form reasonably required by the interest holder in such Project Component.

Section 6.16 Entire Agreement. This written Agreement, including the Exhibits hereto, contains all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior or contemporaneous correspondence, drafts, memoranda, agreements, warranties or representations are superseded in total by this Agreement. This Agreement

also supersedes any previous development agreements or land use entitlements that may affect or govern the Project Site or its development.

Section 6.17 No Third Party Beneficiaries. This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement, including without limitation its Exhibits, for any cause whatsoever.

Section 6.18 Recitals Not Incorporated. The Recitals preceding this Agreement are not incorporated into this Agreement and are not part of the representations or the entire agreements between the parties with respect to the subject matter hereof.

Section 6.19 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

Section 6.20 Warranty of Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

Section 6.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one and the same Agreement.

Section 6.22 Recordation. Within ten (10) days after the Enacting Ordinance takes effect, the City Manager shall execute this Agreement on behalf of City, and the City Clerk shall record this Agreement with the San Mateo County Recorder. If this Agreement is terminated, modified or amended pursuant to Article 5 or 6 of this Agreement, the City Clerk shall record notice of such action with the San Mateo County Recorder.

Section 6.23 No Obligation to Construct. Nothing herein shall be interpreted as requiring Developer to construct phase one or phase two of the Project and Developer shall not be required to fulfill extraordinary benefit obligations related to any phase not constructed.

Section 6.24 No Discrimination. Developer covenants that, by and for itself, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital

status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement.

Section 6.25 Estoppel Certificates. Either party hereto (or a Mortgagee) may at any time during the Term deliver written notice to the other party requesting an estoppel certificate ("**Estoppel Certificate**"):

- (a) certifying that the Agreement is in full force and effect and is a binding obligation of the parties hereto;
- (b) certifying that the Agreement has not been amended or modified or, if so amended or modified, identifying such amendments and/or modifications;
- (c) certifying that there are no existing defaults under the Agreement to the actual knowledge of the party signing the Estoppel Certificate, or if there are any, identifying the same; and
- (d) containing any other reasonable certifications that may be requested by either Party (or a Mortgagee).

A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within ten (10) business days after receipt of the request. Failure to timely deliver an Estoppel Certificate shall be deemed to certification of the requested certifications ("**Deemed Estoppel Certificate**"). An Estoppel Certificate or Deemed Estoppel Certificate may be relied on by Developer's assignees and Mortgagees.

Section 6.26 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code §§ 1091 or 1091.5.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

Developer:

CORMORANT ENERGY STORAGE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

City:

CITY OF DALY CITY,
a municipal corporation

By: _____

Name: _____

Title: _____

Approved as to form:

CITY ATTORNEY

By: _____

Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On _____, 202__, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of

STATE OF _____

COUNTY OF _____

On _____, 202__, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

On _____, 2025, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

EXHIBIT A

[PLACEHOLDER FOR SITE MAP]

DRAFT

EXHIBIT B

[PLACEHOLDER FOR LEGAL DESCRIPTION]

DRAFT

EXHIBIT C

[PLACEHOLDER FOR MITIGATION MONITORING AND REPORTING PROGRAM]

DRAFT

EXHIBIT D

[PLACEHOLDER FOR FINDINGS PURSUANT TO THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT]

DRAFT

EXHIBIT E

[PLACEHOLDER FOR COPY OF EXISTING ORDINANCES]

DRAFT

EXHIBIT F

[PLACEHOLDER FOR ENACTING ORDINANCE]

DRAFT

EXHIBIT G
ROW ENCROACHMENT AUTHORIZATION
[SEE PAGE THAT FOLLOWS]

DRAFT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cormorant Energy Storage, LLC
c/o Arevon Energy, Inc.
8800 N. Gainey Center Dr., Suite 100
Scottsdale, AZ 85282
Attn: Asset Management

THIS SPACE ABOVE FOR RECORDER'S USE

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “**Agreement**”) is entered into as of _____, 202__, (the “**Effective Date**”) by and between the City of Daly City, a municipal corporation of the State of California (the “**City**”), and Cormorant Energy Storage, LLC, a Delaware limited liability company (collectively with any successors-in-interest “**Cormorant**”). The City and Cormorant may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. Cormorant is leasing certain real property located within the City for purposes of developing and operating a battery energy storage system (the “**Project**”).
- B. Cormorant desires to install, operate and maintain a generation interconnection line and related appurtenances within certain of the City’s public rights-of-way in connection with Cormorant’s operation of the Project, as further set forth herein.
- C. The City has the authority to regulate the terms and conditions for the use of public rights-of-way within the City consistent with applicable law and has determined that the rights granted to Cormorant herein will not adversely affect the City’s obligation to provide for and protect the public health, safety and general welfare.
- D. Subject to the terms and conditions of this Agreement, the City is willing to grant Cormorant the right to encroach into certain public rights-of-way, as further set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

This Agreement shall run with the land.

The City hereby grants Cormorant the right to encroach into those certain public rights-of-way more commonly known as [Carter Street, Martin Street and Schwerin Street] (collectively, the “**ROW**”) within that certain area more particularly described on Exhibit A attached hereto and incorporated herein and depicted on Exhibit B attached hereto and incorporated herein (such area, the “**Encroachment Area**”) for purposes of (the following purposes, the “**Permitted Purposes**”) installing, inspecting, operating, repairing, replacing, removing from time-to-time, modifying and maintaining a generation interconnection line and related appurtenances (the “**Encroachment**”).

Cormorant shall conduct the Permitted Purposes in a safe and sanitary manner at the sole cost, risk and responsibility of Cormorant.

With respect to any liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorneys’ fees, damages, expenses or payments that the City may sustain or incur in any manner for damages or injuries, including those to any person (including disability, dismemberment, illness damages, or death) or property, arising from, related to, or resulting from the Permitted Purposes or presence of the Encroachment within the ROW, Cormorant agrees to defend, indemnify, protect and hold harmless the City, its agents, officers, and employees from and against any and all liability.

Also covered by this Section 4 is liability arising from, related to, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees that may be in combination with active or passive negligent acts or omissions of Cormorant, its employees, agents or officers, or any third party. Cormorant’s duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

Cormorant further agrees to pay any and all costs the City incurs to enforce the indemnity and defense provisions of this Section 4.

If the City reasonably determines that the Encroachment interferes with, impairs or otherwise impedes the City’s use of the ROW and any abutting private property, then Cormorant shall work with the City to determine a commercially feasible plan for the relocation of the Encroachment to a new encroachment area within the City’s public right(s)-of-way at Cormorant’s sole expense (the “**Relocation Plan**”). Cormorant shall include anyone with legal and/or financial interest in the Project in the preparation of the Relocation Plan. The Relocation Plan shall be prepared within sixty (60) days of the City’s written notice to Cormorant that relocation is reasonably required, and Cormorant shall commence relocation of the Encroachment within thirty (30) days of receiving all necessary permits and/or approvals. Cormorant shall complete the relocation of the Encroachment within three hundred and sixty-five (365) days of Cormorant’s receipt of all necessary permits and/or approvals. The City’s request to relocate the Encroachment shall not be arbitrary or without reason, and the City shall give as much notice as possible to

Cormorant in the event the City reasonably determines that the Encroachment must be relocated. The City and Cormorant shall mutually agree to a new encroachment area within the City's public rights-of-way as aforesaid, and the Parties shall enter into a replacement agreement approving such new encroachment area on substantially the same terms and conditions as agreed to herein.

If the Encroachment is located over or under a public facility within the ROW, Cormorant agrees to provide an alternate right-of-way on Cormorant-controlled property or assist the City in obtaining new right-of-way, as well as relocate said public facility to a new alignment, all without cost or expense to the City, whenever it is reasonably determined by the City that the public facility cannot be economically placed, replaced, or maintained due to the presence of the Encroachment.

All rights and obligations that were acquired by the City with respect to the ROW shall remain and continue in full force and effect and shall in no way be affected by this Agreement.

Cormorant shall maintain a policy of liability insurance with the City and its respective elected officials, officers, employees, agents, and representatives named as additional insureds, in an amount approved by the City. Such policy shall protect the City from any potential claims that may arise from the Encroachment.

The terms and conditions of any permit or approval required by the City in connection with the Project, including but not limited to any permit required pursuant to Chapter 12 of the City's Municipal Code, shall be consistent with the terms and conditions of this Agreement. In the event that any permit or approval issued by the City in connection with the Project is inconsistent with this Agreement, this Agreement shall control.

This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement. This Agreement shall be recorded in the Official Records of the County of San Mateo, California.

(Signature Pages Follow)

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

CITY:

City of Daly City,
a municipal corporation of the State of
California

Thomas J. Piccolotti, City Manager

ATTEST:

K. Annette Hipona, City Clerk

APPROVED AS TO FORM:

Rose Zimmerman, City Attorney

IN WITNESS WHEREOF, Cormorant has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

CORMORANT:

Cormorant Energy Storage, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Encroachment Area

(See Attached)

DRAFT

EXHIBIT B

Depiction of Encroachment Area

(See Attached)

EXHIBIT H
FORM OF EASEMENT AGREEMENT
[SEE PAGE THAT FOLLOWS]

PREPARED BY AND
WHEN RECORDED RETURN TO:
Cormorant Energy Storage, LLC
c/o Arevon Energy
8800 N. Gainey Center Dr., Suite
100
Scottsdale, AZ 85258
Attn: Asset Management

APN:

(SPACE ABOVE FOR RECORDER'S USE)

THE UNDERSIGNED DECLARES
DOCUMENTARY TRANSFER TAX is \$ _____,
computed on the full value of the interest or property conveyed.

AGREEMENT FOR GRANT OF EASEMENT

_____ This AGREEMENT FOR GRANT OF EASEMENT (this "**Agreement**") is made as of _____, 2025 (the "**Effective Date**") by and between the Housing Development Finance Agency of the City of Daly City ("**Grantor**"), and Syufy Enterprises, a California limited partnership (together with its transferees, successors, and assigns, collectively "**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. _____ Grantor is the Housing Successor to the former Daly City Redevelopment Agency and retained all rights and responsibilities pursuant to California Health and Safety Code section 34176 relating to that certain real property located in the City of Daly City, County of San Mateo, California and more particularly described on Exhibit A attached hereto and incorporated herein (the "**Grantor Property**").

B. _____ Grantor is subject to compliance with California Health and Safety Code section 34176.1 with respect to the use of the Grantor Property as a housing asset of the former Daly City Redevelopment Agency.

C. _____ Grantee is the owner of that certain real property located in the City of Daly City, County of San Mateo, California and more particularly described on Exhibit B attached hereto and incorporated herein (the "**Grantee Property**").

D. _____ Grantor desires to convey a non-exclusive Easement to Grantee over a portion of the Grantor Property near the Grantor Property perimeter where it will not interfere with future housing development, will create a utility easement corridor useful to Grantee and potential future housing development, and generate proceeds from the sale of the Easement that shall be used for housing purposes, all under such terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENTS

1. **Grant of Easement.** Grantor hereby grants to Grantee the following perpetual, non-exclusive easement ("**Easement**") on, over, under, and across the Grantor Property in the area described on Exhibit C-1 and depicted on Exhibit C-2, both attached hereto and incorporated herein (the "**Easement Area**"):

(a) **Facilities Easement.** Grantee shall have a non-exclusive easement for constructing, erecting, installing, use, replacing, relocating, reconstructing, removing from time-to-time, monitoring, improving, maintaining, repairing, and operating, as applicable, including such any such rights of access and temporary use for construction, maintenance and related staging, (i) underground electrical distribution and transmission facilities, including without limitation all appropriate surface facilities, appliances and fixtures for use in connection with said facilities; and (ii) other underground utilities to serve the Grantee Property, including without limitation all appropriate surface facilities, appliances and fixtures for use in connection with said facilities (the "**Facilities Easement**").

(b) All improvements installed by Grantee pursuant to Section 2(a) shall be collectively referred to herein as the "**Grantee Improvements**".

2. **Revenue Payment; Exclusive Use of Revenue.** In accordance with the Grantee's appraisal, independently review by the City, Grantee shall remit (or cause to be remitted) fair market value ("**FMV**") of \$, within ten (10) business days of the Effective Date of the Easement and completion of an appraisal establishing the FMV of the Easement. Grantor shall use revenues from the sale of the Easement exclusively for housing purposes in compliance with California Health and Safety Code section 34176.1.

3. **No Interference.** Grantee shall have the right to quietly and peaceably hold, possess, and enjoy the Easement in perpetuity. Without limiting the generality of the foregoing, Grantor shall not, nor affirmatively permit any other party to, unreasonably interfere with Grantee's access to or use of the Easement Area, create any unsafe condition with respect to the Easement Area or the Grantee Improvements, or disrupt in any manner the use of the Grantee Improvements by Grantee. Nothing herein shall preclude Grantor from complying with its obligations relating to the use of the Grantor Property pursuant to California Health and Safety Code section 34176.1, provided that in the event performance of any such obligation(s) interferes with the Facilities Easement or Grantee Improvements the Parties shall cooperate in good faith to amend this Agreement and Easement to accommodate continued use of the Grantee Improvements.

4. **Assignment.** Grantee shall have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easement and this Agreement, whether by

assignment, lease, sublease, sub-easement, license, or any other means or manner whatsoever to any other party (an “Assignee”) without the prior consent of Grantor.

5. **Title to Grantee Improvements.** Grantee (or any Assignee) shall at all times retain title to the Grantee Improvements and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Grantor shall have no ownership, lien, security or other interest in or to any Grantee Improvements.

6. **Right to Mortgage; Mortgagee Protection.** Grantee (or any Assignee) shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easement Area, and/or the Grantee Improvements to any party providing financing in connection with the Grantee Improvements (a “Mortgagee”) without the prior consent of Grantor. Grantee shall give Grantor notice information as to any Mortgagee, and thereafter, Grantor shall deliver any notice required or permitted by this Agreement at the same time it delivers any such notice to Grantee. Each Mortgagee shall have the right, but not the obligation, to substitute itself for Grantee and perform the duties of Grantee hereunder. Upon request, Grantor shall, within twenty (20) days after written request by Grantee or any Mortgagee, execute and deliver to Grantee or any Mortgagee, a reasonable consent or agreement with such Mortgagee regarding such Mortgagee’s rights with respect to this Agreement.

7. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all obligations, liability, liens, claims, demands, loss, damage, costs (including reasonable attorneys’ fees), or causes of action (collectively, “Claims”) suffered or sustained by reason of any injury or damage to any person or property caused by (a) the use of Grantee Improvements or the Easement Area by Grantee, or (b) the presence of the Grantee Improvements within the Easement Area; provided, however, that Grantee’s indemnification obligations in this Section 6 shall not include any Claims to the extent caused by Grantor’s gross negligence or willful misconduct.

8. **Miscellaneous.**

(a) Recitals; Exhibits. The foregoing recitals and the Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement.

(b) Authority. Grantor represents, warrants, and covenants to Grantee that Grantor is the owner of the Grantor Property, including but not limited to the Easement Area, and that Grantor has a right to enter into this Agreement and convey the Easement granted in this Agreement.

(c) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer under Section 4, any Assignee, and their respective transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and

be binding upon the Grantor Property. References to Grantee in this Agreement shall be deemed to include Assignees that hold a direct or indirect ownership interest in the Easement or this Agreement.

(d) Recording of Agreement. Grantee shall cause the recordation of a duplicate original of this Agreement in the Official Records of the County of San Mateo, California promptly after execution of this Agreement. Grantor hereby consents to the recordation of the interest of an Assignee in the Easement or this Agreement.

(e) Notices. All notices or other communications required or permitted by this Agreement, shall be in writing and shall be deemed given (a) when delivered, if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as follows:

If to Grantor:

Housing Development
Finance Agency of the
City of Daly City
333 90th Street
Daly City, CA 94015

With Copy to:

[insert HDFA General Counsel]

If to Grantee:

Syufy Enterprises
150 Pelican Way
San Rafael, CA, 94901-5550

With Copy to:

Cormorant Energy Storage, LLC

c/o Arevon Energy

8800 N. Gainey Center Dr., Suite 100

Scottsdale, AZ 85258

Attn: Asset Management

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this Section.

(f) Entire Agreement. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

(h) Headings; Severability. The section captions or headings in this Agreement are intended for convenience of reference only, and may not be used to limit, expand, or otherwise interpret any provision hereof. If it is found that any provision of this Agreement is invalid, void, or unenforceable, that finding will not affect any other provisions of this Agreement, which other provisions will be severable from any invalid, void, or unenforceable provision.

(i) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. For recording purposes, separate signature and acknowledgement pages signed and acknowledged by the Parties may be affixed to a single counterpart hereof, and such counterpart and such signature and acknowledgement pages will be deemed a true and correct record hereof when recorded in the Records Office.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the Effective Date.

GRANTOR:

Housing Development Finance Agency of the
City of Daly City, as the Housing Successor to the
former Daly City Redevelopment Agency

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

IN WITNESS WHEREOF, Grantee has executed and delivered this Agreement as of the Effective Date.

GRANTEE:

Syufy Enterprises, a California limited partnership

By:

Name:

Title: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of Grantor Property

[To be added]

Exhibit B

Legal Description of Grantee Property

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS DISTANT 260 FEET AT A RIGHT ANGLE EASTERLY FROM THE SOUTHEASTERLY LINE OF CARTER STREET, AND 1,275 FEET AT A RIGHT ANGLE SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF GENEVA AVENUE FORMERLY (WALBRIDGE STREET), RUNNING THENCE SOUTHEASTERLY AND PARALLEL WITH THE SAID LINE OF GENEVA AVENUE 720 FEET, THENCE AT A RIGHT ANGLE NORTHEASTERLY AND PARALLEL WITH SAID LINE OF CARTER STREET 675 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF GENEVA AVENUE 720 FEET AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL WITH SAID LINE OF CARTER STREET 675 FEET TO THE POINT OF BEGINNING.

Exhibit C-1

Legal Description of Easement Area

[To be added]

Exhibit C-2

Depiction of Easement Area

(See Attached)