

City of South San Francisco

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, CA



Special Meeting Agenda

Wednesday, September 20, 2017

10:00 AM

**City Hall, City Manager's Conference Room
400 Grand Avenue, South San Francisco, CA**

Measure W Standing Committee of Council

NOTICE IS HEREBY GIVEN, pursuant to Section 54956 of the Government Code of the State of California, the Measure W Subcommittee of the City of South San Francisco will hold a Special Meeting on Wednesday, September 20, 2017, at 10:00 a.m., at the City Hall, City Manager's Conference Room, 400 Grand Avenue, South San Francisco, California.

Purpose of the meeting:

Call To Order.

Roll Call.

Public Comments.

MATTERS FOR CONSIDERATION

1. [Motion to approve the minutes from the meeting of March 15, 2017.](#)
2. [Report regarding update on the Measure W Community Civic Campus Master Architect procurement process. \(Marian Lee, Assistant City Manager and Dolores Montenegro, Kitchell Program Manager\)](#)
3. [Report regarding consideration of a Project Labor Agreement specifically for the Measure W Community Civic Campus project. \(Marian Lee, Assistant City Manager and Dolores Montenegro, Kitchell Program Manager\)](#)
4. [Report regarding selection of the preferred Community Civic Campus project site plan. \(Marian Lee, Assistant City Manager\)](#)

Adjournment.



MINUTES SPECIAL MEETING MEASURE W STANDING COMMITTEE

OF THE
CITY OF SOUTH SAN FRANCISCO
P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

Meeting to be held at:

CITY HALL CONFERENCE ROOM
400 GRAND AVENUE
SOUTH SAN FRANCISCO, CA

WEDNESDAY, MARCH 15, 2017
11:00 a.m.

Call to Order.

Time: 11:00 a.m.

Roll Call.

PRESENT: Councilmembers Addiego and
Garbarino.

ABSENT: None.

Public Comments – *comments are limited to items on the Special Meeting Agenda.*

None.

MATTERS FOR CONSIDERATION

1. Report regarding Measure W Citizens' Oversight Committee memorandum independently confirming Fiscal Year 2015-16 Measure W Revenues and Expenditures. (Richard Lee, Director of Finance)

Christina Crosby, Financial Services Manager gave a brief background to the members. Manager Crosby advised City Council did not approve the Fiscal Year 2015-16 Measure W Revenues and Expenditures report due to lack of documentation at their February 8, 2017 regular council meeting. She informed the members that staff has since then streamlined the process and provided more transparency.

Assistant City Manager Lee advised staff would bring the letter back to Council for approval.

Mike Brosnan, Chairperson for the Measure W Citizens' Oversight Committee, Measure W Standing Committee members and staff discussed the following to provide transparency. 1) All Measure W

Citizens' Oversight Committee materials are on Legistar for anyone with an iPad can access. In addition, staff will print the materials and will be placed in council's office for council and public review. 2) Staff will update council on a quarterly basis on the Civic Campus project.

Councilmember Addiego asked when the City would go into the bond market. Assistant City Manager Lee advised to be determined. City Manager Futrell stated the latest projection showed going to bond in year three (3).

2. Report regarding Measure W Community Civic Campus delivery option recommendation. (Marian Lee, Assistant City Manager and Dolores Montenegro, Kitchell Program Manager)

Assistant City Manager Lee introduced Dolores Montenegro, Kitchell Program Manager that presented the standing committee members with a PowerPoint presentation. She went over the design, bid and build of the project.

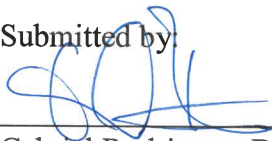
Assistant City Manager Lee stated the environmental process the project is going through is going to evaluate three (3) versions of a site plan evaluating all three (3) of them. At the end of the process, Council will need to pick one (1).

Councilmember Addiego opposed the utilitarian function and preferred the building to make a statement. Ms. Montenegro reassured the members the buildings will be state of the art facilities.

ADJOURNMENT

Being no further business, Councilmember Garbarino adjourned the meeting at 11:47 a.m.

Submitted by:



Gabriel Rodriguez, Deputy City Clerk
City of South San Francisco

Approved by:

Councilmember
City of South San Francisco



City of South San Francisco

REQUEST FOR
QUALIFICATIONS/PROPOSAL
ARCHITECTURAL SERVICES
COMMUNITY CIVIC CAMPUS PROJECT

6-12-2017



REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)

Architectural Services

CITY OF SOUTH SAN FRANCISCO COMMUNITY CIVIC CAMPUS PROJECT

June 12, 2017

I. Introduction

The City of South San Francisco ("City") is soliciting Statement of Qualifications/Proposal from Architectural firms/teams to provide design services, prepare construction documents and provide construction administration services for the Community Civic Campus Project.

Only those firms/teams short-listed through this process will be eligible to participate in the next step, which may include an interview and submittal of a full scope and fee proposal.

II. Project Description

The proposed Community Civic Campus Project (Project) is currently planned as three separate buildings (with potentially a separate above ground parking structure, under parking structure below one of the buildings and/or surface parking) and associated site work.

The proposed Community Civic Campus Project would be located on two separate parcels: One on a 7.9-acre site located at the northeast corner of El Camino and Chestnut Avenue. It is anticipated that it will consist of two buildings with potentially a separate above ground parking structure, under parking structure below one of the buildings and/or surface parking. The two buildings are an 87,000-92,000 square foot Library and Recreation Facility, and a 44,000 square foot new Police Station, which will include Information Technology (IT) and Human Resources (HR) office suites. At the southeast corner of Arroyo and Camaritas, on the west side of the City's current Municipal Services Building (MSB), a new Fire Station 63, approximately 7,250 square foot, is to be constructed. City uses in the MSB will relocate to the new Community Civic Campus facilities once built, and the MSB will be demolished with the land made available for mixed-use development.

See **Attachment A** for three Community Civic Campus site plans currently under evaluation by the City. The three site plan options are the subject of a supplemental environmental assessment, currently underway. At the conclusion of the environmental process, the City will select its preferred option.



III. Scope of Services

The City is seeking a qualified firm/team to complete campus planning, final plan level programming and design documents. Full design services will be needed for the Library and Recreation facility as its construction delivery method will be Design-Bid-Build. For the Police Station and Fire Station, the City will evaluate design progress during the schematic phase before directing the design team to proceed with full design services (for Design-Bid-Build construction delivery, inclusive of FF&E design) or developing basis of design and/or criteria documents for a Design-Build delivery method. The architectural firm/team submitting on this request must be able to address full design of these facilities, as well as prepare basis of design and/or criteria documents for a Design-Build procurement process.

The base scope of service includes preparation of the following:

1. Campus Master Plan.
2. Circulation/Access Plan which addresses bike, pedestrian, ADA, public transportation paths, and vehicular traffic as well as priority treatment necessary for policy access to and from the site.
3. 100% architectural design services for Library and Recreation Facility, including construction administration through close-out phase;
4. 50% schematic design for Police Station and Fire Station with the following two options:
 - a. Criteria Documents for DB procurement; or
 - b. 100% design and architectural services through construction.
5. Community/Stakeholder outreach including conducting public design charrettes to inform facility design.

The firm/team selected will obtain all specialty consultants/experts, including but not limited to engineers (structural, mechanical, electrical, plumbing), landscape architect, lighting, technology, sustainability (LEED), transportation, interior design, and cost estimating. The firm/team is expected to be knowledgeable of City's building and design approval process requirements.

IV. Schedule and Budget

The project schedule anticipates requiring design services through construction documentation for the Library and Recreation Facility to be completed by October 2018 and the Schematic and/or Criteria documents for Police Station and Fire Station by April 2018. The firm/team will prepare, maintain and provide to the City an active project schedule outlining all design, consultant coordination, design and team meetings, reviews, presentations, approvals and similar activities necessary to complete the project. The firm/team schedule will be incorporated into the program master schedule developed and maintained by City's Program Manager, Kitchell CEM.



The project cost estimate including hard and soft costs is \$150-\$166 million, which does not include land acquisition. See **Attachment D** for cost estimates prepared by Mack 5. The project cost estimate can be updated once the City selects one of the site plans currently being analyzed. The low range of \$150M assumes surface parking. The high range of \$166 assumes structured parking.

V. Selection Criteria

A. Minimum Criteria Requirements to be Shortlisted

Architectural firms/teams responding to this RFQ request must meet the following minimum selection criteria:

- Experience and/or working knowledge of the City of South San Francisco processes and protocols.
- Experience as Architect-of-Record on a project with a construction cost greater than \$100 million.
- Experience as Architect-of-Record on a project involving master planning inclusive of multiple facilities, as well as site work, in a campus setting.
- Experience as Architect-of-Record on a civic facility with a gross square footage greater than 100,000 sf.
- Experience as Architect-of-Record on a facility including a Library/Recreation Facility functions (including programming efforts and design of cutting-edge interactive exhibits).
- Experience as Architect-of-Record on a police facility.
- Experience as Architect-of-Record on a fire station.
- Experience as Architect-of-Record on a parking structure.
- Experience in developing criteria and/or performance-based documents used in the procurement of Design-Build delivery method.
- Experience with projects designed by a community-driven design and consensus building process.
- Have staff with LEED AP B+DC.

B. Additional Criteria for Firm/Team Evaluation

The City is seeking a firm and/or team uniquely qualified to perform the requested services. In this regard, the City will be looking at firms and/or team assembled to deliver all aspects of this program with emphasis on team inclusive of small and local businesses participation.

1. *Relevant Firm Qualifications*

- Location of office and accessibility to the projects.
- Reputation of the firm
 - Satisfaction of previous clients (client relationships).
 - Timeliness of work and ability to meet design schedules.
 - Accuracy of cost estimates.
 - Quality of construction administration services.
- Current commitments and ability of firm's team to handle simultaneous projects



and meet required schedule.

2. *Design/Relevant Project Qualifications*

- Experience in planning, design, and administering the construction of large capital improvements programs of equal size, scope, and complexity in California.
- Experience in delivering phased project programming and design services.
- Specific experience with programming, architectural design, and construction of civic facilities (inclusive of Library/Recreation functions), Police, and Fire facilities that respond to their site context and meet all program requirements. The City is seeking a design solution appropriate to the visibility and buildings that are uniquely integrated into the fabric of the open spaces of this civic campus. These buildings should highlight innovation in design and reflect 21st century thinking of multi-functional, multi-user, interactive designs.
- Demonstrated understanding of the importance of reaching consensus and moving the process forward in a participatory governance system.
- Demonstrated experience and knowledge of latest USGBC LEED standards, Cal green codes, and/or use of sustainable design concepts (including landscaping, energy savings and security by design).
- Knowledge of local and state laws, American with Disabilities Act, and other governmental requirements for public projects.
- Firm's experience in successful and timely approval of projects through all authorities having jurisdiction.

C. Criteria Weight

1. Experience and demonstrated ability of the team (30%)
2. Appropriate personnel-principals, project manager and other key personnel relevant experience and skills (20%).
3. Prime consultant and sub-consultant experience in providing similar projects (25%)
4. Overall quality of responses, and conformance with RFQ requirements of content, including overall program/project understanding, as well as approach and proposed method to accomplish the work in a timely and competent manner (25%).

VI. Submittal Format and Guidelines

Submittals must contain the following information listed in the order below:

- A. A cover letter stating interest in the Community Civic Campus Project which includes, at a minimum, the following information:
 - Statement verifying the firm/team compliance with the evaluation/selection criteria;
 - Statement describing why the firm/team considers itself best qualified to achieve the project goals and perform the work required in a responsive manner; and
 - Description of the anticipated interaction with the City.



- B. A clear description of the firm/team members with names, project responsibilities and proposed staffing numbers by phase. Identify key team members, including subconsultants, and state their titles and responsibilities relevant to design services and the scope of this program.
- C. Information on previous experience related to criteria described later in this document. The firm/team should provide names of clients and projects where the firm/team members have worked together with the following additional information:
- Names, locations, and dates of construction of projects completed in the last five (5) years
 - Name, address, phone number of client with name of contact person
 - Document firm's ability to perform the work required and bring project in on scope, schedule and budget
 - Brief description of distinguishing features
 - Photographs and drawings of applicable projects

Each submittal must conform and be responsive to the requirements set forth in this document. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The City retains the sole discretion to determine issues of compliance and to determine whether the firm/team is responsive, responsible, and qualified.

Submittals shall include divider tabs labeled with boldface headers below:

- First tab **"Cover Letter"**
- Second tab **"Firm/Team Members"**
- Third tab **"Relevant Qualifications"**
- Fourth tab **"Appendices"**

In the Appendices, please include the following:

- Resumes of key design team personnel and subconsultants (inclusive of any specialty consultants) identified in the RFQ/P submittal, which reflects: the educational backgrounds, skills and experience of such personnel in performing and providing the anticipated scope of services in response to this RFQ/P, including relevant project experience.
- For identified subconsultants, identify number and type of projects that you have worked on together.
- Current hourly fee schedule for proposed firm members(s) and prospective subconsultants.

Provide six (6) bound copies, one (1) unbound copy and one (1) electronic copy. RFQ/P responses shall be limited to 30 double-sided pages, not including Appendix. Graphics and/or presentation type materials should not exceed 11" x 17" format.



Statement of Qualifications due by **3:00 p.m. on July 14, 2017**. All requested copies of the document should be enclosed in a sealed envelope addressed to:

City of South San Francisco
City Hall – City Manager’s Office
Regarding: Community Civic Campus Project RFQ/P
Attention: Marian Lee, Assistant City Manager
400 Grand Avenue, Second Floor
South San Francisco, CA 94080

Please do not submit proprietary information or information that must be returned.

VII. Process after Short-List

Firms/Teams short-listed will be invited to submit a proposal for the Community Civic Campus project. The City will provide additional information and directions to the selected firms/teams. The City will also provide more information for final firm/team selection criteria. The City will review the proposal and may elect to interview selected proposer(s). If selected to interview, the key proposed staff will be expected to attend the interview. The interview will be an opportunity for the City’s selection committee to review the firm/team’s proposal and other matters the committee deems relevant to firm/team’s evaluation. If a firm/team is shortlisted to interview, one copy of the fee proposal will need to be delivered in a sealed envelope at the time of the interview. The sealed cost proposal will not be opened until the ranking of the interviewed firms.

The purpose of the fee proposal is to give a general indication of the likely fee for services for the each building and parking options, as described. The City reserves the right to modify and negotiate both scope of services and fees for this contract.

The successful firm/team will be informed in a timely fashion and should be prepared to commence work immediately after the selection. In the event contract negotiations are unsuccessful with the selected firm/team, the City may choose to enter into negotiations with an alternate firm/team.

The City reserves the right to accept or reject any or all responses to the RFQ/P, to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any irregularities in the RFQ/P. The City also reserves the right to accept or reject any individual subconsultant that a firm/team proposes to use.

Submission of this RFQ/P, subsequent fee proposal, and interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the firm/team. The City’s standard form of consultant agreement will form the basis of the contract between the parties.



Architectural firms may propose to work together as a team but roles and responsibilities must be clearly delineated. All legal rights and obligations between firm/team(s), if any, and the City will come into existence only when such an agreement is fully executed by all the parties and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in the agreement.

Each firm/team submitting a response to this RFQ/P acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the firm/team's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the firm/team. In addition, each firm/team acknowledges and agrees that all documentation and/or materials submitted with their response shall remain the property of the City.

VIII. Schedule / Deadline

The City reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE & LOCATION
June 12, 2017	Advertisement dates of RFQ/P	Website posting June 12, 2017 @ www.ssf.net
June 23, 2017	Deadline for submission of written questions to City concerning RFQ/P	June 23, 2017 3:00 P.M.
June 30, 2017	Answers to written questions will be posted on the City's website.	June 30, 2017 - Posted by 3:00 P.M.
July 14, 2017	Deadline for all submissions in response to RFQ/P	July 14, 2017 - 3:00 pm
August 11, 2017	Release of short-listed firm/teams selected to interview	Notified by mail
August/Sept. 2017	Interviews of short-listed firm/teams	Notified by mail - Interview timeslot will be 45 minutes.
Sept. 2017	Notification to selected firm/team	Sept. 2017
October 2017	Council Award of contract	October 2017
Oct./Nov. 2017	NTP Issued	Oct./Nov. 2017



Statement of Qualifications due by **3:00 p.m. on July 14, 2017**. All requested copies of the document should be enclosed in a sealed envelope addressed to:

City of South San Francisco
City Hall – City Manager’s Office
Regarding: Community Civic Campus Project RFQ/P
Attention: Marian Lee, Assistant City Manager
400 Grand Avenue, Second Floor
South San Francisco, CA 94080

If you have questions related to the RFQ/P or the Community Civic Campus Project, contact Dolores Montenegro, Program Manager at dmontenegro@kitchell.com.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

IX. General

A. Form of Agreement

Attachment B is the City’s Standard Professional Services Agreement. Firms interested in responding to this RFQ/P should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. Firms must identify any term or condition of the contract the firm requests modifying or deleting existing provisions or adding new provisions. Firms must set forth a clear explanation of what modifications would be sought and specific alternate language. The City will review but is not obligated to accept any proposed changes.

Any comments or objections to the form of Agreement shall be provided in writing before the interview and may be the subject of inquiry at the interview.

B. Non-Discrimination Requirement

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

All proposals and material submitted will become the property of the City of South San Francisco and will not be deemed confidential or proprietary. The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the City.



This RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFQ/P, or to procure or contract for any services. The City reserves the right to waive any minor irregularities or informalities contained within an RFQ/P, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified consultant, or to cancel the RFQ/P in part or whole. The City and Consultant may agree to add additional areas to the contract by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

X. Attachments

- A. Site Plan Options
- B. Form of Professional Services Agreement
- C. Preliminary Programming
- D. Preliminary Cost Models
- E. Environmental Assessment – Phase 1
- F. Site Survey
- G. Anticipated Community Civic Campus Elements

SITE OPTIONS: SURFACE PARKING



SITE OPTIONS: STRUCTURED PARKING



SITE OPTIONS: UNDERGROUND PARKING



**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
NAME OF CONSULTANTS**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and [REDACTED] ("Consultant") (together sometimes referred to as the "Parties") as of [REDACTED] (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on [REDACTED], the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the work described in **Exhibit A**;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown in Exhibit A.

- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed [REDACTED]. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit B**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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 this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its 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) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. 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, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant 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.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1 Immediately terminate the Agreement;**

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

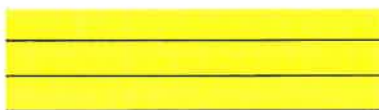
- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals

- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

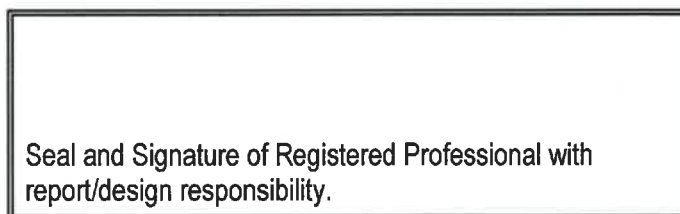
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows: Consultant [REDACTED]



City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

Consultants

City Manager

NAME: _____

TITLE:

Attest:

Krista Martinelli, City Clerk

Approved as to Form:

City Attorney

2051688.4

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
INSURANCE CERTIFICATES

DRAFT

APRIL 19, 2016 COST MODELS

GROUP 4



Cost Budget Memo Project Cost Report

SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$23,373,681	16%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	\$111,347,744	74%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$3,054,920	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$3,692,702	2%	Furnishings for predominantly the interiors
Owner Costs	\$1,353,793	1%	Move planning, relocation, legal, public art etc.
Project Contingency	\$8,443,717	4%	Allow for a 4.5% Project Contingency
TOTAL PROJECT BUDGET	\$149,637,431	100%	Based on 132,175 Gross Square Feet of Buildings

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Project Cost Report

LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0	Not Included.	
CEQA Requirements			
Environmental Impact Report	\$175,000	47% Lump sum allowance	
Off site improvements for CEQA	\$0	0% Assumed not required.	
Hazardous Materials Study	\$25,000	7% Lump sum allowance	
Hazardous Abatement Plan and Compliance	\$25,000	7% Allowance	
Noise Study	\$0	0% Included in EIR costs	
Transportation/Traffic Study	\$0	0% Included in EIR costs	
Historical Consultant	\$0	0% Assumed none required.	
Arborist	\$0	0% Assumed none required.	
Archeological Resource Study	\$0	0% Included in EIR costs	
Topo and Alta surveys	\$30,000	8% Legal description, topographic map	
Geotechnical Survey	\$35,000	9% Allowance	
Underground Utility Survey	\$10,000	3% Allowance	
Reimbursable	\$22,500	6% Allowance at 7.5% of above costs	
Additional Services	\$48,375	13% Allow for 15% of all costs	
Total - Entitlements	\$370,875	100%	

Cost Management Project Cost Report

DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$15,211,618	65%	Allowance at 15% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$5,070,539	22%	Allowance at 5% of construction cost
BART Fee	\$500,000	2%	Allowance for review of plans and construction monitoring by BART
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$416,643	2%	Allowance at 2% of above costs
Allow for Additional Services	\$2,124,880	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$23,373,681	0%	

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Project Cost Report

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (P&R)	\$27,288,556	25%	
Library	\$32,715,847	29%	
Police Facility (including IT & HR)	\$25,119,382	23%	
Fire Station	\$3,884,842	3%	
Underground Parking	\$0	0%	
Above grade Parking	\$0	0%	
Site Development (including Building Demo)	\$12,404,162	11%	
Net Zero Energy premiums		0%	Not included
Total for Construction	\$101,410,789	91%	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$750,000	0.7%	Lumpsum allowance
Contractor Labor & Performance Bond	\$0	0.0%	Included in construction cost
SWPPP	\$0	0.0%	Included in Site Development construction estimate
Fees and Permits			
City Permit Fees	\$273,809	0.2%	Allowance @ 0.27% of construction cost
Encroachment Permit	\$0	0.0%	Included above
Fire Department Permit	\$0	0.0%	Included above
Utility Fees			
Fire Department Connection	\$180,000	0.1%	Allowance for 4 new fire water service
Water	\$400,000	0.4%	Allowance for 4 new Potable water meters and 4 new irrigation water meter.
PG&E	\$200,000	0.2%	Allowance for 4 new electrical service
Cable/Telecommunications	\$20,000	0.0%	Allow for service to buildings
Insurance - Builder's Risk	\$507,054	0.5%	Allowance at 0.5% of cost of construction
Testing & Inspections	\$405,643	0.4%	Allowance at 0.4% of cost of construction
Geotech Inspections	\$121,693	0.1%	Allowance at 0.12% of cost of construction
Change Order Contingency	\$7,086,755	6.4%	Allow for 7% of cost of construction
Total - Construction Costs	111,347,744	100%	

Cost Model Manual Project Cost Report

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TELEPHONE, DATA ,TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$395,000	13% Allowance at \$10/sf	
Library	\$920,000	30% Allowance at \$20/sf	
Police	\$799,500	26% Allowance at \$20/sf	
Fire Station	\$134,000	4% Allowance at \$20/sf	
Above Grade Parking	\$0	0% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$528,700	17% Additional allowance at \$4/sf	
Allow for Additional Scope	\$277,720	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$3,054,920	100%	

8500 Park Blvd., Suite 100 Project Cost Report

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$592,500	16% Allowance at \$15/sf	
Library	\$1,150,000	31% Allowance at \$25/sf	
Police	\$799,500	22% Allowance at \$20/sf	
Fire Station	\$67,000	2% Allowance at \$10/sf	
Signage - Buildings	660,875	18% Allowance at \$5/sf	
Signage - Parking Structures	0	0% Allowance at \$0.50/sf	
Signage - Site	87,127	2% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$335,700	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$3,692,702	100%	

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Cost Model Manager **Project Cost Report**

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OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	4% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	1,014,108	75% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	60,000	4% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	165,219	12% Allowance at \$1.25/sf	
Temporary Facilities	0	0% Not included	
Allow for Additional Scope and Services	64,468	5% Allow for 5% of above costs	
Total - Owner Costs	1,353,793	100%	

City Of South San Francisco

Set 2 Option 4A Expedited (PUC A1, A2, A3)

	GFA	%	Total Cost April 2016		Quarter Point	ADD % Escalation	Escalated Total
			\$/SF	\$,000			\$,000
Parks and Recreation Facility (P&R)	39,500	27%	\$ 574.69	\$22,700	March 2019	20.20%	\$27,287
Library	46,000	32%	\$ 591.67	\$27,217	March 2019	20.20%	\$32,716
Police Facility (including IT & HR)	39,975	25%	\$ 522.76	\$20,897	March 2019	20.20%	\$25,119
Fire Station	6,700	4%	\$ 482.37	\$3,232	March 2019	20.20%	\$3,885
Above grade Parking	0	0%		\$0	March 2019	20.20%	\$0
Site Development (including Building Demo)	348,506	12%	\$ 29.61	\$10,319	March 2019	20.20%	\$12,404

Sheet 2 Data - All Buildings
Ver 13.21.16

Seattle Bay Bridge

Cost Allocation Summary Project Cost Report

SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$26,047,044	16%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	\$124,248,744	75%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$3,186,623	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$3,730,077	2%	Furnishings for predominantly the interiors
Owner Costs	\$1,478,883	1%	Move planning, relocation, legal, public art etc.
Project Contingency	\$7,157,801	4%	Allow for a 4.5% Project Contingency
TOTAL PROJECT BUDGET	\$166,220,047	100%	Based on 211,995 Gross Square Feet of Buildings

LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0		Not included.
CEQA Requirements			
Environmental Impact Report	\$175,000	47%	Lump sum allowance
Off site improvements for CEQA	\$0	0%	Assumed not required.
Hazardous Materials Study	\$25,000	7%	Lump sum allowance
Hazardous Abatement Plan and Compliance	\$25,000	7%	Allowance
Noise Study	\$0	0%	Included in EIR costs
Transportation/Traffic Study	\$0	0%	Included in EIR costs
Historical Consultant	\$0	0%	Assumed none required.
Arborist	\$0	0%	Assumed none required.
Archeological Resource Study	\$0	0%	Included in EIR costs
Topo and Alta surveys	\$30,000	8%	Legal description, topographic map
Geotechnical Survey	\$35,000	9%	Allowance
Underground Utility Survey	\$10,000	3%	Allowance
Reimbursable	\$22,500	6%	Allowance at 7.5% of above costs
Additional Services	\$48,375	13%	Allow for 15% of all costs
Total - Entitlements	\$370,875	100%	

Cost Model Manager Project Cost Report

DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$16,888,625	65%	Allowance at 15% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$5,686,208	22%	Allowance at 5% of construction cost
BART Fee	\$500,000	2%	Allowance for BART design review and construction monitoring
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$464,297	2%	Allowance at 2% of above costs
Allow for Additional Services	\$2,367,913	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$26,047,044	0%	

Cost Metrics Page 9 Project Cost Report

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (P&R)	\$27,286,556	22%	
Library	\$32,715,847	26%	
Police Facility (including IT & HR)	\$25,119,382	20%	
Fire Station	\$3,684,842	3%	
Underground Parking	\$0	0% Not included	
Above Grade Parking Structure	\$11,212,526	9%	
Site Development (including Building Demo)	\$13,105,017	11%	
Net Zero Energy premiums		0% Not included	
<i>Total for Construction</i>	<i>\$113,324,170</i>	<i>91%</i>	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$750,000	0.6% Lumpsum allowance	
Contractor Labor & Performance Bond	\$0	0.0% Included in construction cost	
SWPPP	\$0	0.0% Included in Site Development construction estimate	
Fees and Permits			
City Permit Fees	\$305,975	0.2% Allowance @ 0.27% of construction cost	
Encroachment Permit	\$0	0.0% Included above	
Fire Department Permit	\$0	0.0% Included above	
Utility Fees			
Fire Department Connection	\$160,000	0.1% Allowance for 4 new fire water service	
Water	\$400,000	0.3% Allowance for 4 new Potable water meters and 4 new irrigation water meter.	
PG&E	\$200,000	0.2% Allowance for 4 new electrical service	
Cable/Telecommunications	\$20,000	0.0% Allow for service to buildings	
Insurance - Builder's Risk	\$566,621	0.5% Allowance at 0.5% of cost of construction	
Testing & Inspections	\$453,297	0.4% Allowance at 0.4% of cost of construction	
Geotech Inspections	\$135,989	0.1% Allowance at 0.12% of cost of construction	
Change Order Contingency	\$7,932,692	6.4% Allow for 7% of cost of construction	
Total - Construction Costs	124,248,744	100%	

Cost Model Manager **Project Cost Report**

TELEPHONE, DATA ,TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$395,000	12% Allowance at \$10/sf	
Library	\$820,000	29% Allowance at \$20/sf	
Police	\$799,500	25% Allowance at \$20/sf	
Fire Station	\$134,000	4% Allowance at \$20/sf	
Above Grade Parking	\$119,730	4% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$528,700	17% Additional allowance at \$4/sf	
Allow for Additional Scope	\$289,693	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$3,186,623	100%	

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 Project Cost Report

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$582,500	16% Allowance at \$15/sf	
Library	\$1,150,000	31% Allowance at \$25/sf	
Police	\$799,500	21% Allowance at \$20/sf	
Fire Station	\$67,000	2% Allowance at \$10/sf	
Signage - Buildings	680,875	18% Allowance at \$5/sf	
Signage - Parking Structures	39,910	1% Allowance at \$0.50/sf	
Signage - Site	81,194	2% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$339,098	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$3,730,677	100%	

Cost Model Maintenance Project Cost Report

OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	3% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	1,133,242	77% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	60,000	4% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	165,219	11% Allowance at \$1.25/sf	
Temporary Facilities	0	0% Not included	
Allow for Additional Scope and Services	70,423	5% Allow for 5% of above costs	
Total - Owner Costs	1,478,883	100%	

Cost/Project Manager: **Project Cost Report**

SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$25,929,802	16%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	\$123,682,965	75%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$2,708,833	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$3,252,813	2%	Furnishings for predominantly the interiors
Owner Costs	\$1,451,085	1%	Move planning, relocation, legal, public art etc.
Project Contingency	\$7,082,841	4%	Allow for a 4.5% Project Contingency
TOTAL PROJECT BUDGET	\$164,479,314	100%	Based on 194,425 Gross Square Feet of Buildings

City Of South San Francisco

Set 2 Option 4B Expedited (PUC A1, A2, A3)

	GFA	%	\$/SF	\$,000	Quarter Point	ADD % Escalation	Escalated Total
							\$,000
Parks and Recreation Facility (P&R)	39,500	24%	\$ 574.69	\$22,700	March 2019	20.20%	\$27,287
Library	46,000	29%	\$ 591.67	\$27,217	March 2019	20.20%	\$32,716
Police Facility (including IT & HR)	39,975	22%	\$ 522.76	\$20,897	March 2019	20.20%	\$25,119
Fire Station	6,700	3%	\$ 482.37	\$3,232	March 2019	20.20%	\$3,885
Above Grade Parking Structure	79,820	10%	\$ 116.86	\$9,328	March 2019	20.20%	\$11,213
Site Development (including Building Demo)	324,776	12%	\$ 33.57	\$10,902	March 2019	20.20%	\$13,105

Project Cost Report

LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0	Not Included.	
CEQA Requirements			
Environmental Impact Report	\$175,000	47% Lump sum allowance	
Off site improvements for CEQA	\$0	0% Assumed not required.	
Hazardous Materials Study	\$25,000	0% Lump sum allowance	
Hazardous Abatement Plan and Compliance	\$25,000	7% Allowance	
Noise Study	\$0	0% Included in EIR costs	
Transportation/Traffic Study	\$0	0% Included in EIR costs	
Historical Consultant	\$0	0% Assumed none required.	
Arborist	\$0	0% Assumed none required.	
Archeological Resource Study	\$0	0% Included in EIR costs	
Topo and Alta surveys	\$30,000	8% Legal description, topographic map	
Geotechnical Survey	\$35,000	9% Allowance	
Underground Utility Survey	\$10,000	3% Allowance	
Reimbursable	\$22,500	6% Allowance at 7.5% of above costs	
Additional Services	\$48,375	13% Allow for 15% of all costs	
Total - Entitlements	\$370,875	100%	

DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-15	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$16,920,256	65%	Allowance at 15% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$5,640,085	22%	Allowance at 5% of construction cost
BART Fee	\$500,000	2%	Allowance for BART design review and construction monitoring
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$462,207	2%	Allowance at 2% of above costs
Allow for Additional Services	\$2,357,255	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$25,929,802	0%	

Project Cost Report

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (P&R)	\$27,286,556	22%	
Library	\$32,715,847	26%	
Police Facility (including IT & HR)	\$25,119,362	20%	
Fire Station	\$3,884,842	3%	
Underground Parking	\$10,849,914	9%	
Site Development (Including Building Demo)	\$12,945,163	10%	
Net Zero Energy premiums		0%	Not included
Total for Construction	\$112,801,704	91%	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$750,000	0.6%	Lumpsum allowance
Contractor Labor & Performance Bond	\$0	0.0%	Included in construction cost
SWPPP	\$0	0.0%	Included in Site Development construction estimate
Fees and Permits			
City Permit Fees	\$304,565	0.2%	Allowance @ 0.27% of construction cost
Encroachment Permit	\$0	0.0%	Included above
Fire Department Permit	\$0	0.0%	Included above
Utility Fees			
Fire Department Connection	\$160,000	0.1%	Allowance for 4 new fire water service
Water	\$400,000	0.3%	Allowance for 4 new Potable water meters and 4 new Irrigation water meter.
PG&E	\$200,000	0.2%	Allowance for 4 new electrical service
Cable/Telecommunications	\$20,000	0.0%	Allow for service to buildings
Insurance - Builder's Risk	\$584,009	0.5%	Allowance at 0.5% of cost of construction
Testing & Inspections	\$451,207	0.4%	Allowance at 0.4% of cost of construction
Geotech Inspections	\$135,362	0.1%	Allowance at 0.12% of cost of construction
Change Order Contingency	\$7,896,119	6.4%	Allow for 7% of cost of construction
Total - Construction Costs	123,682,965	100%	

Cost Model Manager Project Cost Report

TELEPHONE, DATA, TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-18	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$385,000	15% Allowance at \$10/sf	
Library	\$920,000	34% Allowance at \$20/sf	
Police	\$458,500	17% Allowance at \$20/sf	
Fire Station	\$134,000	5% Allowance at \$20/sf	
Underground Parking	\$83,375	3% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$480,700	17% Additional allowance at \$4/sf	
Allow for Additional Scope	\$246,258	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$2,708,833	100%	

Cost Management Project Cost Report

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$592,500	18% Allowance at \$15/sf	
Library	\$1,180,000	35% Allowance at \$25/sf	
Police	\$459,500	14% Allowance at \$20/sf	
Fire Station	\$67,000	2% Allowance at \$10/sf	
Signage - Buildings	575,875	18% Allowance at \$5/sf	
Signage - Parking Structures	31,125	1% Allowance at \$0.50/sf	
Signage - Site	81,194	2% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$295,719	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$3,252,913	100%	

Cost Model Manager Project Cost Report

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OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	3% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	1,128,017	78% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	60,000	4% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	143,969	10% Allowance at \$1.25/sf	
Temporary Facilities	0	0% Not included	
Allow for Additional Scope and Services	69,099	5% Allow for 5% of above costs	
Total - Owner Costs	1,451,085	100%	

City Of South San Francisco

Set 2 Option 4C Expedited (PUC A1, A2, A3)

	GFA	%	\$/SF	\$,000			
Parks and Recreation Facility (P&R)	39,500	24%	\$ 574.69	\$22,700	March 2019	20.20%	\$27,287
Library	46,000	29%	\$ 591.67	\$27,217	March 2019	20.20%	\$32,716
Police Facility (Including IT & HR)	39,975	22%	\$ 522.76	\$20,897	March 2019	20.20%	\$25,119
Fire Station	6,700	3%	\$ 482.37	\$3,232	March 2019	20.20%	\$3,885
Underground Parking	62,250	10%	\$ 145.00	\$9,026	March 2019	20.20%	\$10,850
Site Development (including Building Demo)	324,776	11%	\$ 33.16	\$10,769	March 2019	20.20%	\$12,945

Total Cost April 2016		Quarter Point	ADD % Escalation	Escalated Total

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Cost Model Manual - Project Cost Report

SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$16,108,415	16%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	72,793,286	71%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$2,349,535	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$2,525,800	2%	Furnishings for predominantly the interiors
Owner Costs	\$961,282	1%	Move planning, relocation, legal, public art etc.
Project Contingency	\$7,133,190	7%	Allow for a 7.5% Project Contingency
TOTAL PROJECT BUDGET	\$102,242,383	100%	Based on 212,219 Gross Square Feet of Buildings



Project Cost Report



Project Cost Report

LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0	Not Included.	
CEQA Requirements			
Environmental Impact Report	\$175,000	47% Lump sum allowance	
Off site Improvements for CEQA	\$0	0% Assumed not required.	
		0%	
Hazardous Materials Study	\$25,000	7% Lump sum allowance	
Hazardous Abatement Plan and Compliance	\$25,000	7% Allowance	
Noise Study	\$0	0% Included in EIR costs	
Transportation/Traffic Study	\$0	0% Included in EIR costs	
Historical Consultant	\$0	0% Assumed none required.	
Arborist	\$0	0% Assumed none required.	
Archeological Resource Study	\$0	0% Included in EIR costs	
Topo and Alta surveys	\$30,000	8% Legal description, topographic map	
Geotechnical Survey	\$35,000	9% Allowance	
Underground Utility Survey	\$10,000	3% Allowance	
Reimbursable	\$22,500	6% Allowance at 7.5% of above costs	
Additional Services	\$48,375	13% Allow for 15% of all costs	
Total - Entitlements	\$370,875	100%	

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DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$10,405,001	65%	Allowance at 16% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$3,901,875	24%	Allowance at 6% of construction cost
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$287,138	2%	Allowance at 2% of above costs
Allow for Additional Services	\$1,464,401	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$16,106,415	0%	

Cost Model Manager: Project Cost Report

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (including HR) - Library (None in Option 6A)	\$19,088,833 \$0	26% 0%	Not Included
Police Facility (including IT)	\$23,878,337	33%	
Fire Station (Renovate Existing)	\$2,177,712	3%	
Underground Parking (2-levels)	\$13,229,814	18%	
Underground Parking (renovate)	\$3,718,752	5%	Not included
Site Development (including Building Demo)	\$2,926,809	4%	
Net Zero Energy premiums		0%	Not included
Total for Construction	\$65,031,257	89%	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$0	0.0%	Not included
Contractor Labor & Performance Bond	\$0	0.0%	Included in construction cost
SWPPP	\$0	0.0%	Included in Site Development construction estimate
Fees and Permits			
City Permit Fees	\$175,584	0.2%	Allowance @ 0.27% of construction cost
Encroachment Permit	\$0	0.0%	Included above
Fire Department Permit	\$0	0.0%	Included above
Utility Fees			
Fire Department Connection	\$80,000	0.1%	Allowance for 2 new fire water service
Water	\$200,000	0.3%	Allowance for 2 new Potable water meters and 2 new irrigation water meter.
PG&E			
Cable/Telecommunications	\$120,000 \$20,000	0.2% 0.0%	Allowance for 2 new electrical service Allow for service to buildings
Insurance - Builder's Risk	\$325,156	0.4%	Allowance at 0.5% of cost of construction
Testing & Inspections	\$260,125	0.4%	Allowance at 0.4% of cost of construction
Geotech Inspections	\$78,038	0.1%	Allowance at 0.12% of cost of construction
Change Order Contingency	\$6,503,126	8.9%	Allow for 10% of cost of construction
Total - Construction Costs	72,783,286	100%	

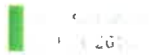
City of Orange
April 13, 2015

South San Francisco

Cost Model Manager **Project Cost Report**

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TELEPHONE, DATA ,TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-15	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$587,630	25% Allowance at \$10/sf	
Library	\$0	0% Not included	
Police	\$760,000	32% Allowance at \$20/sf	
Fire Station	\$134,000	6% Allowance at \$20/sf	
Parking	\$163,134	7% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$413,852	18% Additional allowance at \$4/sf	
Allow for Additional Scope	\$213,594	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$2,349,535	100%	



San Jose City Council



Mode Manager Project Cost Report

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$681,445	35% Allowance at \$15/sf	
Library	\$0	0% Not included	
Police	\$760,000	30% Allowance at \$20/sf	
Fire Station	\$67,000	3% Allowance at \$10/sf	
Signage - Buildings	517,315	20% Allowance at \$5/sf	
Signage - Parking Structures	54,378	2% Allowance at \$0.50/sf	
Signage - Site	16,044	1% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$228,618	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$2,525,800	100%	

Cost Model Manager Project Cost Report

OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	5% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	650,313	68% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	80,000	6% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	155,185	16% Allowance at \$1.5/sf	
Temporary Facilities	0	0% Not included	
Allow for Additional Scope and Services	45,775	5% Allow for 5% of above costs	
Total - Owner Costs	961,282	100%	

City Of South San Francisco

Set 1 Option 6A

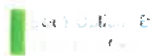
Parks and Recreation Facility (including HR) -
Renovate Existing
Library (None in Option 6A)
Police Facility (including IT)
Fire Station (Renovate Existing)
Underground Parking (2-levels)
Underground Parking - Renovate Existing
Site Development (including Building Demo)

GFA %
58,763 28%
-
38,000 38%
6,700 3%
51,550 21%
57,206 5%
64,175 5%

Total Cost April 2016		Quarter Point	ADD % Escalation	Escalated Total
\$/SF	\$,000			\$,000
\$ 250.00	\$14,691	March. 2021	30.01%	\$19,100
	NIC			
\$ 522.76	\$19,865	March 2019	20.20%	\$23,878
\$ 250.00	\$1,675	March. 2021	30.01%	\$2,178
\$ 213.50	\$11,006	March 2019	20.20%	\$13,230
\$ 50.00	\$2,860	March. 2021	30.01%	\$3,719
\$ 37.94	\$2,435	March 2019	20.20%	\$2,927

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SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	ER, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$23,791,723	15%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	\$118,315,573	74%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$3,694,450	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$4,079,136	3%	Furnishings for predominantly the interiors
Owner Costs	\$1,461,528	1%	Move planning, relocation, legal, public art etc.
Project Contingency	\$7,585,664	5%	Allow for a 5% Project Contingency
TOTAL PROJECT BUDGET	\$189,298,949	100%	Based on 297,769 Gross Square Feet of Buildings



SOUTH SAN FRANCISCO

Post Model Building Project Cost Report

LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0		Not included.
CEQA Requirements			
Environmental Impact Report	\$175,000	47%	Lump sum allowance
Off site improvements for CEQA	\$0	0%	Assumed not required.
Hazardous Materials Study	\$25,000	7%	Lump sum allowance
Hazardous Abatement Plan and Compliance	\$25,000	7%	Allowance
Noise Study	\$0	0%	Included in EIR costs
Transportation/Traffic Study	\$0	0%	Included in EIR costs
Historical Consultant	\$0	0%	Assumed none required.
Arborist	\$0	0%	Assumed none required.
Archeological Resource Study	\$0	0%	Included in EIR costs
Topo and Alta surveys	\$30,000	8%	Legal description, topographic map
Geotechnical Survey	\$35,000	9%	Allowance
Underground Utility Survey	\$10,000	3%	Allowance
Reimbursable	\$22,500	6%	Allowance at 7.5% of above costs
Additional Services	\$48,375	13%	Allow for 15% of all costs
Total - Entitlements	\$370,875	100%	

Report Date: 4/13/2016

South San Francisco

Cost Model Manager Project Cost Report

DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$15,866,058	67%	Allowance at 15% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$5,288,686	22%	Allowance at 5% of construction cost
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$424,095	2%	Allowance at 2% of above costs
Allow for Additional Services	\$2,162,884	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$23,791,723	0%	

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Int'l Mktg. Manager: **Project Cost Report**

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (P&R, including Library)	\$19,098,833	16%	
Police Facility (including IT)	\$31,758,716	27%	
Fire Station - Renovate Existing	\$23,878,337	20%	
Underground Parking	\$2,177,712	2%	
Underground Parking - Renovate	\$19,958,799	17%	Not Included
Site Development (including Building Demo)	\$3,718,752	3%	
Net Zero Energy premiums	\$5,180,571	4%	
Total for Construction	\$105,773,720	89%	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$0	0.0%	Not included
Contractor Labor & Performance Bond	\$0	0.0%	Included in construction cost
SWPPP	\$0	0.0%	Included in Site Development construction estimate
Fees and Permits			
City Permit Fees	\$285,588	0.2%	Allowance @ 0.27% of construction cost
Encroachment Permit	\$0	0.0%	Included above
Fire Department Permit	\$0	0.0%	Included above
Utility Fees			
Fire Department Connection	\$120,000	0.1%	Allowance for 3 new fire water service
Water	\$300,000	0.3%	Allowance for 3 new Potable water meters and 3 new irrigation water meter.
PG&E	\$160,000	0.1%	Allowance for 3 new electrical service
Cable/Telecommunications	\$20,000	0.0%	Allow for service to buildings
Insurance - Builder's Risk	\$528,869	0.4%	Allowance at 0.5% of cost of construction
Testing & Inspections	\$423,095	0.4%	Allowance at 0.4% of cost of construction
Geotech Inspections	\$126,928	0.1%	Allowance at 0.12% of cost of construction
Change Order Contingency	\$10,577,372	8.9%	Allow for 10% of cost of construction
Total - Construction Costs	118,315,573	100%	

Cost Effect Manager Project Cost Report

TELEPHONE, DATA ,TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$587,630	16% Allowance at \$10/sf	
Library	\$820,000	25% Allowance at \$20/sf	
Police	\$760,000	21% Allowance at \$20/sf	
Fire Station	\$134,000	4% Allowance at \$20/sf	
Parking Structures	\$222,459	6% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$597,852	16% Additional allowance at \$4/sf	
Allow for Additional Scope	\$335,859	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$3,694,459	100%	

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City of Olathe Project **Project Cost Report**

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$881,445	22% Allowance at \$15/sf	
Library	\$1,150,000	28% Allowance at \$25/sf	
Police	\$760,000	19% Allowance at \$20/sf	
Fire Station	\$67,000	2% Allowance at \$10/sf	
Signage - Buildings	747,315	18% Allowance at \$5/sf	
Signage - Parking Structures	74,153	2% Allowance at \$0.50/sf	
Signage - Site	26,392	1% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$370,831	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$4,079,136	100%	

Set in Document
4/13/2016

South Carolina 121.00

Cost Model Manager Project Cost Report

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OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	3% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	1,057,737	72% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	60,000	4% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	224,195	15% Allowance at \$1.5/sf	
Temporary Facilities	0	0% Not included	
Allow for Additional Scope and Services	69,597	5% Allow for 5% of above costs	
Total - Owner Costs	1,461,528	100%	

City Of South San Francisco

Set 1 Option 6B Expedited

Parks and Recreation Facility (P&R,
including HR) - Renovate Existing
Library

Police Facility (including IT)

Fire Station - Renovate Existing

Underground Parking

Underground Parking - Renovate Existing

Site Development (including Building Demo)

GFA %

\$/SF

\$,000

**Quarter
Point**

**ADD
% Escalation**

**Escalated
Total**

58,763 17%

46,000 31%

38,000 23%

6,700 2%

91,100 19%

57,206 3%

113,569 5%

Total Cost April 2016		Quarter Point	ADD % Escalation	Escalated Total
\$/SF	\$,000			\$,000
\$ 250.00	\$14,691	March. 2021	30.01%	\$19,100
\$ 574.36	\$26,421	March 2019	20.20%	\$31,759
\$ 522.76	\$19,865	March 2019	20.20%	\$23,878
\$ 250.00	\$1,675	March. 2021	30.01%	\$2,178
\$ 182.27	\$16,605	March 2019	20.20%	\$19,960
\$ 50.00	\$2,860	March. 2021	30.01%	\$3,719
\$ 37.95	\$4,310	March. 2021	20.20%	\$5,181

Cost Model Manager Project Cost Report

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SUMMARY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition & Entitlements	\$370,875	0%	EIR, Hazmat study, Underground Utility Survey, Topo and Alta Survey
Design, Planning and Management	\$26,879,867	15%	Architect, engineers, consultants, PM/CM
Construction and Related Costs	\$133,544,100	75%	Construction of buildings, site work, change orders, permits and fees, etc.
Telephone, Data, Technology, Audio Visual, Security	\$2,968,213	2%	Allow for new phone and data systems; server, wireless service, audio visual, security
Furnishings, Fixtures and Equipment	\$3,254,315	2%	Furnishings for predominantly the interiors
Owner Costs	\$2,844,208	2%	Move planning, relocation, legal, public art etc.
Project Contingency	\$7,643,771	4%	Allow for a 4.5% Project Contingency
TOTAL PROJECT BUDGET	\$177,506,348	100%	Based on 270,503 Gross Square Feet of Buildings

Cost Model Management **Project Cost Report**



LAND ACQUISITION & ENTITLEMENTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Land Acquisition	\$0	Not Included.	
CEQA Requirements			
Environmental Impact Report	\$175,000	47% Lump sum allowance	
Off site improvements for CEQA	\$0	0% Assumed not required.	
Hazardous Materials Study	\$25,000	7% Lump sum allowance	
Hazardous Abatement Plan and Compliance	\$25,000	7% Allowance	
Noise Study	\$0	0% Included in EIR costs	
Transportation/Traffic Study	\$0	0% Included in EIR costs	
Historical Consultant	\$0	0% Assumed none required.	
Arborist	\$0	0% Assumed none required.	
Archeological Resource Study	\$0	0% Included in EIR costs	
Topo and Alta surveys	\$30,000	8% Legal description, topographic map	
Geotechnical Survey	\$35,000	9% Allowance	
Underground Utility Survey	\$10,000	3% Allowance	
Reimbursable	\$22,500	6% Allowance at 7.5% of above costs	
Additional Services	\$48,375	13% Allow for 15% of all costs	
Total - Entitlements	\$370,875	100%	

Cost Model Manager Project Cost Report

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DESIGN, PLANNING & MANAGEMENT	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Design Professionals			
Architect	\$18,390,078	68%	Allowance at 15% of cost of construction
Structural engineer		0%	
Mechanical Engineer		0%	
Electrical Engineer		0%	
Civil Engineer/Survey		0%	
Landscape Architect		0%	
Cost Planning and Estimating		0%	
Specifications Writer		0%	
LEED Design		0%	
LEED Commissioning		0%	
Waterproofing Consultant		0%	
Acoustical Engineer		0%	
Community Outreach		0%	
FF&E Design		0%	
IT/AV/Security		0%	
Specialty Consultants for Police, Fire, Library		0%	
Elevator Consultant		0%	
Project Management/Construction Management	\$5,517,023	21%	Allowance at 4.5% of construction cost
BART Fee	\$0	0%	Not included
Wayfinding, Graphics/Signage	\$0	0%	Included in FF&E
Renderings and Models	\$50,000	0%	Lump sum allowance
LEED Enhanced Commissioning	\$0	0%	NIC, confirm scope
Reimbursable Expense	\$479,142	2%	Allowance at 2% of above costs
Allow for Additional Services	\$2,443,624	9%	Allow for 10% of all costs
Total - Design, Planning & Management	\$26,879,867	0%	



2016-2017 Strategic Plan

Project Cost Report

Project Cost Report

11/1/2016

CONSTRUCTION COSTS and RELATED COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Construction			
Parks and Recreation Facility (P&R)	\$26,464,672	20%	
Library	\$34,350,227	26%	
Police Facility (Including IT & HR)	\$25,119,382	19%	
Fire Station	\$4,201,845	3%	
Underground Parking (1-level,	\$9,423,201	7%	
Site Development (Including Building Demo)	\$8,285,603	6%	
Net Zero Energy premiums		0%	Not included
Total for Construction	\$122,600,517	92%	
Related Costs of Construction			
Allowance for Hazardous Soil Remediation	\$0	0.0%	Not included
Contractor Labor & Performance Bond	\$0	0.0%	Included in construction cost
SWPPP	\$0	0.0%	Included in Site Development construction estimate
Fees and Permits			
City Permit Fees	\$331,021	0.2%	Allowance @ 0.27% of construction cost
Encroachment Permit	\$0	0.0%	Included above
Fire Department Permit	\$0	0.0%	Included above
Utility Fees			
Fire Department Connection	\$160,000	0.1%	Allowance for 4 new fire water service
Water	\$400,000	0.3%	Allowance for 4 new Potable water meters and 4 new Irrigation water meter.
PG&E	\$200,000	0.1%	Allowance for 4 new electrical service
Cable/Telecommunications	\$20,000	0.0%	Allow for service to buildings
Insurance - Builder's Risk	\$613,003	0.5%	Allowance at 0.5% of cost of construction
Testing & Inspections	\$490,402	0.4%	Allowance at 0.4% of cost of construction
Geotech Inspections	\$147,121	0.1%	Allowance at 0.12% of cost of construction
Change Order Contingency	\$8,582,036	6.4%	Allow for 7% of cost of construction
Total - Construction Costs	133,544,100	100%	

Cost Model Manager Project Cost Report

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TELEPHONE, DATA, TECHNOLOGY, AV, SECURITY	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Technology			
Park & Rec Facility	\$395,000	13% Allowance at \$10/sf	
Library	\$820,000	31% Allowance at \$20/sf	
Police	\$459,500	15% Allowance at \$20/sf	
Fire Station	\$134,000	5% Allowance at \$20/sf	
Parking Structures	\$207,492	7% Allowance at \$1.50/sf	
Networks	\$0	0% Included above	
Emergency Service Connections	\$0	0% Included above	
Temporary DataCom Relocations	\$0	0% Included above	
911/Ring Down System	\$0	0% Included above	
Server	\$0	0% Included above	
Telecom, primary & ancillary systems	\$0	0% Included above	
Wireless network	\$0	0% Included above	
AV & Security	\$460,700	16% Additional allowance at \$4/sf	
Allow for Additional Scope	\$269,838	9% Allow for 10%	
Total - Telephone, Data, Technology, AV, Security	\$2,968,213	100%	



San Francisco Department of Public Works

Project Manager: **Project Cost Report**

FURNISHINGS, FIXTURES & EQUIPMENT	Preliminary Budget 13-Apr-18	% of Anticipated Cost	Comments
FF&E			
Park & Rec Facility	\$592,500	18% Allowance at \$15/sf	
Library	\$1,150,000	35% Allowance at \$25/sf	
Police	\$459,500	14% Allowance at \$20/sf	
Fire Station	\$67,000	2% Allowance at \$10/sf	
Signage - Buildings	575,875	18% Allowance at \$5/sf	
Signage - Parking Structures	69,164	2% Allowance at \$0.60/sf	
Signage - Site	44,429	1% Allowance at \$0.25/sf	
Kitchen equipment	0	0% Included in FF&E	
Specialty equipment	0	0% Included in FF&E	
Allow for Additional Scope	\$285,847	9% 10% of above costs	
Total - Furnishings, Fixtures and Equipment	\$3,254,315	100%	

Set 1 Option 2C
Per 10, 2016

South San Francisco

Cost Model Manager **Project Cost Report**

OWNER COSTS	Preliminary Budget 13-Apr-16	% of Anticipated Cost	Comments
Events (ground breaking, opening ceremony etc.)	50,000	2% Lump sum allowance	
Owner Staff Cost	0	0% Not included	
Public Art	1,226,005	43% Allowance at 1% of cost of construction, confirm with City	
Legal (Project-related)	60,000	2% Lump sum allowance	
Financing Fees, Bond Fees	0	0% Not included	
Movers, Relocation	172,763	6% Allowance at \$1.50/sf	
Temporary Facilities for P&R	1,200,000	42% Allowance	
Allow for Additional Scope and Services	135,438	5% Allow for 5% of above costs	
Total - Owner Costs	2,844,208	100%	

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City Of South San Francisco

Set 1 Option 6C

Parks and Recreation Facility (P&R)
 Library
 Police Facility (including IT & HR)
 Fire Station
 Underground Parking (1 level)
 Underground Parking (1-level, already
 Excavated)
 Site Development (including Building
 Demo)

GFA %
 39,500 22%
 46,000 27%
 39,975 21%
 6,700 3%
 81,122 12%
 57,206 8%
 177,716 7%

Total Cost April 2016		Quarter Point	ADD % Escalation	Escalated Total
\$/SF	\$,000			\$,000
\$ 557.38	\$22,016	March 2019	20.20%	\$26,465
\$ 574.36	\$26,421	March. 2021	30.01%	\$34,350
\$ 522.76	\$20,897	March 2019	20.20%	\$25,119
\$ 482.37	\$3,232	March. 2021	30.01%	\$4,202
\$ 151.32	\$12,275	March 2019	20.20%	\$14,756
\$ 137.04	\$7,839	March 2019	20.20%	\$9,423
\$ 38.79	\$6,893	March 2019	20.20%	\$8,286



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16 February 2017

PROJECT

SOUTH SAN FRANCISCO MEASURE W PROJECTS

SENT VIA

Regular Mail / Ground

TOPIC

LIBRARY & COMMUNITY CENTER PROGRAM

1. Introduction

The purpose of this memorandum is to summarize the programming process and describe the emerging program vision for South San Francisco's new joint Library and Community Center ("LCC", "the Center").

PROJECT OVERVIEW

Project Purpose

This programming process is the latest phase of more than two years of work by City staff, stakeholders, and the community to envision and plan for the future of its facilities.

In 2014, South San Francisco-based Group 4 Architecture, Research + Planning, Inc. was commissioned to conduct a feasibility study for expanding the Municipal Services Building (MSB) – which currently houses Parks & Recreation, the Police Department, and Fire Station #63 – as well as the Main Library. After analysis of options including renovation/expansion or replacement of these facilities on their current separate sites, City Council decided that the best solution was for these departments to be co-located on a shared civic campus.

The feasibility study included the development of high-level placeholder building and site programs, created for the purpose of understanding the overall scope of the proposed civic campus, the site area required to accommodate the program components, and associated project budgets. This work formed part of the basis for Measure W, a half-cent sales tax to support expanded services and facilities approved in November 2015 by South San Francisco voters.

Programming Process Summary

The placeholder program for the new civic campus included a joint library and community center facility of approximately 85,500 square feet. In 2016, following the passage of Measure W, the City commissioned Group 4 to work with the Library and Parks & Recreation to develop and refine the program vision.

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Group 4 worked collaboratively with a core team of City Library and Parks & Recreation staff, meeting multiple times to review options and project development. The process also included meetings with other City staff focused on specific topics, as well as public meetings where hundreds of community members provided input about their vision and priorities for the new LCC.

PROGRAM MODEL

The placeholder program was based on a co-located model, in which the Library and Parks & Recreation departments would operate more or less independently within the shared building. The total program size for these functions evolved from the needs for an expanded Main Library, the replacement of the recreation facilities and Council Chambers in the MSB, and funding available to support the project. Some spaces were added or modified to reflect updated needs, but extensive evaluation of the type, quantity, and organization of spaces was beyond the scope of the feasibility study.

The program refinement process began with discussion of opportunities within the co-location model, and an exploration of what an integrated collaborative model might look like. The vision for the collaborative model developed by the Library and Parks & Rec over the course of this programming process has broad and significant implications for services, operations, and facilities.

Out of this process emerged a vision of a collaborative model to:

- **Improve communication and coordination in service provision.** Each department provides services to address community needs, although in different ways. One big difference is that Parks & Rec uses a revenue-generation model for much of its programming, while the Library does not charge for service. The Library and Parks & Rec department explored a collaborative model that leverages these differences to complement each other rather than compete. For example, the Library could provide programs on an introductory or drop-in basis, while Parks & Rec could offer a series of classes focusing on skill building.
- **Increase community awareness of services.** In their current separate facilities, each department has loyal customers who may not be aware of complementary services provided by the other. Collaboration in a joint location will support increased awareness and enhanced cross-promotion of services.
- **Provide a seamless service experience.** Where appropriate, staff can be cross-trained in order to increase operational capacity – for example, at the lobby welcome desk. This will also enhance customer service, empowering staff with information and answers to meet a greater range of customer needs.

For the building program, this collaborative model offers the opportunity to minimize duplication of spaces between the Library and Parks & Rec programs. For example, the Library has a periodic, but not daily, need for program space that can accommodate large (or very large) groups. In a collaborative model, the Library can schedule access to the larger program/event spaces managed by Parks & Rec, eliminating the need to provide duplicate space.



By minimizing duplication of space, this collaborative program model opened up the opportunity to consider new services and spaces not anticipated in the feasibility study program, such as performing arts and fitness facilities, within the overall target building size.

2. Program Summary

This section includes a brief narrative description of significant program elements for the LCC, which are grouped as follows:

- Shared Spaces
- Library Program
- Parks & Recreation Program
- Staff Spaces
- Options

Note that program elements and spaces are organized generally by function, but do not necessarily imply required adjacency relationships.

Tables summarizing the program space allocations are included as an attachment to this memorandum. It should be noted that all program square foot area recommendations are targets. The design process for the LCC will confirm or modify these as appropriate in order to optimize space, service, and operations within the opportunities and constraints of the site.

SHARED SPACES

The Hub

The Hub is where most visitors will enter the building, providing the opportunity to see all that the Center has to offer and make decisions about where to go first. It will be a highly active area, with people moving through it all day individually and in groups. It will also be the setting for impromptu socialization as friends and neighbors meet while coming and going from the Center.

The City administers a robust public art program that significantly contributes to the cultural richness of South San Francisco. The Hub is one of many opportunities in the LCC to feature significant commissioned or acquired art work. It also can provide opportunities for community art, culture, and history displays.

- **Entry/Lobby** – This is an inviting, welcoming space. The lobby may also serve as pre-function space for large meeting/event spaces such as the Council Chambers. As such, adjacency to the public restrooms is required to support use outside of Center hours.
- **Welcome Desk** – This staffed information point should be highly visible to visitors upon entering the Center. Visitors will be able to ask questions, pick up program flyers and catalogs, and even sign up for recreation programs and library cards.



- **Café** – The café will provide casual seating and the ability to purchase refreshments, which are an important part of creating a comfortable, appealing place for the community. The City has not yet decided upon a preferred operational strategy for the café – e.g., whether vending machines, a mobile coffee cart, or a full coffee bar, as well as whether or not to contract with an outside vendor.
- **Friends Store/Storage** – The Friends of Parks & Recreation and the Friends of the Library will have a joint retail presence in the Hub. Volunteers will stock and maintain attractive displays of items for purchase, such as art, used books, merchandise with the City logo, etc. The store should be able to be secured when volunteers are not in attendance. Conveniently accessible storage is required for efficient re-stocking and inventory management.
- **Copy Center** – This will provide self-service equipment and work space for community members to make copies and print documents.

The Forum

This large, flexible program space is envisioned as the successor to the Atrium in the MSB. It will be used for a wide variety of activities, including recreation and library programs and community/ private rentals. Between scheduled events, it is envisioned as an inviting place for people to sit and work, read, socialize, or even watch movies.

Primary scheduling and management of the Forum will be by Parks & Recreation. The Library will use this space for large programs and events exceeding the capacity of the Library Program Room. Sufficient storage is required for all chairs, tables, and equipment for the Forum – chairs and tables should not need to be stacked within the public space.

Council Chambers and Support

This suite is the successor to the Council Chambers and support space in the MSB. It will be available for recreation and library programming as well as community/ private rentals between City meetings. Close/ direct access from The Hub and restrooms is encouraged to facilitate evening meetings.

- **Council Chambers** – Primary scheduling and management of the Council Chambers will be by Parks & Recreation. This will be a flat floor, flexible space without fixed seating. Sufficient storage is required so that chairs and tables do not need to be stacked within the space. It is desirable for the dais area to be securable when not in use for City meetings in order to minimize setup/breakdown of the staff desks, technology, etc.
- **Council Support** – This is a suite of spaces to support Council functions, including a closed session room with sufficient capacity for Council and staff; kitchenette; storage; etc. It also includes work space for City staff who need a place to temporarily work, make copies, print out materials, etc.



LIBRARY PROGRAM

This Library Program section does not include staff offices and other back-of-house areas; refer to the Staff Program for these spaces.

Library Core

In general, this program group includes spaces associated with the collection, seating, and technology – all of which will grow significantly over what is provided in the current Main Library.

- **The Exchange** – The Exchange is a dynamic, constantly-changing marketplace of new and popular materials, information, and resources. It will prominently feature new and high-interest print and media material; a diverse range of seating choices with access to power for customer devices; and library technology. Holds and self-checkout stations will be located in this area.
- **Generations** – Separate, distinctly-branded spaces will be provided for Adults, Teens, and Children – each with a highly browsable collection, a variety of seating, and technology. Quiet reading space will be included in the Adult section. The Children's Library will include space for children's programming.
- **Collaboration Spaces** – Rooms for group work will be provided in a range of sizes, from small rooms for tutoring pairs and quiet study, to conference rooms for larger meetings.
- **Project Read** – The Library's literacy program will enjoy expanded space for its collection and resources, along with a dedicated room for intake and tutoring.

Discovery Center

Spaces in this program group are envisioned under the Library's umbrella, but may not necessarily need to be co-located with core Library spaces. As an independently operable suite of spaces, the Discovery Center can reduce the need for staff supervision when not in use for library programs – and also provide the opportunity for cross-staffing/cross-programming by Parks & Rec. Organization and adjacencies among these spaces will be refined with the design team.

- **Library Program Room** – With an occupancy of up to 100, this flexible space will be used daily for a variety of library programs. If possible, it should be divisible for increased flexibility. It will be dedicated to and primarily managed by the Library.
- **Technology Lab/Classroom** – This space will be set up and equipped for technology training and programming, although it may be made available for open/drop-in use between programs.
- **Tinker Space** – This flexible space will provide technologies, tools, materials, and staff support for hands-on learning and creativity, including arts and crafts, tinkering with electronics, etc. A desk/ small office should be provided for staff in this space.



PARKS & RECREATION PROGRAM

This Parks & Recreation Program section does not include administration/ staff offices or support spaces; refer to the Staff Program for these spaces. Recreation-oriented program options and the Preschool option are described later in this memorandum.

P+R Core Program

This program group provides more – and more diverse – spaces to support significantly expanded recreation programming compared to what is currently possible at the MSB.

- **Flexible Program Spaces** – A variety of flexible, well-equipped spaces will be provided to support programs of different types and sizes. Copious storage is required for the furniture and equipment in order to support maximum flexibility. The ability to subdivide larger spaces is encouraged. The design team will work with Parks & Rec to determine the specific finishes and equipment appropriate for the activity planned for each space.
- **Dance Studios** – Two dance studios will be provided in different sizes, with appropriate finishes (e.g., sprung floors, barres, mirrors, etc.) and storage. Changing rooms and a Dance program office are also included.
- **Social Hall** – This will be highly popular for community and private rentals as well as for recreation programming. It will be an attractive, well-appointed space that can support both auditorium-style uses and banquet setups. A full kitchen will be provided to support catering/food preparation; Parks & Rec intends to also use this kitchen for classes and demonstrations, so it should be designed with space for observers. Sufficient storage is required to accommodate all tables, chairs, and other furniture, as well as equipment (e.g., AV cart) and a portable platform.

See the Shared Spaces section for descriptions of the Forum and Satellite City Hall.

STAFF PROGRAM

The program model envisions co-location of administrative and program staff from both departments in order to support collaborative service planning, program development, and scheduling. There will be a shared reception area with staff from both departments to serve visitor needs. Staff will share access to a suite of collaboration/ meeting rooms as well as support spaces (lounge, lockers, etc.).

This programming process did not delve deeply into the specifics of space, adjacencies, FFE, and other design requirements for staff/ back-of-house functions. The design team should work closely with Library and Parks & Rec to refine the requirements for this area.



PROGRAM OPTIONS

The Shared Spaces, Library Program, Parks & Rec Program, and Staff Program together form a “base” program for the LCC that represents the shared vision about size, organization, and function of these spaces.

The LCC program working group also explored a variety of options for new or enhanced spaces that could be incorporated into the LCC program. The vision is that the LCC would incorporate one of the following options in addition to the base program. Guiding the City through the selection process for a preferred option is beyond the scope of this programming process, and is envisioned to be part of the design scope.

Option A – Cultural Arts

The centerpiece of the Cultural Arts option is a “black box” theater, in response to significant stakeholder and community demand for performance space. The black box theater program includes dressing rooms and modern, well-equipped space for lighting, sound, and recording controls. The goal is to design the theater so that it be part of the LCC’s overall pool of program, gallery, and rental spaces when not in use for performances. The black box theater should be designed for independent operations from the rest of the center, which may require a separate entrance, restrooms, etc.

The Cultural Arts option could also provide a more formal “gallery” for art, local history, and cultural displays, in addition to display space included in the Hub.

Option B – Fitness

There is also significant community interest in fitness and active recreation space. While the LCC is not envisioned to incorporate a gymnasium (which is planned for the Orange Memorial Park expansion), there is an opportunity to create a fitness center to expand active recreation programming. A fitness center could enjoy a close adjacency to the Dance Studios, creating an active recreation zone with shared/ enhanced changing rooms.

Option C – Opportunities

As a community, South San Francisco has a long history as the home of industry and innovation. South City develops strong partnerships with the businesses and entrepreneurs that contribute to a robust local economy. There is an opportunity to provide space and resources that complement (but not compete with) the South San Francisco Conference Center, which is in high demand both locally and regionally. There is also an opportunity to develop partnerships that increase community access to education, such as partnerships with SFSU to host in-person and/or distance learning programs at the LCC.

A sample program focused on opportunities and innovation could include additional medium/ large, flexible classroom spaces and conference and collaboration rooms. Flexible “gallery” space could also be developed for occupancy by service partners.



PRESCHOOL OPTION

Parks & Recreation is exploring strategies to meet the community's significant demand for licensed preschool programs. As an option, it may be possible to develop up to three preschool classrooms and associated support spaces at the LCC, in addition to one of the Options A-C listed above. Outside play space would also be required that can be secured/restricted during preschool program hours. The Preschool would be an independently operable module within the LCC.

As an alternative, the City is evaluating the option of repurposing the current Main Library building as a preschool facility once the LCC is opened.

3. SITE PROGRAM

Library and Parks & Recreation staff also explored concepts for programming the LCC site. The amount of site area available will depend on the parking strategy for the campus (on-grade, parking structure, subterranean under-building); the City has not yet determined its preferred strategy.

Three site program emphases were discussed – Community Gathering, Active, and Park. Common to all options is the Centennial Trail, with variations on how it connects to and through the site. In all options, the LCC site will also provide much-needed playground and park space for residents of the Sunshine Gardens neighborhood. Enhanced/dedicated playground space will also be required in any of the options if the Preschool program is included at the LCC site.

Staff have expressed a preference for the amenities and programming opportunities described in the Community Gathering site program option.

Site Program Option 1 – Community Gathering

To foster community gathering and reflect the civic quality desired for the LCC, a large flexible use plaza forms the heart and connective tissue of the site, tying into the building entry and parking. Loose furniture and perhaps a water feature integrated into the paving system would welcome informal and casual recreational use of the plaza. The plaza would also support several hundred people for programmed events, with a raised platform/ seat wall to act as an exterior "stage." A large meadow would extend the capacity of the plaza to support informal lounging and picnicking as well as programs such as movie nights.

To prevent too much cross traffic during outdoor events, the Centennial Trail will pass through close to the LCC building. This will allow the plaza and meadow to extend uninterrupted from Antoinette to the LCC, and provide activity and movement along the long building façade.

Site Program Option 2 – Active

Should the fitness option be pursued in the LCC program, the outdoor space could be designed to complement and extend that emphasis with spaces and features to promote activity and wellness. A pedestrian loop could intersect the Centennial Trail, with small structures, equipment, and features to support various exercises. An open lawn inside the loop would be ideal for active recreation and casual sports. The playground would emphasize design and equipment for activity.



16 February 2017

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The Centennial Trail could be located closer to Antoinette, creating a pedestrian zone and gathering space between the Trail and the building entrance.

Site Program Option 3 – Park

This option introduces a stronger landscaping and park language to the site, creating a sanctuary within this very urban area. An undulating Centennial Trail and walking trail would define various landscaped zones for passive recreation, reading, and small group gathering. The spaces along the ground floor of the LCC would engage the trails and open spaces through terraces and gardens, allowing programs and classes to spill out and enjoy the park-like atmosphere of the site.

SUMMARY PROGRAM	Net SF	Req'ts/Notes
SHARED	10,940	
The Hub	3,000	
Entry/lobby	2,000	
Welcome/info desk	100	
Café	300	operational model TBD
Friends store/storage	500	joint P+R and Library Friends
Copy center	100	
The Forum	3,200	see P+R Program
Forum	3,200	large, flexible space
Council Chambers & Support	4,740	see P+R Program
Chambers, AV, storage	3,750	
Council spaces	640	
City staff space	350	
LIBRARY	22,550	
Library Core	19,050	see Library Program
The Exchange/Marketplace	4,000	
Children's Library	6,000	includes children's program space
Teen Zone	2,000	
Adult Library	5,000	
Collaboration Spaces	1,650	six rooms - various sizes
Project Read	400	see Staff Program for Project Read staff space
Discovery Center	3,500	see Library Program
Library program room	1,600	up to 100 occupants
Technology lab/classroom	800	
Tinker/maker space	1,100	
PARKS + REC	17,600	
Classrooms/Program Rooms	9,600	see P+R Program
Classrooms - large	4,800	four rooms; includes storage
Classrooms - medium	2,000	two rooms; includes storage
Dance rooms	2,800	two rooms + office, support
Social Hall	8,000	see P+R Program
Social hall/banquet space	6,000	
Kitchen, storage, etc.	2,000	
STAFF + SUPPORT	11,370	
Staff	11,370	Refer to Staff Program
Library	5,810	
P+R	2,900	
Shared and support	2,660	
TOTAL PROGRAM - BASE		
Subtotal NSF	62,460	
Net to Gross - 25%	19,540	Includes restrooms, mech/elec, infrastructure, etc.
Total Base Program	82,000	
WITH OPTIONS		
Option A - Cultural Arts	85,500	Black box theater + exhibit gallery
Option B - Health + Wellness	85,500	Fitness center + enhanced changing rooms
Option C - Opportunities	85,500	Additional collaboration/ gallery/ flex space
ADD Preschool	91,500	3 classrooms + staff/support space
* NOTE: All spaces and sizes to be confirmed with design team. Size +/- 15% can be considered on program.		

LIBRARY PROGRAM SPACES		Qty. - Base	Size Ea.	Net SF	
Library Core				19,050	Req'ts/Notes
The Exchange					
	Circ/info desk			200	
	Holds/self-check			300	
	Collection			1,500	new/popular materials; media
	Seating			1,500	variety - counter, lounge, table
	Technology			500	open stations
	Subtotal			4,000	
Generations - Collections, Seating, Technology					
	Children's Library			6,000	incl. storytelling space
	Teen Zone			2,000	
	Adult Library			5,000	incl. quiet reading
	Subtotal			13,000	
Collaboration Spaces					
	Group - small @150	3	150	450	occupancy 2-4 each
	Group - medium @300	2	300	600	occupancy 6-8 each
	Group - large @600	1	600	600	occupancy 12-16 each
	Subtotal	6		1,650	
Project Read - Public Area					
	Tutoring room	1	300	300	occupancy 6-8
	Literacy collection			100	
	Program staff/ storage			-	see Staff program
	Subtotal	1		400	
Discovery Center				3,500	Req'ts/Notes
Discovery Center			low end	high end	
	Library program room - dedicated	1	1,200	1,600	occupancy up to ~100; incl. storage
	Technology lab/classroom	1	600	800	classroom setup; incl. storage
	Tinker space	1	800	1,100	incl. storage
	Subtotal	3	2,900	3,500	
* NOTE: All spaces and sizes to be confirmed with design team. Size +/- 15% can be considered on program.					

P+R PROGRAM SPACES		Qty - Base	Size Ea.	Net SF	
Park & Rec Core				17,600	Req'ts/Notes
Flexible					
Classrooms - large	4	1,200	4,800		like Belloni/ Peterson/ Butterfly; incl. stor.
Classrooms - medium	2	1000	2,000		like Weber; incl. stor.
Subtotal	6		6,800		
Dance					
Dance studio - large	1		1,600		incl. storage
Dance studio - medium	1		800		incl. storage
Office/changing/support			400		
Subtotal	2		2,800		
Social Hall					
Social hall/banquet space	1		6,000		
Kitchen, storage, etc.			2,000		incl. demonstration kitchen
Subtotal	1		8,000		
The Forum				3,200	Req'ts/Notes
Forum					
Forum	1		3,000		MSB Atrium successor
Forum storage	1		200		
Subtotal	1		3,200		
City Council Chambers & Support				4,740	Req'ts/Notes
Council Chambers					
Dais			300		
Audience	1		2,700		flexible; seating not fixed
TV/IT room			300		
Storage			450		
Subtotal	1		3,750		
Council Support					
Council closed session room	1	500	500		~8-10 around table + observers
Kitchenette			80		
Council restroom			60		single occ.
Subtotal	1		640		
City Staff Space					
Clerk satellite office	1	150	150		
Open/flexible work area			160		
Copy/print			40		
Subtotal			350		
* NOTE: All spaces and sizes to be confirmed with design team. Size +/- 15% can be considered on program.					

STAFF PROGRAM					
	Qty.	Type	Size Ea.	Net SF	
Shared Spaces - Lib+PR		3 wksta		2,660	Req'ts/Notes
Shared Reception					
P&R reception counter staff	2	Open	50	100	
Library counter staff	1		50	50	
Public side of counter	1		100	100	
Meetings/Collaboration					
Small conference	2		150	300	occupancy 2-4
Medium conference	2		300	600	occupancy 6-8
Large conference	1		600	600	occupancy 12-16
Shared Flexible Work					
Workstations - unassigned	2	Open	40	80	interns, volunteers, surge
Support					
Lounge/break room	1		200	200	
Lockers	1		100	100	
Mailroom	1		150	150	
Print/copy	1		80	80	
Storage	1		300	300	
Library Staff		30 wksta		5,810	Req'ts/Notes
Administration					
Director	1	Office	200	200	
Assistant Director	1	Office	150	150	
Management Analyst	1	Office	120	120	
Library Admin Assistant	1	Open	80	80	
Admin. secure storage	1		150	150	confidential materials; safe
Technical Services					
TS/Adult Services Manager	1	Office	120	120	
Workstations	4	Open	80	320	
AMH/sorting room	1		900	900	
Workroom	1		500	500	
Branch					
Patron Services/Branch Mgr	1	Office	120	120	
Workstations	4	Open	80	320	
Program storage	1		150	150	
Children's Services					
CS Manager	1	Office	120	120	
Workstations - assigned	4	Open	80	320	
Program storage	1		150	150	
Reference					
Reference Manager	1	Open	80	80	
Workstations	4	Open	80	320	
Program storage	1		100	100	
Literacy					
Project Read Manager	1	Open	80	80	
Workstations	5	Open	80	400	3 FT coordinators + 2 PT
Literacy intake/tutoring	1		100	100	
Program storage	1		100	100	
Flexible/Unassigned					
Future positions TBD	2	Open	80	160	tech learning + history/digital specialists
Workstations - flexible	3	Open	50	150	interns, volunteers, special proj. coord/staff
Circulation Allowance			20%	600	allowance for circulation in office/work area
Park & Rec Staff		9 wksta		2,900 SF	Req'ts/Notes
Administration					
Director	1	Office	200	200	
Manager	1	Office	150	150	
Admin II	1	Open	80	80	
Cultural Arts Specialist	1	Open	80	80	
Recreation					
Supervisors	2	Office	120	240	
Management Analyst	1	Office	120	120	
Coordinator - rentals	1	Office	120	120	
Coordinator	1	Open	80	80	
Program storage	1		150	150	n.i. seasonal, etc.
Flexible/Unassigned					
Future positions TBD	1	Open	80	80	special events coordinator
Workstations - flexible	2	Open	50	100	clerks; interns; offsite coordinators
Circulation Allowance			20%	300	allowance for circulation in office/work area
Rec Storage				1,200	no adjacency required with staff area
Workstations by Department					
Library	30	assigned worksta.			plus 5 flexible/growth
PR	9	assigned worksta.			plus 3 flexible/growth
Shared PR/Lib	3	reception worksta.			plus 2 flexible/shared
	42	assigned worksta.		271 SF	gross density - SF/assigned workstation
	7	flex/non-assigned worksta			
	5	collab. spaces		8	staff per collaboration space (avg)
* NOTE: All spaces and sizes to be confirmed with design team. Size +/- 15% can be considered on program.					

OPTIONS A, B, C	Qty - Base	Size Ea.	Net SF	
Options				
Option A - Cultural Arts				
Black Box theater	1		1,600	performance + audience
Dressing rooms			300	
Light/sound/recording rooms			300	
Theater storage			300	
Gallery - flexible			300	art, history, cultural....
Subtotal	1		2,800	NSF
			3,500	GSF
Option B - Fitness				
Fitness center	1		2,000	
Enhanced changing rooms			500	(see P+R Dance changing rooms)
Storage			300	
Subtotal	1		2,800	NSF
			3,500	GSF
Option C - Opportunities				
Lab/classrooms - large	1	1,100	1,100	
Lab/classrooms - medium	1	800	800	
Conference rooms	1	300	300	one medium or two small
Gallery - flexible			600	partners
Subtotal	2		2,800	NSF
			3,500	GSF
* NOTE: All spaces and sizes to be confirmed with design team. Size +/- 15% can be considered on program.				

PRESCHOOL PROGRAM	Qty.	Size SF	Ext. SF	
PRESCHOOL PROGRAM - BASE				
Classrooms				
Classrooms	3	750	2,250	20 child occupancy; raised platform
Restrooms	3	100	300	2 toilets per classroom
Kitchen	3	100	300	1 per classroom
Storage	3	100	300	1 per classroom
Subtotal			3,150	
Office/Support Space				
Entry Lobby/Reception	1	300	300	Controlled entry
Conference Room	1	150	150	6 people
Isolation Space	1	50	50	Room for child to lay down
Laundry Room	1	100	100	
Admin Office	1	150	150	
Teacher Work Area	3	100	300	1 workstation per classroom
Teacher Workroom	1	150	150	
Teacher Lounge	1	150	150	Kitchen
Teacher Restroom	1	60	60	Unisex
Subtotal			1,410	
Preschool @ PUC Totals				
Net Assignable Square Footage:			4,560	
Net-to-Gross (20%)			1,440	
Total SF			6,000	
Outdoor Space				
Outdoor Play Area	1	4,500	4,500	75 sf per child, drinking fountain
Subtotal			4,500	

OUTDOOR SPACE OPTIONS A, B, C	
Options	
Option A - Community Gathering	
<i>Events Plaza</i>	<i>Performance, audience, loose furniture, tents</i>
<i>Performance Platform/Seatwall</i>	<i>Impromptu stage, two-sided (to building or plaza)</i>
<i>Tranquil Meadow</i>	<i>Park-like, flexible for infrequent large events</i>
<i>Centennial Trail</i>	<i>Along building</i>
<i>Preschool Playground*</i>	<i>Contingent on preschool @PUC</i>
Option B - Active	
<i>Fitness Loop</i>	<i>Curated loop of interactive outdoor fitness equipment and signage</i>
<i>Sports Meadow</i>	<i>Open grass area for small scale active and passive recreation</i>
<i>Centennial Trail</i>	<i>Bike and running path. Engage building and site programs</i>
<i>Community Playground</i>	<i>Large play structures for Sunshine Gardens</i>
<i>Preschool Playground*</i>	<i>Contingent on preschool @PUC</i>
Option C - Park	
<i>Art Yards</i>	<i>Outdoor workspace and gallery for P&R classrooms and Library makerspace</i>
<i>Reading Gardens and Terraces</i>	<i>Tranquil, landscape spaces with varying degrees of light, sound, and privacy</i>
<i>Walking Trail</i>	<i>Connect and disconnect from building. Connect gardens and terraces</i>
<i>Centennial Trail</i>	<i>Bike and running path. Meander through site and landscaping</i>

A Attachment E



CSS ENVIRONMENTAL SERVICES, INC.
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(415) 883-8203
fax (415) 883-8204

August 26, 2016

Mr. Sam Bautista
City of South San Francisco
Engineering Division
315 Maple Avenue
South San Francisco, CA 94080

**Subject: Transmittal of Environmental Site Assessment
Former South San Francisco Redevelopment Agency Parcels
North of Chestnut Avenue
South San Francisco, CA 94080
CSS Project No: 6897**

Dear Mr. Bautista:

CSS Environmental Services, Inc. (CSS) is pleased to submit the following Environmental Site Assessment (ESA) report for the former South San Francisco Redevelopment Agency parcels north of Chestnut Avenue in South San Francisco, California 94080, herein referred to as the Site. The objective of this ESA was to identify historical or current activities at the Site and surrounding properties which could have contributed to, or may currently contribute to, the degradation of the Site's soil and/or groundwater to the extent that they represent a recognized environmental condition. This ESA was prepared with considerations set forth in the ASTM designation E1527-13 document describing standard practices for Phase I ESAs. CSS has noted any significant variances to ASTM in the report. This ESA represents the opinions of CSS and is subject to the limitations and uncertainties statement included.

Through this ESA, CSS has determined that no recognized environmental condition is present at the Site. Two Site parcels are identified as having potential environmental conditions at the Site. These potential environmental conditions do not present the risk of bringing a possible enforcement action upon the Site owner; rather they present the risk of creating an environmental condition that might limit future development scenarios such as residential use or the development of groundwater resources, or the presence of hazardous materials that may require special disposal during any future development. Please refer to the attached ESA for details.

If you have any questions or comments regarding this report, please do not hesitate to call the undersigned at (415) 883-6203.

Sincerely,
CSS ENVIRONMENTAL SERVICES, INC.

A handwritten signature in black ink, appearing to read 'A. Stessman', written over a horizontal line.

Aaron N. Stessman, PE
Principal Engineer

Enclosure



CSS ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SITE ASSESSMENT
Former South San Francisco Redevelopment Agency Parcels
North of Chestnut Avenue
South San Francisco, California 94080**

CSS Project No: 6897

August 26, 2016

Prepared for

**The City of South San Francisco
Engineering Division
315 Maple Avenue
South San Francisco, California 94080**

Prepared By

**CSS ENVIRONMENTAL SERVICES, INC.
100 Galli Drive, Suite 1
Novato, California 94949**



CSS ENVIRONMENTAL SERVICES, INC.

**ENVIRONMENTAL SITE ASSESSMENT
Former South San Francisco Redevelopment Agency Parcels
North of Chestnut Avenue
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CSS Project No: 6897

Prepared for

**The City of South San Francisco
Engineering Division
315 Maple Avenue
South San Francisco, California 94080**

Prepared by

**CSS ENVIRONMENTAL SERVICES, INC.
100 Galli Drive, Suite 1
Novato, California 94949**

August 26, 2016

A handwritten signature in black ink, appearing to read 'A. Stessman', is written over a horizontal line.

**Aaron N. Stessman, P.E.
Principal Engineer**





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APPENDICES

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CSS ENVIRONMENTAL SERVICES, INC.

EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was performed by CSS Environmental Services, Inc. (CSS) in order to evaluate whether a *recognized environmental condition* exists at parcels of land owned by the former South San Francisco Redevelopment Agency north of Chestnut Avenue in South San Francisco, herein referred to as the Site.

The term *recognized environmental condition* is defined by the American Society for Testing and Materials (ASTM) as follows:

“In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the processes established by this practice is to identify *recognized environmental conditions*. The term *recognized environmental conditions* means the presence or likely presence of any *hazardous substances* or *petroleum products* on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *recognized environmental conditions*.”

The term *potential environmental condition* is applied by CSS to *de minimis* conditions that, while they do not present the risk of bringing a possible enforcement action upon the Site owner, they present the risk of creating an environmental condition that might limit future development scenarios such as residential use or the development of groundwater resources, or the presence of hazardous materials that may require special disposal during any future development.

The Phase I ESA was performed by CSS in consideration of standard practice for Environmental Site Assessments as described in ASTM designation E 1527-13. CSS has noted any significant variances to ASTM in the report. Based on information gathered through the ESA, no *recognized environmental condition* is identified. CSS’s relevant findings regarding *potential environmental conditions* are summarized below. The reader is referred to the body of this document for more detail.

The Site has a long history of use, and the following historical uses of the Site are identified as *potential environmental conditions* for the purposes of the Phase I ESA based upon the Site history review described in Section 3 of this ESA. Each of these has been further evaluated in the environmental records review of Section 5:

- Agricultural Use (1925 and earlier),
- Electric Passenger Railroad Use (1903-1949),
- Automobile Sales and Service (1956-2011),



CSS ENVIRONMENTAL SERVICES, INC.

- Golf Practice Course/Range (1965-1981),
- Automobile Parking Lot (1965-2009) and
- Contractor Staging (1998-2006).

A reconnaissance of the Site and vicinity was conducted on July 27, 2016. No *potential environmental conditions* were identified during the Phase I ESA for the Site based upon the site reconnaissance described in Section 4 of this ESA.

During the environmental records review portion of this ESA, described in Section 5, *potential environmental conditions* were identified for the following Site Parcels:

Parcel 1, Former Ron Price Motors, 1 Chestnut Avenue. This former automobile sales and service facility operated fuel USTs (1 diesel, 2 gasoline, and 1 waste oil) until they were permanently closed by removal in May of 1991. The San Mateo Environmental Health Services Division inspected their removal and found the “tanks in general good condition, no holes.” Environmental records relating to the removal of USTs, subsequent fuel contaminated soils remediation and groundwater monitoring were identified. The Site received a “no further action” letter and was closed by SMEHSD in 1996. In addition, a Phase I ESA was conducted for Parcel 1 and a Limited Phase II ESA was also conducted, both in 2007. The following *potential environmental conditions* are identified for Parcel 1 as a result of the environmental records review:

- Based on the age of the building lead-based paint and asbestos may have been used in its construction, a lead and asbestos survey is recommended if the building is slated for renovation or demolition.
- Low levels of petroleum hydrocarbons may be found in soils and pavement on the property which may prohibit their recycling/reuse and may require special disposal during future development.

Parcel 3, 1010 El Camino Real. Parcel 3 does not appear in the environmental records database. In 2005 a Phase I ESA and a Limited Phase II ESA were conducted for Parcel 3. The following *potential environmental condition* is identified for Parcel 3 as a result of the environmental records review:

- Parcel 3 may be impacted with historical aerially deposited lead from vehicle emissions along the adjoining heavily traveled El Camino Real. Lead was found in surface soils at a concentration of 280 mg/Kg exceeding the environmental screening level (ESL) of 80 mg/Kg for residential use but below the commercial land use ESL of 320 mg/Kg.
- In addition, petroleum hydrocarbons in the diesel range (TPH-DRO) were found here at a maximum concentration of 360 mg/Kg. The residential land use ESL for TPH-DRO is 240 mg/Kg and its commercial land use ESL is 1,200 mg/Kg.
- Lead and TPH-DRO present in surface soils at Parcel 3 represent a *potential environmental condition* as their concentrations exceed their respective residential ESLs. Further investigation of the source, nature and extent of lead and TPH-DRO and the removal of any objectionable materials from Parcel 3 may be required if residential redevelopment is



desired. The presence of lead and TPH-DRO in soils may additionally prohibit their recycling/reuse and may require special disposal during any future development.

During the environmental records review portion of this ESA, described in Section 5, *potential environmental conditions* at the Site were identified due to adjoining or vicinity sites. The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources. None of these *potential* environmental conditions due to off-site sources is considered likely to pose a significant risk of creating a *recognized environmental condition* to the Site.

San Francisco Water Department, Current BART Right-Of-Way. This property adjoins Site Parcel 3 to the west and Site Parcel 2 to the east and the presumed source(s) of contamination is upgradient with respect to assumed groundwater flow. In about 2012 the San Francisco Water Department installed a multi-level monitoring well on their property east of El Camino Real and discovered tetrachloroethylene (PCE, a typical dry cleaning solvent) contamination in groundwater. San Mateo County has directed voluntary investigations to determine the source of contamination by a number of former dry cleaners in the vicinity including Norge Village at 1155 El Camino Real, Carriage Cleaners at 1121 El Camino Real, and My Cleaners at 1053 El Camino Real.

Former Acutech Auto, 45 Chestnut Ave. This property adjoins the Site Parcel 1 (1 Chestnut Ave) to the east. Soil contamination from gasoline range hydrocarbons was discovered during the removal of USTs in November 1991. A groundwater monitoring well was installed on the property where groundwater was encountered at a depth of about 23 feet. The site's environmental consultant assumed the groundwater flow direction at this site is easterly toward Colma Creek and away from the Site. Based on the results of subsequent monitoring San Mateo County closed the site and issued a letter of no further action in 2003. Their closure documents note that "An unknown amount of hydrocarbon impacted soil remains in the subsurface at the site in the vicinity of the former tank pit around 13 to 14-feet bgs. City of South San Francisco Building Department has been notified that should excavation or development of the property be proposed that may encounter impacted soil or groundwater, San Mateo County Environmental Health Division must be notified as required by Government Code Section 65850.2.2." The former tank pit is located within a few feet of Site Parcel 1. Should development of Site Parcel 1 include excavation along its eastern property line, subsurface soils and/or groundwater may be found to contain petroleum hydrocarbon compounds from 45 Chestnut Avenue likely resulting in special disposal of excavated soils.

These conclusions are based on the information gathered and described in this report, and are subject to the exclusions of Section 1.3 and the limitations and uncertainties presented in Appendix F.



1.0 INTRODUCTION

This report presents the results of a Phase I Environmental Site Assessment (ESA) of parcels of land owned by the City of South San Francisco Redevelopment Agency located north of Chestnut Avenue and east of El Camino Real in South San Francisco. The general location of the parcels is shown on the attached Figure 1, and in detail on Figure 2. In this report, CSS has numbered the parcels 1 through 3 for convenience and they are collectively referred to as the Site. The objective of the ESA was to identify historical or current activities at the Site and surrounding properties which could have contributed to, or currently contribute to, the degradation of the environmental quality of the Sites's soil and/or groundwater, thereby representing a *recognized environmental condition*.

The term *recognized environmental condition* is defined by the American Society for Testing and Materials (ASTM) as follows:

“In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the processes established by this practice is to identify *recognized environmental conditions*. The term *recognized environmental conditions* means the presence or likely presence of any *hazardous substances* or *petroleum products* on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *recognized environmental conditions*.”

The term *potential environmental condition* is applied by CSS to *de minimis* conditions that, while they do not present the risk of bringing a possible enforcement action upon the Site owner, they present the risk of creating an environmental condition that might limit future development scenarios such as residential use or the development of groundwater resources, or the presence of hazardous materials that may require special disposal during any future development.

1.1 Purpose

This report was prepared by CSS Environmental Services, Inc. (CSS) for The City of South San Francisco Engineering Division for their purposes in the prospective sale of the Site. The City intends to transfer the properties to a Successor Agency to the Former Redevelopment Agency of South San Francisco at a fair market value and place some of the properties on the open market. The South San Francisco Redevelopment Agency along with all 400 California redevelopment agencies was dissolved by order of the California Supreme Court in a decision issued on December 29, 2011.

Together the City intends future development of the properties as a mixed-use, transit oriented development and open space. The goal of the Phase I ESA is to identify any environmental contamination and remediation for the Site.

1.2 Scope of Work

The Phase I ESA was performed by CSS in consideration of standard practice for Environmental Site Assessments as described in ASTM designation E 1527-13. The purpose of this practice is to define good commercial and customary practice in the United States of America for conducting an ESA of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. As such this is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to a CERCLA liability.

The scope of work for the Phase I ESA included aerial photograph reviews; reviews of historic Sanborn insurance maps; a review of site setting sources; a site reconnaissance; an interview with a site owner representative; a review of information contained in regulatory agency lists, interviews with regulatory agency representatives, and reviews of regulatory agency documents through the GeoTracker and Envirostor databases and the libraries of CSS.

1.3 Exclusions

The ASTM Phase I ESA standard practice excludes the assessment of the following potential environmental hazards as they are excluded from CERCLA and should nevertheless entitle the user to the innocent purchaser defense, assuming that other requirements of the defense are met:

- Asbestos Containing Materials
- Lead Based Paint
- Radon
- Mold
- Lead in Drinking Water

Determining the precise boundaries of the Site is outside of the scope of this ESA although every care has been made to ensure that the assessment of *potential environmental conditions* and *recognized environmental conditions* extends to most recent configuration of the parcels. A drawing prepared by Sandis for the City of South San Francisco dated May 18, 2016 and entitled “Proforma ALTA/NSPS Survey” is considered by this ESA to represent the Site. The Site properties are shown in general detail on the attached Figure 2 Site Parcels. CSS has numbered the parcels 1 through 3 for convenience. A more specific legal description of the properties is provided in Section 1.5 below.

1.4 Report Organization

The ESA is described in Sections 1 through 7. Site location and vicinity maps are presented on Figures 1 and 2 found in Appendix A. Appendix A also contains site reconnaissance photographs from the July 27, 2016 site visit. Appendix B of this ESA contains historical information including aerial photographs, historic photographs, topographic maps, and Sanborn Fire Insurance Company



maps. The Environmental Data Resources, Inc. (EDR) DataMap™ 1 Chestnut Ave report of Site and vicinity sites appearing under various regulatory lists are included as Appendix C. Selected information gathered from agency environmental record reviews are included as Appendix D. Owner interview records are presented in Appendix E and the limitations and uncertainties to which this report is subject are provided as Appendix F.

1.5 Site Location and Legal Description

The Site is located in the Colma Creek valley and is entirely within the limits of the City of South San Francisco in San Mateo County, California. A site location map is included as Figure 1 and a more detailed Site Parcels map is included as Figure 2. Aerial views of the Site are also included in Appendix A.

The boundary of the Site is located north of Chestnut Avenue, west of Mission Road and east of El Camino Real. The Bay Area Rapid Transit (BART) right-of-way, owned by City and County of San Francisco Water Department passes east of Parcels 1 and 2 and west of Parcel 3.

CSS understands the Site includes the following San Mateo County Assessor Parcel Numbers (APNs), with approximate parcel acreages reported:

- | | | |
|---------------------------------|-----------------------------|---------|
| • Parcel 1, 1 Chestnut Ave | APN 011-322-030 | 1.65 AC |
| • Parcel 2, No Address | APN 093-312-060/093-312-050 | 8.54 AC |
| • Parcel 3, 1010 El Camino Real | APN 011-326-030 | 0.56 AC |

Every care has been made to ensure that the assessment of potential environmental conditions extends to the most recent configurations of the Site, as described herein. A drawing prepared by Sandis for the City of South San Francisco dated May 18, 2016 and entitled “Proforma ALTA/NSPS Survey” is considered by this ESA to represent the Site.

Site vicinity landmarks include the El Camino Real (Highway 82) west of the Site and the channeled Colma Creek which crosses the Site. The underground Bay Area Rapid Transit (BART) railway divides the Site. The San Francisco Bay is located about 1½-miles east and San Francisco International Airport about 2-miles southeast, of the Site.



2.0 SITE DESCRIPTION

2.1 Current and Future Land Uses

Parcel 1 is developed with a commercial building and paved parking lot presently used by Pet Club as a retail pet supply business. Parcels 2 and 3 are undeveloped except for minor paved parking areas. Photographs of various Site features are shown in Photos 1 through 23 of Appendix A.

2.2 Adjoining Properties

A reconnaissance of the area surrounding the site was conducted on July 27, 2016 and included observation of the surrounding sites, as could be observed without encroaching on private property. Parcel 1 and Parcel 3 are located on the north side of Chestnut Avenue. Antoinette Land separates Parcel 1 and Parcel 2. East and north of Parcel 1 and north of Parcel 2 are apartment buildings. Colma Creek and the adjoining Centennial Way Trail meander through Parcel 2. Northwest of Parcel 2 and north of Parcel 3 is Kaiser Hospital and its associated parking garage. East of Parcel 2 is Mission Road. The BART right-of-way passes between Parcel 2 and Parcel 3. The tracks for BART are underground near the Site; however an above ground BART vent facility is present with a paved access road. West of Parcel 3 is El Camino Real; a primary vehicular arterial of the San Francisco Peninsula which is mostly commercial oriented but also has multi-family developments along its frontages.

2.3 Geologic and Hydrogeologic Setting

The City of South San Francisco is located on the San Francisco Bay Peninsula in a region dominated by Quaternary sediments and bedrock of the Jurassic/Cretaceous Franciscan Assemblage.

The Site is located in the low-lying Colma Creek Valley southwest of the base of the southern slope of Signal Hill which itself is located in the San Bruno Mountain foothills. Native surface sediments consist locally of Holocene alluvium and bay sediments consisting primarily of silty sand, silt or sandy silt Quaternary in age. These sediments may overlie unconsolidated, well sorted fine to medium-grained sands of the extensive Pleistocene Colma Formation. Bedrock of the Franciscan Assemblage can be expected to be encountered within 100 feet below ground surface. This formation is comprised primarily of highly folded and fractured sedimentary and metamorphic rock.

Major faults in the vicinity of the Site include the northwest trending Hillside Fault approximately 1-mile north of the site, the San Bruno Fault approximately 1-mile south of the Site, and the San Andreas Fault located about 2-miles southwest of the Site.

The Site lies at an average elevation of about 40 feet above mean sea level. Area topography slopes gently to the southeast in general and toward Colma Creek locally. West of the Site the El Camino Real is situated on a bench which rises more steeply above the Site. Parcel 3 of the Site, fronting El Camino Real, is sloped steeply to the East. The channeled Colma Creek crosses the Site, passing diagonally from the west side of Parcel 2 as it travels to the southeast. Colma Creek empties to the



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San Francisco Bay about 2 miles east-southeast of the Site.

The shallow groundwater flow direction reported for a number of Site vicinity sites is toward the Colma Creek channel. The depth to groundwater is approximately 20 feet.

The portions of the Site immediately adjoining Colma Creek and northeast of Colma Creek appear to be located within the FEMA 100-year flood zone.

2.4 Meteorological Information

The daily high and low temperatures (annual averages) in South San Francisco zip code 94080 are 65° F and 50° F, respectively. The average annual precipitation is 20.1 inches. Meteorological information was obtained from Weather.com.

3.0 SITE HISTORY

3.1 Chain of Title

A chain of title search was not performed as part of the scope of this ESA however CSS has some knowledge of the recent title history. Parcel 1 is thought to have been acquired from Ron Price in 2008. Parcel 2 and Parcel 3 are thought to have been acquired from the San Francisco Public Utilities Commission (SFPUC) in 2008. Parcel 3 is thought to have previously been owned by Charles and Lana Petrocchi, who swapped this Parcel with the SFPUC for property south of Chestnut Avenue in about 2006.

3.2 Historical Records Review

To establish the history of the Site and vicinity the resources noted below were consulted. Copies of many of these records may be found attached in Appendix B.

- Historic records (Hist) were reviewed at the historical archives of the South San Francisco Public Library and included photographs, maps, journals, newspaper articles and a transcribed 1981 interview with a life-time resident, Amadeo Sola, who recalled local events and South San Francisco features dating to the early 1900's. A number of historic photos are reproduced and annotated in Appendix B.
- Aerial photographs (Aerial Photos) from 1943, 1946, 1956, 1965, 1968, 1974, 1982, 1993, 1998, 2005, 2006, 2009, 2010 and 2012 covering the Site, and representative portions of vicinity properties, were reviewed by CSS and are attached in Appendix B.
- Historic topographic maps (Topo Maps) from 1896, 1899, 1915, 1939, 1947, 1950, 1956, 1968, 1973, 1980, 1995, 1996 and 2012 including representative portions of the Site and surrounding areas were also reviewed by CSS and are attached in Appendix B.
- Sanborn Fire Insurance Company maps (Sanborn Maps) do not cover the Site. Limited coverage of vicinity properties in CSS's library were reviewed for the years 1925, 1950, 1956 and 1970.
- City Directories (City Directories) with listings on Chestnut Avenue for the years 1970, 1977, 1980, 1985, 1992, 1995, 1999, 2003, 2008 and 2013 were reviewed by CSS and are attached in Appendix B.
- An Environmental Site Assessment of a 1.12 Mile Corridor Owned by the San Francisco Public Utilities Commission was prepared by CSS Environmental Services dated October 7, 2005. The ESA was prepared for the South San Francisco Redevelopment Agency and supported their purchase of a number of Site parcels. This document was reviewed by CSS.
- A Phase I Environmental Site Assessment of 1 Chestnut Avenue was prepared by Basics Environmental dated September 28, 2007 for Ron Price Motors. This document was reviewed by CSS.
- A Phase I Peer Review and Limited Phase II Environmental Site Assessment was prepared by CSS Environmental Services dated December 3, 2007 for the South San Francisco Planning Division. This document was reviewed by CSS.

The observations from these resources regarding the history of the Site are detailed in the table below:

Date-Source	Observations
Circa 1776-Hist	The historic El Camino Real, "The King's Highway" passes on or near the Site. Its path appears to follow the present El Camino Real south of the Site and Mission Road north of the Site. The Historic El Camino Real was built in the 18th century to help protect Spanish landholdings in California and link the Catholic missions, pueblos and presidios that existed between San Diego and Sonoma. 18 th century Spanish missions were located in San Francisco, Santa Clara and San Jose.
1863-Hist	Southern Pacific Railroad (SP) constructed a rail line and operated steam engine passenger service on their property (Present BART right-of-way) adjoining the Site between about 1863 and 1928. Later, SP transported freight on this rail line. Stations served by SP near the Site (as reported in 1903) included Holy Cross Station (about 1-mile north of the Site), and Baden Station (very near and possibly on the Site near the present Mission Road and Oak Ave intersection)
1896 and 1899- Topo Maps	This historical topographic maps show the "Southern Pacific RR" line that is adjoining and west of the Site. "Baden Sta." is labeled on the map. Baden Station appears to be at the present Mission Road at Oak Avenue intersection and is thought to be very near and possibly on the Site. Oak Ave and Mission Road are the only roads shown in the Site vicinity at this time. Mission Road appears to follow its present course at the northeast side of the Site, then along the present Antoinette Lane and along the present El Camino Real south of the Site. Structures are shown on these topo maps and none appear to be on Site. A branch rail line (probably the original South San Francisco Land and Improvement Company rail line constructed in about 1891) is shown heading east from Baden Station into South San Francisco along the current location of Railroad Avenue.
1903-Hist <i>Also see Historic Photo 1</i>	Rail service was extended into San Mateo by the United Railroads of San Francisco including construction of a dual track railway on the Site. This rail line will be known for many years as the 40 line. The portion of the railway along the Site was described in 1906 as "built through a private right of way" and was immediately adjacent and west of the Southern Pacific (SP) Railroad (present BART subway Right-of-way owned by the City of San Francisco). Photo 1 shows typical 40 line and SP line trains passing along their parallel rights of way.
1915-Topo Map	This historical topographic map shows now further developments near the Site including El Camino Real along its present course as are streets at the present locations of Mission Road, Oak Street and Willow Street (which once extended to Mission Road). The United Interurban railway can be seen adjoining the SP Railroad shown in the 1899 Topo Map, and passes through the Site. Compared to that map, further substantial developments are now present in downtown South San Francisco.
1916-Hist <i>Also see Historic Photo 2</i>	The South San Francisco Railroad (see 1899) was rerouted from Railroad Avenue to Grand Avenue and along a new extension of Grand Avenue to Mission Road meeting the San Francisco and San Mateo Electric Railway (nee United Railroads of San Francisco) west of Mission Road and the SP line at a new station known as Leipsic Station. Leipsic Station is thought to have been north of the Site. A historic undated photograph of Leipsic Station can be found in Appendix A.
1919-Hist	A reorganization of the United Railroads of San Francisco results in the Market Street Railway taking the San Francisco and San Mateo Electric Railway.

Date-Source	Observations
1925-Sanborn Maps and Hist, Circa 1930 Hist. Photos <i>See Sanborn Map 1, Map 1A, and Historic Photo 3 of Appendix A</i>	An April 1925 Sanborn Map does not cover the Site, presumably because it is undeveloped. El Camino Real and Mission Road meet at a "Y" intersection just south of the Site. Historic Photo 3 shows a view from Mission Road toward El Camino Real near the Site from about this time. A portion of the Market Street Railway south of the site is shown as the "Market Street Ry. (Electric)" and is approximately 100-feet in width. Adjoining this to the east is the "Southern Pacific R.R. (Valencia Colma Branch)." The present Orange Park south of the Site is noted as "Park Reserve" and is described as "Flat Ground Partly Covered With Thick Brush". South of the Site at the former intersection of El Camino Real and Mission Road, the Sanborn map shows a "Standard Oil of California – South San Francisco Service Station". Northwest of the Site, across El Camino Real the Sanborn Map shows the "Baden Farm". According to an oral history, the property north of the current location of Chestnut Avenue included marshes (near Colma Creek) and farmland.
1928-Hist	In 1928, after providing nearly 60-years of service, the Southern Pacific railroad adjoining the Site, became a secondary line, transporting freight instead of passengers. The SP line will eventually become the current BART Right-of-way.
1943-Aerial Photo	This aerial photograph shows the entire Site. Colma Creek appears to be at its present location. Mission Road can be seen east of the northern portion of the Site and following the present Antoinette Lane to intersect with El Camino Real south of the Site. The parallel Site Market Street Railway and adjoining SP rail lines can be seen winding between Mission Road and El Camino Real. The Site appears primarily as marshland south of Colma Creek and farmland north of Colma Creek.
1946-Aerial Photo	The Site appears unchanged from 1943. Chestnut Ave appears to be a trail or unpaved road.
1947-Topo Map and Hist	The Site appears undeveloped. The Colma Creek channel appears in its present location. Mission Road cuts through the Site along what is now Antoinette Lane. Chestnut Ave appears to be a dirt trail or unimproved road. The Site's rail line is noted as the San Francisco Municipal Railroad, parallel and west of the Southern Pacific Railroad. No named railroad stations are noted.
1949-Hist	The San Francisco Municipal Railway, who succeeded the Market Street Railway as the Site railway owner in 1944, ceased all service to the San Francisco Peninsula and its use is abandoned.
1950-Sanborn Maps <i>See Sanborn Maps 2 and 2A</i>	Only portions of properties south of the Site are shown. Chestnut does not yet extend across the south end of the Site to El Camino Real, or it may be unimproved or a trail. Mission Road meets El Camino Real at a "Y" intersection south of the Site. At this time the former location of the Standard Oil service station south of the Site is shown as the construction yard of R.G. Clifford Construction Co. with areas noted as for welding, plating, storage, tractor house, and garage. South of the Site the Southern Pacific Railroad is shown as Colma Branch and Orange Park which is noted on the Sanborn Map as "Park Reserve" and "flat ground covered with thick brush."

Date-Source	Observations
Circa early 1950's-Hist	Chestnut Avenue is extended to El Camino Real and the former intersection of Mission Road and El Camino Real is significantly changed. Mission Road is aligned along the present Antoinette Lane as before but now ends at a "T" intersection at Chestnut Avenue instead of continuing to El Camino Real. An automobile service and fueling station is constructed on the corner lot immediately southeast of the new intersection of Chestnut and El Camino Real at 998 El Camino Real. Operators over the years included Union Oil, South City Gas and Auto Repair, and Petrocchi Bros. The former location of Standard Oil of California Service Station in 1925, later R.G. Clifford Construction Co (see 1950 Sanborn), is now over 100 feet south of Chestnut Avenue near Twelvemile Creek, following the reconfiguration of the intersection. The Station appears to have been at the present locations of the South City Car Wash at 988 El Camino Real (east of the present car wash facility) and at the present location of Burger King at 972 El Camino Real south of the Site.
1956-Aerial Photo, Sanborn Map, Topo Map and Hist	The aerial photo and topo map shows a clear view of the new configuration of El Camino Real and the extension of Chestnut Avenue to El Camino Real described above, however the Sanborn map does not reflect these changes and Sanborn coverage does not include the Site. Colma Creek appears in its present channel alignment throughout the air photo and topo map extents. There appears to be development occurring on the 1 Chestnut Ave parcel of the Site in the aerial photo and the topo map shows a structure. Historical records indicate that property is the future Ron Price Motors facility, incorporated in 1956. The Market Street railway is no longer shown on the topo map, only the adjoining Southern Pacific railway. Orange Memorial Park is shown on the topo map. The Sanborn Map continues to show structures at the former location of the Standard Oil of California Service Station but it no longer bears the R.G. Clifford Construction Co identifier seen in 1950. East of the Site appear agricultural fields and an athletic field (baseball diamond) can be seen in the aerial photo.
1965-Aerial Photo and Hist	The following changes are seen in the Siter vicinity in 1965 as compared to 1956. The north end of the Site Parcel 2, straddling Colma Creek, appears to be in use as a practice golf course. The Site building at 1 Chestnut Ave is present as are buildings on adjoining parcels to the north and east. A structure is visible on the Site north of the northeast corner of El Camino Real and Chestnut Avenue on Site Parcel 3 which fronts El Camino. Later, the Dante Cecchini Realty office (incorporated in 1983) is located here with address 1010 El Camino Real. The Bell Market Center, located west across El Camino Real from the Site is now present.
1968-Topo Map	This topo map shows the developments in the vicinity of the Site seen in the 1965 air photo.
1973-Topo Map	Kaiser Hospital has been constructed northwest of the Site as compared to 1968, and the Chestnut Shopping Center is now present south of the Site. A service station building at 998 El Camino Real (southeast of the intersection of Chestnut and El Camino is shown as existing from the 1956 photo revision.

Date-Source	Observations
1974-Aerial Photo	A presumed golf driving range or clubhouse structure is present at the north end of the Site Parcel 2. Mission Road continues to appear following the present course of Antoinette Lane. The Site's 1 Chestnut Ave parcel (Parcel 1) is clearly paved and has parked automobiles. The southern portion of Site Parcel 2 across Antoinette Lane from Site Parcel 1 (Ron Price Motors) and north to the end of Antoinette Lane appears paved with parked vehicles. Chestnut Shopping Center is now present to the south across Chestnut Ave from the Site.
1980-Topo Map	Mission Road has been modified to its present alignment east of Colma Creek where it intersects with Chestnut Avenue. Its old alignment is now Antoinette Lane which dead ends just south of Colma Creek.
1981-Hist	In a transcribed 1981 interview with a life-time SSF resident, Amadeo Sola described a golf range located at the northern end of the Site. In the 1965 aerial photo the area (northern portion of Site Parcel 2) appears as a practice course with visible sand traps.
1982-Aerial Photo	The appearance of the northern end of Site Parcel 2 is no longer consistent with a golf driving range or practice course. Across Antoinette Land to the west of 1 Chestnut are numerous parked vehicles. An apartment complex adjoining the Site to the north of Site Parcel 2 has been constructed and the Kaiser Hospital parking structure is now present to the northwest.
1985-City Directory	1 Chestnut Avenue is listed in the city directory under Ron Price Volkswagen and Subaru and Regal Auto Body.
1992-City Directory	1 Chestnut Avenue is listed in the city directory under Ron Price Volkswagen and Mazda and Regal Price Auto Body.
1993-Aerial Photo	The Site appears unchanged from 1982. South of the Site the South City Car Wash at 988 El Camino Real can be seen. Burger King at 972 El Camino Real has been developed south of the car wash. Comparing earlier air photos, the former location of the Standard Oil of California station from 1925, appears to be at the present locations of the South City Car Wash (east of the present car wash facility) and at the present location of Burger King.
1996-Topo Map	This topo map shows the Site and vicinity as urban without details of structures. The SP railroad is no longer indicated.
1998-Aerial Photo and Hist	Numerous automobiles are parked on the southern portion of Site Parcel 2 west of Antoinette Lane. Otherwise the Site and vicinity appear largely unchanged from 1993. North of this and south of Colma Creek there appears to be contractor equipment stored on the Site. BART Times reported that construction began on the BART-SFO extension project taking BART subway rail service from Colma Station to San Francisco International Airport along the former Southern Pacific right-of-way adjoining the Site.
2005-Aerial Photo and Phase I ESA	The current BART vent facility is present adjoining Site; otherwise the Site appears largely unchanged since 1998. Ron Price Motors is present and in operation at 1 Chestnut Ave. Across Antoinette Lane and north about 100 yards the southern portion of Site Parcel 2 is paved and used for vehicle parking by Ron Price Motors. North of this to Colma Creek the Site is unpaved but graded and appears in use by a number of contractors for equipment staging and storage yards. North of Colma Creek the Site appears overgrown except for a small unused parking lot at the very north end of Site Parcel 2. The Site's Parcel 3 fronting El Camino Real has two billboards and a small building housing the Dante Cecchini Realty office at 1010 El Camino Real.
2006-Aerial Photo	Contractor equipment storage on Site Parcel 2 northwest of Antoinette Lane is no longer evident.

Date-Source	Observations
2006-2008-Hist	The Redevelopment Agency of the City of South San Francisco purchases Site properties from the San Francisco Public Utilities Agency; these include the former San Francisco Municipal Railway. In 2008 they also purchase the 1 Chestnut Ave parcel and leased it back to Ron Price Motors for a period of three years.
2009-Aerial Photo	Contractor equipment storage and Ron Price Motors vehicle parking west and northwest of Antoinette Lane are no longer evident. The former gas station at 998 El Camino Real (most recently South City Gas) appears to have been demolished.
2009-Hist	The Site's Parcel 1 at 1 Chestnut Ave parcel is leased to Red Cart Market, Inc doing business as Pet Club Stores. This is the current use of this parcel. The Dante Checchini Realty office building and billboards previously on Site Parcel 3 at 1010 El Camino Real does not appear to be present.
2010-Aerial Photo	The Site appears unchanged from 2009.
2012-Aerial Photo	The Site appears unchanged from 2010.

3.2.1 Summary of Historical Site Uses

Through this historical review it is thought that Site historical uses have included the following:

- **Circa 1776, Historic Highway.** The historic El Camino Real, "The King's Highway" passes on or near the Site. Its path follows the present El Camino Real south of the Site, along the present Antoinette Lane, then along Mission Road north of the Site. The Historic El Camino Real was built in the 18th century to help protect Spanish landholdings in California and link the catholic missions, pueblos and presidios that existed between San Diego and Sonoma. 18th century Spanish missions were located in San Francisco, Santa Clara and San Jose.
- **Circa 1925 and earlier, Agricultural Use.** Portions of the Site were reportedly farms.
- **1903-1949, Electric Passenger Railroad Use.** Electric passenger train service was operated on dual track railway along the Site in succession by United Railroads of San Francisco, the Market Street Railway, and the San Francisco Municipal Railway. This rail line was known for many years as the 40 line. The portion of the railway along the Site was described in 1906 as "built through a private right of way" and was immediately adjacent and west of the Southern Pacific (SP) Railroad (present BART subway Right-of-way). An SP station (Baden Station) is thought to have been on or near the Site at the present intersection of El Camino Real and Oak Ave. No railway maintenance yards were identified on or near the Site.
- **Circa 1956-2011, Automobile Sales and Service.** The Parcel 1 building is constructed. For many years Ron Price Motors automobile sales and service facilities were present on the Site Parcel 1 at 1 Chestnut Avenue. Ron Price Motors also maintained a parking lot on the southernmost portion of Site Parcel 2 west of Antoinette Lane, presumably under lease from the SFPUC.
- **Circa 1965-1981, Golf Practice Course/Range.** A practice golf course and/or driving range was located at the northern end of Site Parcel 2, north of Antoinette Lane and Colma Creek.

- **Circa 1965-2009, Commercial Office.** At Site Parcel 3 (1010 El Camino Real), near the northeast corner of El Camino Real and Chestnut Avenue, a structure was present fronting on El Camino Real. This was Dante Cecchini Realty's office from 1983 to 2009.
- **Circa 1965-2009, Automobile Parking Lot.** North of Chestnut Avenue and west of Antoinette Lane the southernmost portion of the Site Parcel 3 is paved and is used by Ron Price Motors for automobile parking.
- **Circa 1998-2006, Contractor Staging.** On Site Parcel 3 Immediately north of the paved area (see 1965-2009 above) and south of Colma Creek a number of contractors used unpaved portions of the Site for equipment staging and storage yards. This appears to coincide with the advent of construction of the BART subway on a linear parcel adjoining the Site.

3.2.2 Summary of Historical Adjoining Property Uses

Based upon the site history reviews, *adjoining property* historical uses have included the following:

- **1863-circa 1980's, Railroad Use.** Steam and later diesel engine passenger and freight train service on the Southern Pacific Railroad (present BART) adjoining the Site.
- **1903-1949, Electric Passenger Railroad Use.** Electric passenger train service was operated on dual track railway along the Site in succession by United Railroads of San Francisco, the Market Street Railway, and the San Francisco Municipal Railway. This rail line was known for many years as the 40 line. The portion of the railway along the Site was described in 1906 as "built through a private right of way" and was immediately adjacent and west of the Southern Pacific (SP) Railroad (present BART subway Right-of-way). The linear portion of the former railway running along the Site is presently owned by the City of South San Francisco (not the City of South San Francisco Redevelopment Agency.)
- **Pre-1925-1956, Agricultural Use.** A number of properties adjoining the Site were in agricultural use until about 1956.
- **Pre-1925-Present, Residential Use.** Various properties adjoining the Site have been in residential use since prior to 1925.
- **Pre-1925-circa 1950's, Automobile Service Station.** An automobile service station is located south of the Site. This Standard Oil station was located at the former intersection of El Camino Real and Mission Road in about 1925 but by 1950 was a contractor's yard. Its former location is thought to be presently occupied by portions of the present South City Car Wash at 988 El Camino Real and Burger King at 972 El Camino Real.
- **Circa 1950-Present, Portion of an Automobile Service Station.** Chestnut Avenue is extended to El Camino Real and the former intersection of Mission Road and El Camino Real is significantly changed. Mission Road is rerouted to the east of Colma Creek. An automobile service and fueling station (South City Gas & Auto Repair) is constructed at 998 El Camino Real south of Site Parcel 3 and later a car wash facility (South City Car Wash) is constructed at 988 El Camino Real. Operators of the service station included Union Oil, South City Gas and Auto Repair, and Petrocchi Bros. The structures at 998 El Camino Real were removed in about 2009.
- **Circa 1973-Present, Medical Facility.** Kaiser Hospital (1200 El Camino Real) operates west and north of the Site. Its parking garage, south of the hospital, west of the northern

portion of Site Parcel 2, and north of Site Parcel 3, appears to have been constructed between around 1982.

- **Circa 1965-Present, Commercial Use.** East of Site Parcel 1 at 45 Chestnut Avenue is a commercial office, formerly Accutech Auto and presently the Westborough Pet Hospital.
- **Circa 1965-Present, Retail Sales.** The Bell Market Center, west of the Site across El Camino Real contains retail shops.
- **Circa 1965-Present, Residential Use.** Apartments adjoin the Site north and east of the 1 Chestnut parcel and north of northern end of the Site.
- **Circa 1973-Present, Retail Sales.** The Chestnut Shopping Center, south of Site Parcel 1 across Chestnut Avenue contains retail shops.

3.3 Potential Environmental Conditions Related to Site History Review

Based upon the Site History Review, the following Site uses are retained as being of concern for a potential environmental condition at the Site:

- **Electric Passenger Railroad Use (1903-1949)** – Railroads are frequently the subject of investigation for contaminants including those associated with waste oils: petroleum hydrocarbons, heavy metals, polychlorinated biphenyls (PCBs), and semi-volatile organic compounds (SVOCs) due to the former practice of spraying waste oil for weed control. This potential environmental condition was evaluated in a 2005 Phase II ESA performed at Parcel 2 and Parcel 3 described in Section 5. The Phase II included the collection and analysis of surface soil samples for such potential contaminants.
- **Agricultural Use (1925 and earlier), Golf Practice Course/Range (1965-1981)** – Agricultural chemical use associated with agriculture and the maintenance of a golf practice course/range on could represent a *recognized environmental condition*. The specific history of agricultural chemical usage during this period is not known, however, historically, persistent organochlorine pesticides with long half-lives such as Dieldrin and Aldrin, DDT and DDE, and Lindane were in wide agricultural use until the 1970's and, based on the history of agricultural use, such pesticides may be present in Site soils and sediments, particularly on Parcel 2. Due to their widespread use these chemicals are practically ubiquitous to agricultural soils and sediments. In trace concentrations they are rarely the cause of mandated clean-up actions. This potential environmental condition was evaluated in a 2005 Phase II ESA performed at Parcel 2 and Parcel 3 described in Section 5. The Phase II included the collection and analysis of surface soil samples for such organo-chlorine pesticides.
- **Automobile Service Facility (Circa 1956-2011)** – The Ron Price Motors facility on Site Parcel 1 could represent a *recognized environmental condition*. Use of petroleum hydrocarbon compounds, their wastes, and related hazardous materials may have been released to Site soils and/or groundwater by surface spills or leaks from underground storage tanks (USTs). Contaminants associated with this use include petroleum hydrocarbons, heavy metals, and SVOCs. This was evaluated through the Environmental Records Survey in Section 5. A 2007 Phase II ESA for Site Parcel 1 is also described in Section 5.



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- **Automobile Parking and Contractor Staging (Circa 1974-2009)** – Automobile parking (c1974-2009) and construction equipment parking (c1998-2006), particularly in unpaved areas, present a potential environmental condition due to possible leaking vehicle fluids onto Site soils. Contaminants associated with this use include petroleum hydrocarbons, heavy metals, and SVOCs. This potential environmental condition was evaluated in a 2005 Phase II ESA performed at Parcel 2 and Parcel 3 described in Section 5. The Phase II included the collection and analysis of surface soil samples for such potential contaminants.



4.0 SITE RECONNAISSANCE

A reconnaissance of the Site and visual survey of properties in the vicinity was conducted on July 27, 2016 in order to assess whether there were any site features that might indicate the presence of an environmental condition. Prominent Site and vicinity features are shown on the aerial photo of Figure 2 and selected scenes of the Site at the time of the site reconnaissance may be found in Photos 1 through 23 of Appendix A.

4.1 Site Observations During Site Reconnaissance

Much of the Site is presently vacant. CSS saw no evidence of remaining railroad tracks from the former railroad use of the Site (San Francisco Municipal Railway) and adjoining BART (SP Railroad) right-of-way. Surface soils observed along the Site are generally well compacted and include fine-grained native silts, sand and loam and import aggregate base fill. Improvements to the Site include:

- Parcel 1 at 1 Chestnut Avenue has a Pet Club store. The parcel is improved with an approximately 27,000 square foot single story commercial building. The building is constructed of concrete and wood framing on a concrete slab foundation with concrete and stucco exterior walls. The lot is paved and contains landscaped areas. Utilities including water, electric, natural gas and sewage service are present.
- The southern portion of Parcel 2 is improved with a paved parking lot and fencing. Electric lighting is present for the parking lot. The lot appears unused.
- The bicycle and pedestrian Centennial Way Trail crosses the Site along Colma Creek. The trail is paved and electric lighting is present. A pedestrian bridge extends across Colma Creek near Mission Road.
- At the north end Parcel 2 near Mission Road is a small paved parking lot. The lot has a fence and closed gate at its entrance from Mission Road and appears unused.
- Near the south end of Parcel 3 is a narrow section of pavement facing El Camino Real. The Parcel is otherwise overgrown and has a very steep grade change from its frontage on El Camino Real down to the lower elevation of Parcels 1 and 2.

The following indicators of a potential environmental condition due to the usage or release of hazardous materials or petroleum products were *not* visually or physically observed to be present at the Site during CSS's site reconnaissance:

- Storage Tanks or drums
- Strong pungent or noxious odors,
- Pools or sumps containing liquids likely to be hazardous substances or petroleum products,
- Electrical or hydraulic equipment known or likely to contain PCBs,
- Stains or corrosion on floors, walls or ceilings other than by water,
- Pits, ponds or lagoons,
- Stained soil or pavement, other than from incidental dripping vehicle fluids,
- Stressed vegetation,

- Liquid discharges other than stormwater to drains, ditches or streams,
- Indications of fill or grading which suggest a trash or other solid waste disposal source,
- Groundwater monitoring wells, or
- Septic Systems.

The developed portions of the Site and vicinity were observed to be served by commercial utilities (gas, electric, and water) and by a municipal sewer system.

4.2 Adjoining Property Observations During Site Reconnaissance

The Site and adjoins portions of the BART subway, an electric train line that extends from San Francisco to just south of the San Francisco International Airport. The tracks for BART are underground through the Site area; however a venting facility is present which is accessed via a paved roadway from Antoinette Lane across from the 1 Chestnut Ave parcel. Title to this property is listed as "SF Water Department". A BART Station is located about ½-mile north of the north end of the Site. A linear parcel west of BART is the former San Francisco Municipal Railway circa 1903-1949. It is presently owned by the City of South San Francisco and not the South San Francisco Redevelopment Agency. This parcel is vacant with no indications of the former electric railway.

Site vicinity features include the following:

Significant developments adjoining the Site include the following:

- | | |
|---------------|---|
| EAST: | Immediately East of Parcel 1 (1 Chestnut Ave) are a veterinary hospital (45 Chestnut) and an apartment building (41 Chestnut). To the east the Parcel 2 is adjoined by Mission Road and government office buildings. |
| WEST: | Parcel 1 is adjoined to the west by Antoinette Lane and the BART right-of-way. Parcel 3 is adjoined to the west by El Camino Real and commercial properties including Bell Market Center, Parcel 2 is adjoined by the BART right-of-way including a vent structure. |
| SOUTH: | South of the Site is Chestnut Avenue, and the Chestnut Shopping Center. The former 998 El Camino Real gas station property is vacant. |
| NORTH: | North of Parcel 1 are apartment buildings including the Antoinette Apartments (924 Antoinette Lane). North of Parcel 2 are apartments (1107 Mission Road). Kaiser Hospital parking garage is north of Parcel 3 on El Camino Real. |

4.3 Potential Environmental Conditions Related to Site Reconnaissance

Around the Site there is some evidence of trash debris (e.g. paper, empty cans, bottles, and plastic containers) especially on Site Parcel 3. There are covered soil piles on an adjoining property near the BART vent station. Examination by CSS during the site reconnaissance did not reveal evidence of hazardous materials releases, e.g. soil staining, related to these materials.



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Potential environmental conditions were evaluated in a 2005 Limited Phase II Environmental Site Assessment (Phase II ESA) of Parcel 2 and Parcel 3 and a 2007 Limited Phase II ESA of Parcel 1. These included the collection and analysis of near surface soil samples for Parcels 2 and Parcel 3 and 5-foot samples for Parcel 1. Analyses included a wide range of potential contaminants. The results of that Phase II are discussed in further detail in Section 5.

5.0 ENVIRONMENTAL RECORDS SURVEY

CSS engaged the services of Environmental Data Resources, Inc. (EDR) to conduct searches of selected federal, state and local environmental information databases for sites or conditions of potential hazardous materials releases at, or in the vicinity of, the Site. The records searched and search distances were specified to a one-quarter to one-mile distance from the Site depending upon the type of record and encompassed more than 50 databases providing information on vicinity sites with underground tanks, landfills, mine operations, cleanup sites, hazardous materials and wastes, and similar topics. An EDR Radius Map™ Report with GeoCheck (EDR Report) was generated, dated July 22, 2016, EDR Report ID #4681925.2s, and is included in Appendix C. The government records searched are describing on pages GR-1 through GR-45 of the EDR Report. Only Parcel 1 of the subject Site appears in the EDR Report.

Searches for records were also made through the California State Water Resources Control Board's GeoTracker web-based geographic information system database of groundwater contamination sites to assess the existence of conditions of potential environmental concern relating to the Site or vicinity properties. A GeoTracker map of the Site vicinity and printouts for various vicinity sites are included in Appendix D. The GeoTracker website is available at <http://geotracker.waterboards.ca.gov>.

Environmental records were identified for the Site's Parcel 1 – 1 Chestnut Avenue which is discussed below. In addition, prior Phase I and Limited Phase II ESA's for all three parcels were reviewed and the findings of those reports are discussed. A number of vicinity or adjoining properties with environmental records, most identified by review of the EDR Report and later researched on GeoTracker, are also discussed below.

The city of South San Francisco is known as the Industrial City. It is therefore not surprising that more than 60 sites are identified by the EDR Report within the one-quarter, one-half or one-mile search distance from the Site. Many of the sites listed in the environmental database are listed strictly due to their storage and/or disposal of hazardous wastes. Generation and disposal of hazardous wastes indicates hazardous materials use but does not necessarily indicate that there has been a release of hazardous materials to the environment. Those sites of most interest to the Site are those adjoining the Site or those with documented releases to groundwater which may lay up-gradient of the Site with respect to groundwater flow. Based upon the records from Site vicinity sites, shallow groundwater flow follows local topography at a shallow gradient and is generally toward the Colma Creek channel from the west and south-southeast east of Colma Creek at a generally shallow gradient.

5.1 Results of Environmental Records Review for the Subject Property

The following hazardous materials release sites or suspected sites with existing environmental conditions were identified during the environmental records review on the Site:



1. **Parcel 1, Former Ron Price Motors, 1 Chestnut Avenue.** This former automobile sales and service facility occupied 1 Chestnut Avenue (currently Pet Club). This facility formerly operated fuel USTs (1 diesel, 2 gasoline, and 1 waste oil) until they were permanently closed by removal in May of 1991. The San Mateo Environmental Health Services Division inspected their removal and found the “tanks in general good condition, no holes.” The facility had a Hazardous Materials Business Plan on file with the SMEHSD describing their use and proper disposal practices for hazardous materials typical of the automobile service and repair performed there. They received clean SMEHSD inspection reports annually for over 10 years. The property appears on GeoTracker as a completed cleanup site closed effective 1/8/96. A copy of this record is attached in Appendix D.

In September 2007, Basics Environmental completed a Phase I ESA of the property for Ron Price Motors. They identified *de minimus* conditions: the removed fuel and waste oil USTs that received closure, noting that low levels of petroleum hydrocarbons were detected in soils near the former USTs. Following the removal of USTs a groundwater monitoring well was installed near the waste oil UST excavation pit. Groundwater was found at a depth of about 20 feet. Groundwater was monitored for four consecutive quarters from the single well and no detectable concentrations of petroleum hydrocarbon compounds were found. Metals were detected at low levels. The monitoring well was destroyed under permit in 1995 and in 1996 SMEHSD closed the site cleanup case.

Basics identified *recognized environmental conditions* consisting of staining of concrete surfaces in various locations at the facility. They recommended the performance of subsurface sampling to evaluate the stains and conditions near underground hydraulic lifts within the service department.

Basics also noted that based on the age of the building lead-based paint and asbestos may have been used in its construction, they recommended an asbestos survey if the building is slated for renovation or demolition.

In 2007 CSS prepared a report “Results of Phase I Peer Review and Limited Phase II Environmental Site Assessment” for the property. The Limited Phase II ESA included drilling borings at the locations noted by Basics as *recognized environmental conditions*, collecting soil samples from depths of about 5-feet and testing the soil samples for hydrocarbon contaminants, halogenated volatile organic compounds (typical solvents), polynuclear aromatic semi-volatile compounds and metals typically associated with waste oils. All results were below environmental screening levels (ESLs) for residential land use. CSS concluded that no *recognized environmental condition* is found at this property related to the surface staining.

Low levels of petroleum hydrocarbons may be found in soils and pavement on the property which may prohibit their recycling/reuse and may require special disposal during future development.

2. **Parcel 2.** Parcel 2 does not appear in the environmental records database. In 2005 CSS prepared a report “Environmental Site Assessment of a 1.12 Mile Corridor Owned by the San Francisco Public Utilities Commission in South San Francisco” supporting the City of South San Francisco Redevelopment Agency’s prospective purchase of this and other properties then owned by the SFPUC. That report identified historic uses of the property for electric passenger railroad use (1903-1949), agricultural use (1925 and earlier), as a golf practice course/range (1965-1981) and automobile parking and contractor staging (Circa 1965-2005) as potential environmental concerns for typical railroad contaminants, agricultural chemicals and motor vehicle fluids. CSS performed a limited Phase II ESA, consisting of the collection of four shallow soil samples (2-4 inches in depth) from the property. The samples were composited by the laboratory and analyzed for:

- Total Extractable Petroleum Hydrocarbons (TEPH), with Silica Gel clean-up (for the removal of non-petroleum organics), by EPA 8015M. Results were reported for diesel range organics (DRO defined as carbon numbers 10-28) and for the heavier motor oil range petroleum hydrocarbons.
- Semi-Volatile Organic Compounds (SVOCs) by EPA 8270C. SVOCs include polynuclear aromatic compounds such as the more hazardous constituents of middle distillate and heavy petroleum hydrocarbons such as diesel and motor oil.
- Organochlorine Pesticides by EPA 8081.
- Polychlorinated Biphenyls (PCBs) by EPA 8082.
- Resource Conservation and Recovery Act (RCRA) metals by EPA 6010B/7471A. The tested metals include those 8 metals for which there is an associated hazardous waste toxicity characteristic:
 - Arsenic,
 - Barium,
 - Cadmium,
 - Chromium (total),
 - Lead,
 - Selenium,
 - Silver, and
 - Mercury
- Hexavalent Chromium (aka, Chrome VI) by EPA 7196A. This test was later added to the suite of analyses after receiving initial total chrome results from the RCRA metals test. The hexavalent form of chromium has more hazardous properties than the more common trivalent form of chromium. The RCRA metals test (EPA 6010B) reports only total chrome and does not distinguish between its various forms.

Based on the results from 2005, CSS identified a potential environmental condition “TEPH-DRO (diesel range hydrocarbon) was found in surface soils at a concentration of 120 mg/Kg, slightly in excess of the (then promulgated) residential and commercial ESL of 100 mg/Kg. This ESL is based upon the protection of drinking water resources from leaching, which may be subject to enforcement action from regulatory agencies. The component ESL considered protective of human health in a residential setting however is 400 mg/Kg, so residential or commercial redevelopment is not precluded based upon the detected concentration.” Since

the time of their report, the residential ESL for TEPH-DRO has been revised to 240 mg/Kg, so no *recognized environmental condition* is found at Parcel 2.

3. **Parcel 3, 1010 El Camino Real.** Parcel 3 does not appear in the environmental records database. In 2005 CSS prepared a report “Environmental Site Assessment of a 1.12 Mile Corridor Owned by the San Francisco Public Utilities Commission in South San Francisco” supporting the City of South San Francisco Redevelopment Agency’s prospective purchase of this and other properties. Parcel 3 was then owned by the Petrocchi Family. That report identified historic uses of the property as the site of a potential electric passenger railroad station (1903-1949), potential agricultural use (1925 and earlier), and automobile parking, with potential environmental concerns for typical railroad contaminants, agricultural chemicals and motor vehicle fluids. CSS performed a limited Phase II ESA, consisting of the collection of eight shallow soil samples (2-4 inches in depth) from the property. The samples were composited in two groups by the laboratory and analyzed for the same list of potential contaminants as they applied at Parcel 2.

Based on the results from 2005, CSS identified a potential environmental condition at Parcel 3 where “lead was found in surface soils at concentrations (280 mg/Kg) exceeding the ESL of 150 mg/Kg for residential use....Further investigation of the source, nature and extent of lead and the removal of any objectionable materials from these parcels may be required if future residential development is desired. Parcel 3 may be impacted with historical aerially deposited lead from vehicle emissions along the adjoining heavily traveled El Camino Real.” Since the time of their report the ESLs for lead have been revised to 80 mg/Kg for residential land use and 320 mg/Kg for commercial land use.

In addition petroleum hydrocarbons in the diesel range (TPH-DRO) were found here at a maximum concentration of 360 mg/Kg. The residential land use ESL for TPH-DRO is 240 mg/Kg and its commercial land use ESL is 1,200 mg/Kg.

Lead and TPH-DRO present in surface soils at Parcel 3 represent a *potential environmental condition* as their concentrations exceed their respective residential environmental screening levels. Further investigation of the source, nature and extent of lead and TEPH-DRO and the removal of any objectionable materials from these parcels may be required if residential re-development is desired. The presence of lead and TPH-DRO in soils may prohibit their recycling/reuse and may require special disposal during any future development.

5.2 Results of Environmental Records Review for the Adjoining Properties

The following hazardous materials release sites or suspected sites with existing environmental conditions were identified during the environmental records review as adjoining the Site:

1. **San Francisco Water Department, Current BART Right-Of-Way.** This property adjoins the Site Parcel 2 to the west and Site Parcel 3 to the east and the presumed source(s) of contamination is upgradient with respect to assumed groundwater flow. In about 2012 the San Francisco Water Department installed a multi-level monitoring well on their property east of El Camino Real and discovered tetrachloroethylene (PCE, a typical dry cleaning solvent) contamination in groundwater. San Mateo County has directed voluntary investigations to determine the source of contamination by a number of former dry cleaners including Norge Village at 1155 El Camino Real, Carriage Cleaners at 1121 El Camino Real, and My Cleaners at 1053 El Camino Real. The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources. None of these potential environmental conditions due to off-site sources is considered likely pose a significant risk of an environmental condition to the Site.
2. **Former Accutech Auto, 45 Chestnut Ave.** This property adjoins the Site Parcel 1 (1 Chestnut Ave) to the east. Soil contamination from gasoline range hydrocarbons was discovered during the removal of USTs in November 1991. A groundwater monitoring well was installed on the property where groundwater was encountered at a depth of about 23 feet. The site's environmental consultant assumed the groundwater flow direction at this site is easterly toward Colma Creek and away from the Site. Based on the results of subsequent monitoring San Mateo County closed the site and issued a letter of no further action in 2003. Their closure documents note that "An unknown amount of hydrocarbon impacted soil remains in the subsurface at the site in the vicinity of the former tank pit around 13 to 14-feet bgs. City of South San Francisco Building Department has been notified that should excavation or development of the property be proposed that may encounter impacted soil or groundwater, San Mateo County Environmental Health Division must be notified as required by Government Code Section 65850.2.2." The former tank pit is located within a few feet of Site Parcel 1. Should development of Site Parcel 1 include excavation along its eastern property line, subsurface soils and/or groundwater may be found to contain petroleum hydrocarbon compounds from 45 Chestnut Avenue likely resulting in special disposal of excavated soils. The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying soil or groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources.

5.3 Results of Environmental Records Review for Vicinity Properties

The following hazardous materials release sites or suspected sites, researched on GeoTracker, with existing environmental conditions were identified during the environmental records review as within about ¼-mile of the Site and upgradient with respect to groundwater flow. Copies of selected agency environmental records may be found in Appendix F.

1. **Grand Avenue Gas, 1086 Grand Avenue.** This site is located at the northeast corner of Mission Road and Grand Avenue and about 100 yards northeast of the north end of the Site Parcel 2 where both the Site and the gas station site are east of Colma Creek. The reported depth to groundwater at this site is about 28 feet and its reported flow direction is to the east-northeast toward the San Francisco Bay, away from the Site. A former fueling and service station was operated at this location until 2011. During UST removals in 2011 gasoline related petroleum hydrocarbons were detected in site soils and later groundwater. The site is currently an active leaking underground fuel tank (LUFT) cleanup site under the lead of San Mateo County. The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources. *None* of these *potential* environmental conditions due to off-site sources is considered *likely* pose a significant risk of an environmental condition to the Site.
2. **Contreras Painting, 1090 Grand Avenue.** This site is located northeast of the northeast corner of Mission Road and Grand Avenue and less than ¼-mile northeast of the north end of the Site Parcel 2 where both the Site and the Contreras Painting site are east of Colma Creek. The site adjoins the Grand Avenue Gas site. The reported depth to groundwater at this site is about 16 feet and its reported flow direction is to the eastward toward the San Francisco Bay, away from the Site. A residential property, subsurface investigations were performed to delineate contamination from the alleged unauthorized discharge of paint and solvent onto the exposed ground surface beginning in 2002. The site had four groundwater monitoring wells and groundwater flow was reported to the south-southeast with a depth to groundwater of about 10 feet. The constituents of concern at this site were mineral spirits, gasoline range hydrocarbons and associated volatile compounds. In 2011 the environmental enforcement case was closed by the SMEHSD who issued a letter of no further action. As the site's reported groundwater flow direction is not towards the Site and the leaking UST case has been closed by the SMEHSD, this site is not considered to pose a significant risk of an environmental condition to the Site.



3. **Former Chevron Station 9-1626, 1198 Mission Road.** This site is located about ¼-mile north of the north end of the Site where both the Site Parcel 2 and the former Chevron station site are east of Colma Creek. The reported depth to groundwater at this site is about 25 feet and its flow direction is to the northwest toward Colma Creek. A fueling and service station were operated at this location between about 1950 and 1986 when five USTs (4 gasoline and 1 waste oil UST) were removed from the site. Subsequently an environmental investigation, monitoring, and, in 1995, a site remediation program were performed by the facility operator under the lead of the SMEHSD. In 2006 the environmental enforcement case was closed by the SMEHSD and issued a letter of no further action. As the site's reported groundwater flow direction is away from the Site and the leaking UST case has been closed by the SMEHSD, this site is not considered to pose a significant risk of an environmental condition to the Site.

5.4 Potential Environmental Conditions Related to Environmental Records Survey

Potential environmental conditions are identified at the Site as a result of the environmental records survey including the EDR Report, GeoTracker record search, and review of prior environmental assessments.

1. **Parcel 1, Former Ron Price Motors, 1 Chestnut Avenue.** This former automobile sales and service facility occupied 1 Chestnut Avenue (currently Pet Club). This facility formerly operated fuel USTs (1 diesel, 2 gasoline, and 1 waste oil) until they were permanently closed by removal in May of 1991. The San Mateo Environmental Health Services Division inspected their removal and found the "tanks in general good condition, no holes." The facility had a Hazardous Materials Business Plan on file with the SMEHSD describing their use and proper disposal practices for hazardous materials typical of the automobile service and repair performed there. They received clean SMEHSD inspection reports annually for over 10 years. The property appears on GeoTracker as a completed cleanup site closed effective 1/8/96. A copy of this record is attached in Appendix D.

In September 2007, Basics Environmental completed a Phase I ESA of the property for Ron Price Motors. They identified *de minimus* conditions: the removed fuel and waste oil USTs that received closure, noting that low levels of petroleum hydrocarbons were detected in soils near the former USTs. Following the removal of USTs a groundwater monitoring well was installed near the waste oil UST excavation pit. Groundwater was found at a depth of about 20 feet. Groundwater was monitored for four consecutive quarters and no detectable concentrations of petroleum hydrocarbon compounds were found. Metals were detected at low levels. The monitoring well was destroyed under permit in 1995 and in 1996 SMEHSD closed the site cleanup case.

Basics identified *recognized environmental conditions* consisting of staining of concrete surfaces in various locations at the facility. They recommended the performance of subsurface sampling to evaluate the stains and conditions near underground hydraulic lifts within the service department. In 2007 CSS performed a Limited Phase II ESA investigation of these areas that included drilling borings and collecting soil samples. All results were below environmental screening levels (ESLs) for residential land use. CSS concluded that no *recognized environmental condition* is found at this property related to the surface staining.

Basics also noted that based on the age of the building lead-based paint and asbestos may have been used in its construction, they recommended a lead and asbestos survey if the building is slated for renovation or demolition.

Low levels of petroleum hydrocarbons may be found in soils and pavement on the property which may prohibit their recycling/reuse and may require special disposal during future development.

2. **Parcel 3, 1010 El Camino Real.** Parcel 3 does not appear in the environmental records database. In 2005 CSS prepared a report "Environmental Site Assessment of a 1.12 Mile Corridor Owned by the San Francisco Public Utilities Commission in South San Francisco" supporting the former City of South San Francisco Redevelopment Agency's prospective purchase of this and other properties. Parcel 3 was then owned by the Petrocchi Family. That report identified historic uses of the property as the site of a potential electric passenger railroad station (1903-1949), potential agricultural use (1925 and earlier), and automobile parking as potential environmental concerns for typical railroad contaminants, agricultural chemicals and motor vehicle fluids. CSS performed a limited Phase II ESA, consisting of the collection of four shallow soil samples (2-4 inches in depth) from the property.

Based on the results from 2005, a *potential environmental condition* is identified at Parcel 3: lead was found in surface soils at concentrations (280 mg/Kg) exceeding the current ESL of 80 mg/Kg for residential use. The detected concentrations do not exceed the lead ESL of 320 mg/Kg for commercial use. Further investigation of the source, nature and extent of lead and cadmium and the removal of any objectionable materials from these parcels may be required if future development is desired. Parcel 3 may be impacted with historical aerially deposited lead from vehicle emissions along the adjoining heavily traveled El Camino Real."

In addition, petroleum hydrocarbons in the diesel range (TPH-DRO) were found here at a maximum concentration of 360 mg/Kg. The residential land use ESL for TPH-DRO is 240 mg/Kg and its commercial land use ESL is 1,200 mg/Kg.

Lead and TPH-DRO present in surface soils at Parcel 3 represents a *potential environmental condition* as they are present at concentrations exceeding their residential ESLs. Further investigation of the source, nature and extent of lead and TEPH-DRO and the removal of any objectionable materials from Parcel 3 may be required if residential redevelopment is



desired. The presence of lead and TPH-DRO in soils may additionally prohibit their recycling/reuse and may require special disposal during any future development.

A *potential environmental condition* is identified through the environmental records survey: several adjoining or vicinity hazardous materials release sites were identified with the potential to create an environmental condition at the Site as a result of surface, e.g. surface water, or subsurface, e.g. groundwater, transport of contaminants from these facilities. None of these is considered likely to present a *recognized environmental condition* to the Site. These facilities, described in more detail earlier in this section, are as follows:

- **San Francisco Water Department, Current BART Right-Of-Way.** This property adjoins Site Parcel 3 to the west and Site Parcel 2 to the east and the presumed source(s) of contamination is upgradient with respect to assumed groundwater flow. In about 2012 the San Francisco Water Department installed a multi-level monitoring well on their property east of El Camino Real and discovered tetrachloroethylene (PCE, a typical dry cleaning solvent) contamination in groundwater. San Mateo County has directed voluntary investigations to determine the source of contamination by a number of former dry cleaners in the vicinity including Norge Village at 1155 El Camino Real, Carriage Cleaners at 1121 El Camino Real, and My Cleaners at 1053 El Camino Real.
- **Former Acutech Auto, 45 Chestnut Ave.** This property adjoins the Site Parcel 1 (1 Chestnut Ave) to the east. Soil contamination from gasoline range hydrocarbons was discovered during the removal of USTs in November 1991. A groundwater monitoring well was installed on the property where groundwater was encountered at a depth of about 23 feet. The site's environmental consultant assumed the groundwater flow direction at this site is easterly toward Colma Creek and away from the Site. Based on the results of subsequent monitoring San Mateo County closed the site and issued a letter of no further action in 2003. Their closure documents note that "An unknown amount of hydrocarbon impacted soil remains in the subsurface at the site in the vicinity of the former tank pit around 13 to 14-feet bgs. City of South San Francisco Building Department has been notified that should excavation or development of the property be proposed that may encounter impacted soil or groundwater, San Mateo County Environmental Health Division must be notified as required by Government Code Section 65850.2.2." The former tank pit is located within a few feet of Site Parcel 1. Should development of Site Parcel 1 include excavation along its eastern property line, subsurface soils and/or groundwater may be found to contain petroleum hydrocarbon compounds from 45 Chestnut Avenue likely resulting in special disposal of excavated soils.

The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources. None of these *potential environmental conditions* due to off-site sources is considered likely to pose a significant risk of creating a *recognized environmental condition* to the Site.



CSS ENVIRONMENTAL SERVICES, INC.

6.0 SITE OWNER INTERVIEW

During the ESA an interview was conducted by CSS on August 19, 2016 with Mr. Michael Lappen, Economic Development Coordinator for the City of South San Francisco, as the Site property owner representative. Mr. Lappen was aware of the Site history having been involved in the purchase of Site parcels from the SFPUC and Ron Price. He recalled the former use of Parcel 1 at 1 Chestnut Avenue by Ron Price Motors and their former USTs and hazardous materials storage as well as the hydrocarbon stained pavement surfaces there. He also recalled the presence of metals in surface soils at Parcel 3 at 1010 El Camino Real.

No additional *potential environmental conditions* were identified at the Site as result of the Site owner interview.



7.0 SUMMARY AND CONCLUSIONS

CSS has performed a Phase I Environmental Site Assessment of the Site in consideration of the scope and limitations of ASTM Practice E1527-13. Determining the precise boundaries of the Site is outside of the scope of this ESA although every care has been made to ensure that the assessment of *potential environmental conditions* and *recognized environmental conditions* extends to the most recent configuration of the parcels. A drawing prepared by Sandis for the City of South San Francisco dated May 18, 2016 and entitled “Proforma ALTA/NSPS Survey” is considered by this ESA to represent the Site. The Site properties are shown in general detail on the attached Figure 2 Site Parcels. CSS has numbered the parcels 1 through 3 for convenience. A more specific legal description of the properties is provided in Section 1.5.

The Site has a long history of use, and the following historical uses of the Site are identified as *potential environmental conditions* for the purposes of the Phase I ESA based upon the Site history review described in Section 3 of this ESA. Each of these has been further evaluated in the environmental records review of Section 5:

- Agricultural Use (1925 and earlier),
- Electric Passenger Railroad Use (1903-1949),
- Automobile Sales and Service (1956-2011),
- Golf Practice Course/Range (1965-1981),
- Automobile Parking Lot (1965-2009) and
- Contractor Staging (1998-2006).

A reconnaissance of the Site and vicinity was conducted on July 27, 2016. No *potential environmental conditions* were identified during the Phase I ESA for the Site based upon the site reconnaissance described in Section 4 of this ESA.

During the environmental records review portion of this ESA, described in Section 5, *potential environmental conditions* were identified for the following Site Parcels:

Parcel 1, Former Ron Price Motors, 1 Chestnut Avenue. This former automobile sales and service facility operated fuel USTs (1 diesel, 2 gasoline, and 1 waste oil) until they were permanently closed by removal in May of 1991. The San Mateo Environmental Health Services Division inspected their removal and found the “tanks in general good condition, no holes.” Environmental records relating to the removal of USTs, subsequent fuel contaminated soils remediation and groundwater monitoring were identified. The Site received a “no further action” letter and was closed by SMEHSD in 1996. In addition, a Phase I ESA was conducted for Parcel 1 and a Limited Phase II ESA was also conducted, both in 2007. The following *potential environmental conditions* are identified for Parcel 1 as a result of the environmental records review:

- Based on the age of the building lead-based paint and asbestos may have used in its construction, a lead and asbestos survey is recommended if the building is slated for renovation or demolition.
- Low levels of petroleum hydrocarbons may be found in soils and pavement on the property which may prohibit their recycling/reuse and may require special disposal during future development.

Parcel 3, 1010 El Camino Real. Parcel 3 does not appear in the environmental records database. In 2005 a Phase I ESA and a Limited Phase II ESA were conducted for Parcel 3. The following *potential environmental condition* is identified for Parcel 3 as a result of the environmental records review:

- Parcel 3 may be impacted with historical aerially deposited lead from vehicle emissions along the adjoining heavily traveled El Camino Real. Lead was found in surface soils at a concentration of 280 mg/Kg exceeding the environmental screening level (ESL) of 80 mg/Kg for residential use but below the commercial land use ESL of 320 mg/Kg.
- In addition, petroleum hydrocarbons in the diesel range (TPH-DRO) were found here at a maximum concentration of 360 mg/Kg. The residential land use ESL for TPH-DRO is 240 mg/Kg and its commercial land use ESL is 1,200 mg/Kg.
- Lead and TPH-DRO present in surface soils at Parcel 3 represent a *potential environmental condition* as their concentrations exceed their respective residential ESLs. Further investigation of the source, nature and extent of lead and TEPH-DRO and the removal of any objectionable materials from Parcel 3 may be required if residential redevelopment is desired. The presence of lead and TPH-DRO in soils may additionally prohibit their recycling/reuse and may require special disposal during any future development.

During the environmental records review portion of this ESA, described in Section 5, *potential environmental conditions* at the Site were identified due to adjoining or vicinity sites. The risk of off-site sources impacting the Site is not one of bringing a possible enforcement action upon the Site owner, as regulatory agencies do not pursue innocent landowners whose underlying groundwater has been impacted by an off-site source. Rather, the risk is of creating an environmental condition at the Site that might limit future development scenarios such as residential use or the development of groundwater resources. None of these *potential* environmental conditions due to off-site sources is considered likely to pose a significant risk of creating a *recognized environmental condition* to the Site.

San Francisco Water Department, Current BART Right-Of-Way. This property adjoins Site Parcel 3 to the west and Site Parcel 2 to the east and the presumed source(s) of contamination is upgradient with respect to assumed groundwater flow. In about 2012 the San Francisco Water Department installed a multi-level monitoring well on their property east of El Camino Real and discovered tetrachloroethylene (PCE, a typical dry cleaning solvent) contamination in groundwater. San Mateo County has directed voluntary investigations to determine the source of contamination by a number of former dry cleaners in the vicinity including Norge Village at 1155 El Camino Real, Carriage Cleaners at 1121 El Camino Real, and My Cleaners at 1053 El Camino Real.



Former Acutech Auto, 45 Chestnut Ave. This property adjoins the Site Parcel 1 (1 Chestnut Ave) to the east. Soil contamination from gasoline range hydrocarbons was discovered during the removal of USTs in November 1991. A groundwater monitoring well was installed on the property where groundwater was encountered at a depth of about 23 feet. The site's environmental consultant assumed the groundwater flow direction at this site is easterly toward Colma Creek and away from the Site. Based on the results of subsequent monitoring San Mateo County closed the site and issued a letter of no further action in 2003. Their closure documents note that "An unknown amount of hydrocarbon impacted soil remains in the subsurface at the site in the vicinity of the former tank pit around 13 to 14-feet bgs. City of South San Francisco Building Department has been notified that should excavation or development of the property be proposed that may encounter impacted soil or groundwater, San Mateo County Environmental Health Division must be notified as required by Government Code Section 65850.2.2." The former tank pit is located within a few feet of Site Parcel 1. Should development of Site Parcel 1 include excavation along its eastern property line, subsurface soils and/or groundwater may be found to contain petroleum hydrocarbon compounds from 45 Chestnut Avenue likely resulting in special disposal of excavated soils.

These conclusions are based on the information gathered and described in this report, and are subject to the exclusions of Section 1.3 and the limitations and uncertainties presented in Appendix F.



8.0 OPINION OF COSTS FOR POTENTIAL ENVIRONMENTAL CONDITIONS

During the conduct of this Phase I ESA, *potential environmental conditions* were identified for Site Parcel 1 and Site Parcel 3 where environmental remediation may be necessary during development. Contamination may be found in soils and/or pavement on these properties which may prohibit their recycling/reuse and may require special disposal during future development. This section presents an opinion of costs associated with the potential environmental conditions.

Parcel 1, Former Ron Price Motors, 1 Chestnut Avenue. This Phase I ESA identifies the following *potential environmental conditions* for Parcel 1:

- Based on the age of the building lead-based paint and asbestos may have used in its construction, a lead and asbestos survey is recommended if the building is slated for renovation or demolition.
- Low levels of petroleum hydrocarbons may be found in soils and pavement on the property which may prohibit their recycling/reuse and may require special disposal during future development.

Cleanup costs considered for this Parcel include the performance of a lead and asbestos survey, and the potential abatement of lead and asbestos prior to building demolition. Costs also include testing, transportation and special disposal of contaminated pavement, debris and soil that may be encountered during building demolition and subsurface excavation for redevelopment. In our opinion the costs associated with these activities for Parcel 1 is in the range of \$230,000 to \$600,000.

Parcel 3, 1010 El Camino Real. This Phase I ESA identifies the following *potential environmental conditions* for Parcel 3:

- Lead and TPH-DRO present in surface soils at Parcel 3 represent a *potential environmental condition* as their concentrations exceed their respective environmental screening levels for residential land use. Further investigation of the source, nature and extent of lead and TEPH-DRO and the removal of any objectionable materials from Parcel 3 may be required if residential redevelopment is desired. The presence of lead and TPH-DRO in soils may additionally prohibit their recycling/reuse and may require special disposal during any future development.

Cleanup costs considered for this Parcel include the performance further investigation, and the testing, transportation and special disposal of contaminated pavement, debris and soil that may be encountered during subsurface excavation for redevelopment. In our opinion the costs associated with these activities for Parcel 3 is in the range of \$80,000 to \$240,000.

REFERENCES

- American Society for Testing and Materials, Designation E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, 2014.
- Basics Environmental, Inc., *Phase I Environmental Report 1 Chestnut Avenue, South San Francisco, California 94080*, September 28, 2007.
- California Regional Water Quality Control Board, San Francisco Bay Region, *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater*, November, 2007.
- CSS Environmental Services, Inc., *Environmental Site Assessment of a 1.12 Mile Corridor Owned by the San Francisco Public Utilities Commission in South San Francisco, California 94080*, October 7, 2005.
- CSS Environmental Services, Inc., *Results of Phase I Peer Review and Limited Phase II Environmental Site Assessment of the Property at 1 Chestnut St, South San Francisco, California CSS Project No:6511*, December 3, 2007.
- Environmental Data Resources, Inc., *EDR Radius Map™ Report with GeoCheck®: City of South San Francisco Phase I Update with Historical Aerial Photograph Report, Historical Topographic Map Report, and Sanborn MapReport SFPUC 1.12 Mile Corridor, South San Francisco, CA*, July, 2016.
- Lawrence Berkeley National Laboratory, *Protocol for Determining Background Concentrations of Metals In Soil at LBNL*, August 1995.
- San Mateo County Health Services Agency, Environmental Health Services Division (SMEHSD) *Various Agency Files reviewed*, May 26, 2005.
- Sandis Civil Engineers, *Proforma Alta/NSPS Survey Map*, May 18, 2016.
- South San Francisco Public Library, *various resources*, 2005-2016.
- South San Francisco Historical Society, *various resources*, 2005-2016.
- United States Environmental Protection Agency, Region 9, *Regional Screening Levels (RSLs)*, May, 2016.
- World-wide web, including the following
<http://www.geotracker.waterboards.ca.gov>
<http://www.weather.com>
-

Attachment G

ANTICIPATED COMMUNITY CIVIC CAMPUS ELEMENTS*

Type of Space	Purpose and Size
Performance space	• 100-seat theater
Exhibit space	• 300 square feet of gallery space
Social space	• 3,000 square feet of informal social space • Library reading rooms and seating areas for children, teens, and adults • Library collaboration spaces
Program spaces	• 6,000-square foot social hall, frequent rentals • 1,600-square-foot library program room • 1,100-square-foot maker space “Tinker Lab” • 800-square-foot technology lab
Classrooms	• Four large classrooms (1,200 square feet) • Two medium-sized classrooms (1,000 square feet) • One large dance studio (1,600 square feet) • One medium dance studio (800 square feet)
Retail	• 300-square-foot café • 500-square-foot Friends of the Library store
Civic	• 3,000-square-foot council chambers, flexible for City programming and rentals • City Council support spaces
Preschool*	• Three 20-child classrooms • Staff workspace and support space • Secure outdoor play space for 60 children
Staff space	• Library offices and workstations • Parks and Recreation Department offices and workstations • Shared reception, collaboration, and breakout space • Space for future staff growth
Storage and building support	• Building and program storage • Building systems, restrooms
Outdoor space	• Building rooftops: up to 6,000 square feet of usable rooftop area • Events plaza: for day-to-day informal gathering and seating with the ability to host periodic special events for 350–500 people • Meadow: for casual gathering and passive recreation • Centennial Trail: connection to the existing trail with a bike and running path
Parking	• Up to 294 spaces, both underground and aboveground

**REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES
WITH SEALED FEE PROPOSAL**

FOR THE

CITY OF SOUTH SAN FRANCISCO

MEASURE W – COMMUNITY CIVIC CAMPUS PROJECT



August 21, 2017

I. Introduction

The City of South San Francisco ("City") is soliciting Proposals with a separate sealed Fee Proposal from short-listed Architectural firms/teams to deliver design services, prepare construction documents and provide construction administration services for the Community Civic Campus Project.

Only those firms/teams that were short-listed through the RFQ process are eligible to participate in this Request for Proposals ("RFP"), which includes team/firm interviews, submittal of the design proposal, and submittal of a sealed fee proposal.

II. Scope of Services

The purpose of this RFP is to receive design services proposals, along with sealed proposals with fee for purposes of entering into a services agreement through formal negotiations for the professional services of an architectural firm/team.

Your firm has already demonstrated it has the requisite qualifications to be considered in the RFP process, so resubmittal of your firm/team's qualifications is not necessary. Architectural firms/teams are urged to submit concise proposals, appropriate to the scale of these projects and include only items that are relevant to this specific program scope. A complete Proposal shall be submitted and shall be accompanied with a Fee in a separate sealed envelope marked "Fee for Measure W - Community Civic Campus Project."

The base scope of services previously noted in RFQ dated June 12, 2017, includes preparation of the following:

1. Campus Master Plan.
2. Circulation/Access Plan which addresses bike, pedestrian, ADA, public transportation paths, and vehicular traffic as well as priority treatment necessary for policy access to and from the site.
3. 100% architectural design services for Library and Recreation Facility, including construction administration through close-out phase;
4. 50% schematic design for Police Station and Fire Station with the following two options:
 - a. Criteria Documents for DB procurement; or
 - b. 100% design and architectural services through construction.
5. Community/Stakeholder outreach including conducting public design charrettes to inform facility design.

A draft scope of architectural design services described in **Attachment A** is included as a point of reference. The design team is expected to review this scope and expand upon or tailor it by incorporating their expertise and proposed method of approach to complete all design-required services within the milestone schedule set forth below.

III. Key Tasks/Milestone Schedule and Budget

The project schedule anticipates design services through construction documentation for the Library and Recreation Facility to be completed within twelve (12) months following issuance of a notice to proceed and schematic and/or criteria documents for Police Station and Fire Station within six (6) months from issuance of notice to proceed. The firm/team selected will prepare, maintain and provide to the City an active project schedule outlining all design deliverables, consultant coordination, utility coordination, all meetings inclusive of public input and presentations, reviews, design approvals and similar activities necessary to complete the project. The design production schedule will be incorporated into the program master schedule developed and maintained by City's Program Managers, Kitchell CEM.

2017 October/November

- o Architectural scope and fee negotiation
- o Architectural team selection by City Council
- o Execute Services Agreement
- o Issue NTP
- o Kick-off Meeting

2017/2018 – November/December 2017 – March 2018

- o Program Validation/City Standards
- o Conceptual Design(s), including Master Site Plan and Circulation Plan
- o Schematic Design all buildings
- o Community Design Charrettes/Input
- o Conceptual and Schematic Design Cost Estimates
- o Decision on final delivery option for Police and Fire facilities
- o Preparation of Criteria Documents, Police and Fire (If Design-Build)

2018 – April – June

- o Design Development
- o Community Design Review/Input
- o Design Development Cost Estimates
- o Value Engineering (If necessary)

July 2018 – October/November 2018

- o Construction Documentation Phase
- o Construction Phase Cost Estimates
- o Value Engineering/Identification of Bid Design Alternates
- o Bid Documents Completed

January 2019 start construction

The project cost estimate including hard and soft costs is \$150-\$166 million, and does not include land acquisition. The project cost estimate will be updated once the City selects one of the site plans currently being analyzed. The low range of \$150M assumes surface parking. The high range of \$166 assumes structured parking.

IV. Form of Agreement

Attachment B is the City's Standard Professional Services Agreement. Firms interested in responding to this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. Firms must identify any term or condition of the contract the firm requests modifying or deleting existing provisions or adding new provisions. Firms must set forth a clear explanation of what modifications would be sought and specific alternate language. The City will review but is not obligated to accept any proposed changes.

Any comments or objections to the form of Agreement shall be provided in writing before the interview and may be the subject of inquiry at the interview.

V. Selection Process

The Project contract may not be awarded to the lowest responsible firm/team. When selecting the firm/team, the skill and ability of the entity or person performing the design services is a key component of the selection criteria. The City will select a firm/team based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost will be only one factor in determining the selection.

During the interview, each firm/team will be rated based upon criteria identified in **Attachment C**. At the conclusion of the team/firm interview and review of the proposal, the selection panelists will score each firm. Based on the scores, the teams will be ranked. The City will begin contract negotiations with the top ranking firm, as identified by this process. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second highest ranked firm. City staff will make recommendations to the City Council, which reserve the right to reject any or all proposals. The selection process will be completed when a contract is executed. The Sealed Fee Proposal is considered confidential and will be used for contract negotiations only with the preferred team/firm.

Each team/firm submitting a response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with in response to this request shall remain the property of the City.

VI. Submittal Requirements

1. **Cover Letter.** The cover letter shall be signed by primary point of contact. The letter should reintroduce the team to the City with a compelling reason why you should be selected.
2. **Team Experience.** Provide team experience information on specific projects of this type and size. Discuss the major challenges, lessons learned, and methods for effective design management.
3. **Design Approach and Key Considerations.** Provide a narrative on how your team will approach this project and what key considerations influenced your approach. Discuss IT challenges as well as sustainability options.
4. **Key Members.** Use the Team Matrix form (**Attachment D**) and list the key members of the team.
5. **Scope, Schedule, Key Milestones.** For the Civic Community Campus project, provide the scope of work, schedule and highlight key milestones related to design completion and post design in support of construction.
6. **Community Outreach.** Describe your approach to community outreach/design charrette for the Civic Community Camps project.
7. **Sealed Fee Proposal.** Fee proposal shall be based on the following and by phases of design:
 - Option C site plan
 - Base Scope (Programming, master site plan, circulation plan, 100% schematic design for all buildings, post design services)
 - Option 1 Scope (Complete design for Police and Fire facilities if City determines DBB)
 - Option 2 Scope (Complete criteria documents for Police and Fire facilities if City determines DB)

(Note: We have selected Option C for cost estimating purposes. By time of contract negotiations, a site plan is expected to be selected and appropriate modifications will be requested of the team to inform final negotiated fee.)

Fourteen (14) copies of items 1-6 referenced in Section VI along with 1 copy of the Sealed Fee Proposal, item 7, must be submitted at the time of each team's interview and clearly marked: Scope Proposal and Sealed Fee Proposal for Measure W – Community Civic Campus Program.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Submission of this information indicates acceptance by the firm of the conditions contained in this Request for Proposals with Sealed Fee unless clearly and specifically noted in the submittal and confirmed in the contract between the City of South San Francisco and the firm selected.

VII. General RFP Conditions

1. City Review of Proposals. The City of South San Francisco reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing financial institutions. Do not contact any City of South San Francisco officer or official, employee, vendor or customer to gather information regarding this RFP. All proposals and material submitted will become the property of the City of South San Francisco and will not be deemed confidential or proprietary. The City of South San Francisco reserves the right to award in whole or in part, by item or group of items, when such action serves the best interests of the City. Submission of this RFP and participation in the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the firm/team. The City's standard form of consultant agreement will form the basis of the contract between the parties.
2. RFP Questions. All questions must be forwarded directly to the Program Manager, Dolores Montenegro, Kitchell CEM via email at dmontenegro@kitchell.com or by phone at 650-554-9286.
3. No Discrimination. By submitting a proposal, the interested party represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.
4. No Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Additionally, Consultant shall not employ any City employee or City official in the work performed pursuant to this RFP. No officer or employee of City shall have any financial interest in the proposed RFP that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the preparation of this RFP or the forming of a proposed Agreement. Consultant understands that, if the RFP results in an Agreement being made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant said Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant.

Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California. **See Attachment E.**

ATTACHMENT A

EXAMPLE ARCHITECTURAL SCOPE OF SERVICES

Table of Articles:

0.0	GENERAL
1.0	PROJECT ADMINISTRATION SERVICES
2.0	EVALUATION AND PLANNING SERVICES
3.0	DESIGN SERVICES
4.0	CONSTRUCTION PROCUREMENT SERVICES
5.0	CONTRACT ADMINISTRATION SERVICES
6.0	ADDITIONAL SERVICES

0.0 GENERAL

ARCHITECT shall provide architectural design services for the construction of the proposed new Community Civic Campus comprised of three (3) separate buildings including a potential parking structure and associated site work. The new Community Civic Campus includes: an approximate 87,000-92,000 square foot Library and Recreation Center with an anticipated variety of uses located on an approximate 7.9-acre site located at the northeast corner of El Camino and Chestnut Avenue. An approximate 44,000-49,000 square feet new Police station including Information Technology (IT) and Human Resources (HR) located at the northeast corner of Chestnut and Antoinette. This building would include police administration, operations, investigations and support services, emergency dispatch (911), as well as an IT and HR office suites. Fire station 63 located at the southeast corner of Arroyo and Camaritas would be replaced with construction of a new approximate 7,250-square-foot fire station, at grade facility within the existing footprint of the Municipal Services Building (MSB) site, (hereinafter "PROJECT").

- 0.1** The performance of all services by ARCHITECT shall be to the reasonable satisfaction of the CITY, in accordance with the express terms hereof, including but not limited to the terms set out in detail in the Scope of Services provisions and the standard of care contained therein.
- 0.2** All of the services to be furnished by the ARCHITECT under this AGREEMENT from the inception of the AGREEMENT until termination of the AGREEMENT shall meet the professional standard and quality, which prevail among licensed architects of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by ARCHITECT shall provide for a completed PROJECT that conforms to all applicable codes, rules, regulations and guidelines, which are expected to be in force at the time such Project is built.
- 0.3** ARCHITECT shall coordinate this scope of all services with the CITY as the PROJECT's designated manager of this Scope of Services and CITY's separate consultants and contractors as needed or as directed by CITY.
- 0.4** All meetings to coordinate the preparation and review of all Design Documents shall be documented by ARCHITECT. Copies of such documentation shall be provided to the CITY within seven (7) days of each meeting, and as directed by the CITY, to other appropriate agencies and entities. All responses to comments shall be coordinated through the CITY. ARCHITECT shall make design changes and/or take direction based on either (1) distributed written ARCHITECT/CITY meeting notes, upon which CITY shall have an opportunity to comment and correct, prior to ARCHITECT taking action based on such meeting notes, or (2) based on direct written authorization from the CITY.

- 0.5** CITY shall provide direction of the design process to the ARCHITECT. The ARCHITECT shall be directed to prepare all design documents necessary for development of the Measure W – Community Civic Campus. General direction to the ARCHITECT shall be to prepare all Design Documents in a manner consistent in design, utility, quality of the final approved Program Plan ("Program"), and achieve a LEED rating or other sustainability standard, as established and/or determined by CITY.

The CITY shall approve in writing the following documents that may also include Life Cycle Cost Analysis and Cost Estimates as described in the deliverables for each phase:

- (1) Conceptual Design/Campus Master Plan
- (2) Final Space Programming
- (3) 50% Schematic Design all buildings
- (4) Criteria Documents for Design Build (DB) Procurement of Police and Fire, if directed by CITY

The following deliverables shall apply to the Library/Recreation Facility, as well as Police and Fire, if design bid build is selected

- (5) 100% Schematic Design Documents;
- (6) 50% Completion of Design Development Documents;
- (7) 100% Completion of Design Development Documents;
- (8) 50% Completion of Construction Documents;
- (9) 90% Completion of Construction Documents; and
- (10) 100% Construction Documents.

1.0 PROJECT ADMINISTRATION SERVICES

- 1.1** The ARCHITECT shall manage the design consultants and administer the PROJECT. The ARCHITECT shall consult with the CITY, research applicable design criteria, and standards, attend PROJECT meetings, communicate with members of the PROJECT team and issue progress reports.
- 1.2** When PROJECT requirements have been identified to the satisfaction of the CITY, the ARCHITECT shall prepare, and periodically update, a PROJECT Work Plan on a computerized scheduling program that shall identify all major tasks required of the ARCHITECT, and the ARCHITECT's subconsultant's, and milestone dates for decisions required of the CITY, deliverables furnished by the ARCHITECT, completion of documentation provided by the ARCHITECT, commencement of construction and Substantial Completion of the Work. The PROJECT Work Plan shall be developed jointly by the ARCHITECT and CITY's Project Program Manager (hereinafter "PROGRAM MANAGER") with the ARCHITECT as lead consultant for scheduling work related to PROJECT design services.
- 1.3** The ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the PROJECT.
- 1.4** Upon request of the CITY, the ARCHITECT shall make presentations to explain the design of the PROJECT to representatives of the CITY.
- 1.5** The ARCHITECT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The ARCHITECT shall be entitled to rely on approvals received from the CITY in the further development of the design.

- 1.6** The ARCHITECT shall assist the CITY in connection with the CITY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT including, but not limited to, building, fire, and engineering.
- 1.7** The ARCHITECT shall coordinate with and assist the CITY's Building Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with any subsequent LEED or sustainability standards, as determined by the CITY, for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- 1.8 EVALUATION OF BUDGET AND COST OF THE WORK**
- 1.8.1** During the design phases of the PROJECT, defined as, Schematic Design, Design Development and Construction Document preparation, the ARCHITECT shall prepare:
- 1.8.1.1** A Life Cycle Cost Analysis manual showing a comparative cost analysis for the different materials and building systems proposed for use in the PROJECT. The analysis should include costs for Design, Construction, Maintenance, Operations and Disposal or Salvage of proposed materials and building systems, as described in Section 3.0 Design Services.
- 1.8.1.2** Estimates of the Cost of the Work, and/or estimate updates, as described in Section 3.0 Design Services. The ARCHITECT shall consult with the PROGRAM MANAGER to assist in reconciling the ARCHITECT's and PROGRAM MANAGER's estimates of the Cost of Work. The ARCHITECT shall advise the CITY of any adjustments to previous estimates of the Cost of Work indicated by changes in PROJECT requirements or general market conditions.
- 1.8.2** If the ARCHITECT's estimate of the Cost of the Work, as reviewed and approved by the CITY, exceeds the Project Budget, the ARCHITECT shall, in consultation with the PROGRAM MANAGER, make appropriate recommendations to the CITY to adjust the PROJECT's scope and/or quality to meet the fixed cost limit established by the Project Budget. The CITY shall work with the ARCHITECT, in consultation with the PROGRAM MANAGER, in making such adjustments. Once a list of scope and/or quality adjustments have been agreed upon with the CITY, the ARCHITECT shall revise the Design Documents, defined as Schematic Design, Design Development and Construction Documents described in Section 3.0 Design Services, to meet the fixed cost limit established by the Project Budget.
- 1.8.3** Evaluations of the CITY's budget for the PROJECT, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the ARCHITECT represent the ARCHITECT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ARCHITECT nor the CITY has control over the cost of labor, materials or equipment, over ARCHITECT's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY's budget for the PROJECT or from any estimate of the cost of the Work or evaluation prepared or agreed to by the ARCHITECT.

1.8.4 In preparing estimates of the Cost of the Work, the ARCHITECT, in consultation with the CITY and PROGRAM MANAGER, shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Construction Documents; to make reasonable adjustments in the scope of the PROJECT as agreed upon by CITY; and to include in the Contract Documents additive and deductive bid alternates to adjust the Construction Cost to the fixed limit established by the Project Budget at the time of bid award.

1.8.5 If the fixed limit of Construction Cost for the PROJECT as determined by the Project Budget is exceeded by more than 5% of the lowest responsive bid or bids, the CITY may, at their discretion:

- a. give written approval of an adjustment in the Project Budget;
- b. authorize re-bidding the PROJECT or a portion of the PROJECT within a reasonable time;
- c. direct the ARCHITECT to revise the Construction Documents as necessary to bring the Construction Cost within the Project Budget.

If the CITY directs the ARCHITECT to revise the Construction Documents, the ARCHITECT shall, with dispatch, modify the documents as necessary to bring the Construction Cost within the Project Budget.

2.0 EVALUATION AND PLANNING SERVICES

2.1 Upon written authorization from the CITY, the ARCHITECT shall coordinate and participate in a Civic Campus and Sustainability goals setting charrette. With follow-up review, the results of the charrette shall be utilized to develop a scheme describing the architectural vocabulary of the campus and the specific approach and method to accomplish CITY's design standards, sustainability goals, and performance standards.

2.2 ARCHITECT shall provide a preliminary evaluation of the information furnished by the CITY under this AGREEMENT, including the CITY's initial program and schedule requirements, the preliminary LEED Project Scorecard – "LEED Credit Summary", and/or other sustainability standards, and budget for the Cost of the Work, each in terms of the other. The ARCHITECT shall review such information to ascertain that it is consistent with the requirements of the PROJECT and shall notify the CITY of any other information that may be reasonably needed for the PROJECT.

2.3 ARCHITECT shall meet with CITY user groups and perform a review and design evaluations of initial programming efforts. ARCHITECT shall establish appropriate guidelines around and within which the Project design is to be completed. Identify design issues relating to functional needs, directives and constraints. Review all data pertinent to the Project including initial planning, circulation, programming, surveys, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by CITY.

3.0 DESIGN SERVICES

3.1 The ARCHITECT's design services shall include normal civil, including off-site and onsite utilities, and structural, mechanical, electrical and plumbing engineering services as well as the consulting services of additional special consultants, including but not limited to landscape, graphic/signage, structural, lighting, technology, interior design, signage/graphics beyond code/regulatory, branding/logo design, and cost estimating.

3.2 SCHEMATIC DESIGN DOCUMENTS

3.2.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Schematic Design Documents based on the CITY's program, schedule, achieving LEED rating and/or sustainability goals to be determined by the CITY, and budget for the Cost of the Work (hereinafter "SCHEMATIC DESIGN DOCUMENTS"). The documents shall establish the conceptual design of the PROJECT illustrating the scale and relationship of the PROJECT components. The SCHEMATIC DESIGN DOCUMENTS shall include a conceptual site plan of the on-site and off-site work, preliminary building plans, sections including the context, elevations including the context and colored plan diagrams showing programmed uses and circulation. The SCHEMATIC DESIGN DOCUMENTS shall include study models, perspective sketches, electronic modeling or combinations of these media and preliminary LEED Project scorecard and/or sustainability goals, as determined by the CITY. Preliminary selections of major building systems and construction materials shall be described in a narrative outline specification.

3.2. Based on the program and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the ARCHITECT shall prepare detailed written statements of design criteria for civil (inclusive of onsite and offsite), structural, mechanical, plumbing, electrical, fire protection, acoustical, landscape, lighting, security and data/telecom systems. For each discipline, these statements shall include, but not be limited to:

- a. Design criteria required by the Program, building design and/or code and/or LEED Rating requirements and/or sustainability goals to be determined by the CITY, identification of preliminary design loads and performance criteria.
- b. Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities.
- c. Coordination of major Mechanical, Electrical, Plumbing (hereinafter "MEP") and Information Technology Systems and building structure shall be resolved.

3.2.3 At the completion of 100% SCHEMATIC DESIGN DOCUMENTS, the ARCHITECT shall furnish four (4) sets of the following deliverables to the CITY:

- a. 100% SCHEMATIC DESIGN DOCUMENTS.
- b. Reconciled 100% Schematic Design Phase estimate of the Cost of the Work as described in Section 1.7.
- c. A room schedule summary that meets the Program requirements.

- d. LEED Credit Summary form, if direction provided to pursue LEED standard.

3.2.4 During Task 3.2, ARCHITECT shall conduct _____ meetings in South San Francisco, and make _____ presentation(s) of Schematic Design Documents to the Community in South San Francisco.

3.3 DESIGN DEVELOPMENT DOCUMENTS

3.3.1 Upon written authorization from the CITY, the ARCHITECT shall provide all services necessary for the preparation of Design Development Documents based on the CITY's Program, LEED Rating or Sustainability Goals, Project Schedule, and Project Budget, as well as the post-Schematic Additional Architectural Services (hereinafter "DESIGN DEVELOPMENT DOCUMENTS"). The DESIGN DEVELOPMENT DOCUMENTS shall establish the detailed design of the PROJECT defining the scale materials, relationship of the PROJECT components and LEED Rating and/or Sustainability Goals achievement. The DESIGN DEVELOPMENT DOCUMENTS shall include, but not be limited to: a site plan of the on-site and off-site work including landscape design; building floor plans; building and wall sections; elevations; interior plans and showing alternate room layouts and circulation; reflected ceiling plans; interior finish schedule; preliminary door schedule; and typical exterior and interior details. For purposes of presentation to the CITY, the ARCHITECT shall prepare study models, perspective sketches, electronic modeling or combinations of these media as required. Building systems and construction materials shall be described in the drawings and through a preliminary specification, incorporating LEED Rating and/or Sustainability specifications and following the format established by the Construction Specification Institute.

3.3.2 The ARCHITECT shall prepare plans and preliminary specifications for civil, structural, mechanical, plumbing, electrical, fire protection, acoustical, lighting, security, data/telecom, graphic, commissioning and all LEED Rating and/or Sustainability Goals related systems. For each discipline, the work shall include, but not be limited to: DESIGN DOCUMENTS to fix and describe the building size, character, material and systems as may be appropriate. Plans and sections shall identify preliminary sizing & layout for structural and building enclosure systems, preliminary sizing and layout requirements for all mechanical systems and other equipment, and points of connection for utilities. Coordination of mechanical, electrical, plumbing, fire protection and information technology systems with building structure and architectural elements shall be resolved.

3.3.3 The ARCHITECT shall prepare sample boards of all visible exterior materials, including hardscape and interior finishes.

3.3.4 The ARCHITECT shall prepare and organize in 8½" x 11" format cut sheets of all visible built-in lighting, Mechanical, Electrical, and Plumbing ("MEP") equipment and fixtures to be updated on a regular basis subsequent to Design Development.

3.3.5 At the completion of 50% DESIGN DEVELOPMENT DOCUMENTS and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the ARCHITECT shall furnish a letter or an updated estimate, which includes an accounting of the items identified in the Schematic Value Engineering exercise, confirming the estimated Cost of the Work remains within the Project Budget.

3.3.6 At the completion of 50% DESIGN DEVELOPMENT DOCUMENTS and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the scope of the PROJECT shall be defined to a level of detail consistent with typical architectural practice for this phase of Design Services. At the completion of the 50% DESIGN DEVELOPMENT DOCUMENTS, the ARCHITECT shall furnish four sets of the following deliverables to the CITY:

- a. 50% DESIGN DEVELOPMENT DOCUMENT Drawings and Specifications;
- b. 50% Design Development Phase estimate of the Cost of the Work including Life Cycle Cost Analysis as described in Section 1.7; and
- c. A room schedule confirming substantial conformance to the previously approved Program.
- d. Updated LEED Credit Summary Form and/or Sustainability Report.

3.3.7 At the completion of 100% DESIGN DEVELOPMENT DOCUMENTS and "SCHEDULE OF PERFORMANCE" to be prepared by the Master Campus Architect, the documents shall be fully coordinated and shall include no scope adjustments to the 50% submittal unless agreed to by the CITY as part of the cost reconciliation process. The ARCHITECT shall furnish four sets of the following deliverables to the CITY:

- a. 100% DESIGN DEVELOPMENT DOCUMENTS reconciled to meet the Project Budget;
- b. 100% Design Development Phase estimate of the Cost of the Work reconciled to meet the Project Budget as described in Section 1.7 including Life Cycle cost Analysis;
- c. Sample boards as described in 3.3.3 (three sets only);
- d. Binders with cut sheets as described in 3.3.4; and
- e. A room schedule confirming substantial conformance to the previously approved Program.
- f. Updated LEED Credit Summary Form or Sustainability Report.

3.3.8 ARCHITECT shall conduct ____ meetings in South San Francisco during Task 3.3, ____ in conjunction with submittal of 50% complete design documents, and ____ presentation(s) to the Community after submittal of 100% complete design documents.

3.4 CONSTRUCTION DOCUMENTS

- 3.4.1** Upon written notice from the CITY, and based on the DESIGN DEVELOPMENT DOCUMENTS and Estimate of the Cost of the Work approved by CITY, and any further adjustments in the scope or quality of the PROJECT or in the construction budget as approved by the CITY, the ARCHITECT shall prepare Construction Documents consisting of Drawings, Technical Specifications and Final LEED Scorecard, LEED Specifications, and/or Sustainability Goals that set forth in detail the requirements for the construction of the PROJECT, establishing the quality levels of materials and systems and coordinating all the elements required for the PROJECT (hereinafter "CONSTRUCTION DOCUMENTS").
- 3.4.2** The ARCHITECT shall submit progress sets of the CONSTRUCTION DOCUMENTS and LEED Scorecard update and/or sustainability standards for CITY review at 50% and at 90% completion. The CITY shall provide the ARCHITECT with formal review comments in writing at 50% and 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall respond in writing and revise the documents accordingly.
- 3.4.3** The ARCHITECT shall prepare Estimates of the Cost of the Work at 50% completion of CONSTRUCTION DOCUMENTS and at 90% completion of CONSTRUCTION DOCUMENTS. The ARCHITECT shall participate in reviews and reconciliation of the Estimates as set forth in Section 1.7.
- 3.4.4** At an appropriate stage of completion of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall provide to CITY structural and energy calculations.
- 3.4.5** During the development of the CONSTRUCTION DOCUMENTS, the ARCHITECT shall assist the CITY and PROGRAM MANAGER in the preparation of bidding and procurement documents.
- 3.4.6** The ARCHITECT shall be responsible for developing, coordinating and producing the CONSTRUCTION DOCUMENT, which includes portions of Division One and Divisions Two through Sixteen of the CONTRACTOR(S) Contract Documents.
- 3.4.7** The ARCHITECT shall file any and all documents required for PROJECT approval by governmental authorities having jurisdiction over the PROJECT, including onsite and offsite permits.
- 3.4.8** At each of the completion milestones described in Section 3.4.2 above, the ARCHITECT shall furnish the four (4) sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY. Additionally, a set of reproducible with half-size Drawings shall be delivered to a blueprint facility in South San Francisco as identified by the CITY.
- 3.4.9** During Task 3.4, ARCHITECT shall conduct xxx meetings in South San Francisco, and xx presentation to CITY staff.

4.0 CONSTRUCTION PROCUREMENT SERVICES

- 4.1** The CITY has retained a PROGRAM MANAGER to assist the CITY in the procurement of PROJECT construction services. The ARCHITECT will assist the CITY and PROGRAM MANAGER as described below.
- 4.2** The ARCHITECT shall assist the PROGRAM MANAGER and CITY in the preparation of the bid documents consisting of bid requirements and portions of Division 1 (Special Provisions) and Divisions Two thru Sixteen, as well as incorporation of LEED and/or Sustainability requirements. Preparation of the Technical Specifications and Drawings shall be the ARCHITECT's primary responsibility.
- 4.3** At the time of Bid and for each Addendum, the ARCHITECT shall furnish the following sets of the CONSTRUCTION DOCUMENTS consisting of Drawings and Technical Specifications at no additional cost to the CITY: Four sets shall be delivered to the PROGRAM MANAGER. Additionally, a set of 8 ½ x 11 reproducible and one full-size and one half-size set of reproducible Drawings shall be delivered to a blueprint facility in South San Francisco as identified by the CITY and one electronic file.
- 4.4** The CITY will coordinate the reproduction and distribution of the Bid Documents, including the CONSTRUCTION DOCUMENTS.
- 4.5** The ARCHITECT shall prepare responses to questions the CITY receives from prospective bidders and prepare clarifications and interpretations of the Bid Documents, including the CONSTRUCTION DOCUMENTS, in the form of Addenda for distribution by CITY and PROGRAM MANAGER.
- 4.6** The ARCHITECT shall participate with the PROGRAM MANAGER and CITY in pre-bid conferences with prospective bidders in South San Francisco.
- 4.7** The ARCHITECT shall prepare a set of Conformed CONSTRUCTION DOCUMENTS between the date of the bid award and the CONTRACTOR(S)'s notice to proceed which incorporates the Addenda issued during the bid period.
- 4.8** The ARCHITECT shall furnish four (4) sets of the Conformed CONSTRUCTION DOCUMENTS to the CITY. Additionally, a set of 8 ½ x 11 reproducible and one with full-size and one half-size set of reproducible Conformed CONSTRUCTION DOCUMENTS shall be delivered to a blueprint facility in South San Francisco as identified by the CITY.
- 4.9** The CITY coordinate the reproduction and distribution of the Conformed CONSTRUCTION DOCUMENTS.

5.0 CONTRACT ADMINISTRATION SERVICES

5.1 GENERAL ADMINISTRATION

- 5.1.1** The ARCHITECT shall provide administration of the Contracts for Construction in cooperation with the PROGRAM MANAGER as set forth below and in the General Conditions of the Contract for Construction. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, the CONTRACTOR(S), or the CITY's separate contractors.

- 5.1.2** ARCHITECT shall coordinate with and assist the City's Commissioning Consultant in its implementation of the Building Commissioning Plan. That plan shall result in full compliance with the LEED standard for full documentation of building commissioning. In particular, it will structure and document the full initiation, testing, operational instruction, and record documentation of all building systems.
- 5.1.3** The ARCHITECT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT unless otherwise modified by written amendment to this AGREEMENT executed by the CITY and ARCHITECT. The duties, responsibilities and limitations of authority of the ARCHITECT under this Section 5 shall not be restricted, modified or extended without written agreement of the CITY and ARCHITECT.
- 5.1.4** Except as otherwise provided in this AGREEMENT or when the CITY has specially authorized direct communications, the ARCHITECT shall communicate with the CONTRACTOR(S) through the PROGRAM MANAGER about matters arising out of or relating to the Contract for Construction. Communication from the CONTRACTOR(S) to the ARCHITECT will be managed and coordinated by the PROGRAM MANAGER. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT, unless specifically authorized otherwise.
- 5.1.5** The ARCHITECT's responsibility to provide the Contract Administration Services under this AGREEMENT shall commence with the award of the initial Contract for Construction and shall terminate upon the issuance to the CITY of the Final Certificate for Payment to the last CONTRACTOR. However, the ARCHITECT shall be entitled to Additional Services in accordance with Section 6 when Contract Administration Services extends beyond 90 days after the Substantial Completion date.
- 5.1.6** The ARCHITECT shall review and evaluate, in cooperation with the PROGRAM MANAGER and CITY, substitution requests proposed by the CONTRACTOR(S) if received in the manner and within the time required by the Contract for Construction.
- 5.1.7** The ARCHITECT shall review and respond to timely requests from the CONTRACTOR(S) through the PROGRAM MANAGER for additional information regarding the CONSTRUCTION DOCUMENTS prepared in the format defined in the PROJECT Manual. A properly prepared request for additional information shall include a detailed written statement indicating the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. Upon receipt of a request for additional information, the ARCHITECT shall respond in a timely fashion per Section 5.1.1.
- 5.1.8** If deemed appropriate by the ARCHITECT and PROGRAM MANAGER, the ARCHITECT shall prepare supplemental Drawings and Technical Specifications in response to properly prepared requests for information by the CONTRACTOR(S).
- 5.1.9** Interpretations and decisions of the ARCHITECT shall be consistent with the intent of and reasonably inferable from the CONSTRUCTION DOCUMENTS and shall be in writing or in the form of drawings. The ARCHITECT shall assist the PROGRAM MANAGER in the review of the CONTRACTOR(S)'s performance related to the intent and requirements of the CONSTRUCTION DOCUMENTS.
- 5.1.10** The ARCHITECT shall assist the PROGRAM MANAGER in rendering initial

determinations on claims, disputes or other matters in question between the CITY and CONTRACTOR(S) as provided in the CONSTRUCTION DOCUMENTS and Contracts for Construction.

5.2 EVALUATIONS OF THE WORK

- 5.2.1** The ARCHITECT shall at all times have access to the Work wherever it is in preparation or progress.
- 5.2.2** The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, approximately once per week as required by construction; to become familiar with and to keep the CITY informed about the progress and quality of the portion of the Work completed; to guard the CITY against defects and deficiencies in the Work; and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ARCHITECT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connections with the Work, since these are solely rights and responsibilities of the CONTRACTOR(S) under the CONSTRUCTION DOCUMENTS.
- 5.2.3** The ARCHITECT shall report in writing to the CITY and PROGRAM MANAGER known deviations from the CONSTRUCTION DOCUMENTS. However, the ARCHITECT shall not be responsible for the CONTRACTOR(S)'s failure to perform the Work in accordance with the requirements of the CONSTRUCTION DOCUMENTS. The ARCHITECT shall be responsible for the ARCHITECT's acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the CONTRACTOR(S), subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 5.2.4** The ARCHITECT shall have authority, after notifying the PROGRAM MANAGER and CITY, to reject Work that does not conform to the CONSTRUCTION DOCUMENTS. Rejection of Work shall be in writing. Whenever the ARCHITECT considers it necessary or advisable for the implementation of the intent of the CONSTRUCTION DOCUMENTS, the ARCHITECT will have authority, upon written authorization from the CITY, to require inspection or testing of the Work in accordance with the provisions of the CONSTRUCTION DOCUMENTS, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the PROGRAM MANAGER, CONTRACTOR(S), subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

5.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR(S)

- 5.3.1** Based on the ARCHITECT's observations and evaluations of each Application for Payment, the ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review the amounts due to the respective CONTRACTOR(S) within five (5) calendar days of receipt. In the event ARCHITECT rejects all or a portion of Contractor's application for payment, ARCHITECT shall provide the CITY with written reasons for such rejection within five (5) calendar days of ARCHITECT's receipt. The PROGRAM MANAGER shall process for the CITY's approval the review and certification by the ARCHITECT of each Application for Payment.
- 5.3.2** The ARCHITECT's review shall constitute a representation to the CITY that, to the best of the ARCHITECT's knowledge, information and belief, the Work has progressed to the point of completion indicated and that the quality of the Work is in accordance with the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall be based on site observations, and on the data comprising the CONTRACTOR(S)'s Application for Payment. The foregoing representations are subject to an evaluation of the Work for conformance with the CONSTRUCTION DOCUMENTS upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the CONSTRUCTION DOCUMENTS prior to completion, and to specific qualifications expressed by the ARCHITECT.
- 5.3.3** The issuance of a Certificate for Payment shall not be a representation that the ARCHITECT has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; reviewed construction means, methods, techniques, sequences or procedures; reviewed copies of requisitions received from subcontractor(s) and material suppliers and other data requested by the CITY to substantiate the CONTRACTOR(S)'s right to payment; or ascertained how or for what purpose the CONTRACTOR(S) has used money previously paid on account of the Contract Sum.

5.4 SUBMITTALS

- 5.4.1** The ARCHITECT shall review and approve, or take other appropriate action, upon the CONTRACTOR(S)'s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the CONSTRUCTION DOCUMENTS. The ARCHITECT's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, CONTRACTOR(S) or CITY's separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. In no event shall such review for any item exceed twenty-one (21) days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR(S) as required by the CONSTRUCTION DOCUMENTS. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.4.2** The ARCHITECT shall maintain a record of all submittals and copies of submittals supplied by the CONTRACTOR(S) and all ARCHITECT responses to such submittals.

- 5.4.3** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR(S) by the CONSTRUCTION DOCUMENTS, the ARCHITECT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CONTRACTOR(S) shall bear such professional's written approval when submitted to the ARCHITECT. The ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

5.5 CHANGES IN THE WORK

- 5.5.1** The ARCHITECT shall review or take other appropriate action on those Construction Change Authorizations prepared by the PROGRAM MANAGER and approved by the CITY that effect the interpretation of the design set forth in the CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.
- 5.5.2** The ARCHITECT shall review and sign Change Orders prepared by the PROGRAM MANAGER for CITY approval and execution in accordance with the Contract for Construction and CONSTRUCTION DOCUMENTS. If necessary, the ARCHITECT shall prepare Drawings and Specifications for the PROGRAM MANAGER's distribution to describe Work to be added, deleted or modified.
- 5.5.3** In the event of written, CITY directed, changes to the scope of Work described in the CONSTRUCTION DOCUMENTS, the ARCHITECT shall prepare Drawings and Specifications to describe Work to be added, deleted or modified.
- 5.5.4** The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, review properly prepared, timely requests by the CITY or CONTRACTOR(S) for Changes in the Work, which affects the intent of the design set forth in the CITY, approved CONSTRUCTION DOCUMENTS, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a Change in the Work shall be accompanied by sufficient supporting data and information to permit the ARCHITECT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the ARCHITECT determines that requested Changes in the Work are not materially different from the requirements of the CONSTRUCTION DOCUMENTS, the ARCHITECT may issue supplemental instructions or recommend to the CITY that the requested change be denied.
- 5.5.5** If the ARCHITECT, in cooperation with the PROGRAM MANAGER, determines that implementation of the requested changes to the design intent set forth in the CITY approved CONSTRUCTION DOCUMENTS would result in a material change to the CONSTRUCTION DOCUMENTS that may cause an adjustment in the Contract Time or Contract Sum, the ARCHITECT shall make a recommendation to the CITY, who may authorize further investigation of such change.
- 5.5.6** The ARCHITECT shall maintain records relative to all changes in the Work that effect the CITY approved CONSTRUCTION DOCUMENTS.

5.6 PROJECT COMPLETION/CLOSEOUT

- 5.6.1** The ARCHITECT shall, in cooperation with the PROGRAM MANAGER, conduct inspections to determine, in their opinion, the date or dates of Substantial Completion and the date of Final Completion, as defined in the Contract for Construction. These inspections shall be conducted with the CITY and the PROGRAM MANAGER to check conformance of the Work with the requirements of the CONSTRUCTION DOCUMENTS and to verify the accuracy and completeness of the list submitted by the CONTRACTOR(S) of Work that remains to be completed or corrected.
- 5.6.2** The ARCHITECT shall review records, written warranties and related documents required by the CONSTRUCTION DOCUMENTS to be submitted by the CONTRACTOR(S) for Substantial Completion and Final Completion.
- 5.6.3** The ARCHITECT shall file with the CITY and PROGRAM MANAGER a written certification of completion, at both the Substantial Completion and Final Completion stages. Such certificates shall be based upon ARCHITECT's inspection, knowledge, information and belief and shall indicate whether the Work complies, or does not comply, with all the requirements of the Contract for Construction and the CONSTRUCTION DOCUMENTS.

6.0 ADDITIONAL SERVICES

Additional Services are defined as services not included in base scope. Exceptions or exclusions shall be identified in final scope and fee.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
NAME OF CONSULTANTS

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and [REDACTED] ("Consultant") (together sometimes referred to as the "Parties") as of [REDACTED] (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on [REDACTED], the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown in Exhibit A.

- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed [REDACTED]. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit B**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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 this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its 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) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. 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, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to 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, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- 4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before

beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant 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.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 **Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals

received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

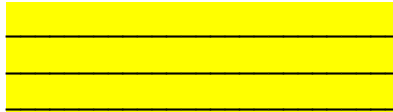
- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

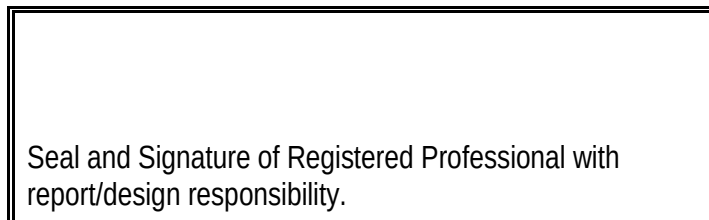
- 10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration. This Agreement shall be administered by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows: Consultant [REDACTED]



City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

Consultants

City Manager

NAME: _____

TITLE:

Attest:

Krista Martinelli, City Clerk

Approved as to Form:

City Attorney

2051688.4

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

INSURANCE CERTIFICATES

ATTACHMENT C

Measure W – Community Civic Campus Project Master Campus Architectural Services Interview Information

The interview will provide an opportunity for your team to make the case for why you should be selected. The interview will consist of a twenty (25) minute presentation by your team, followed by a twenty (20) minute question and answer period by the panel. Please anticipate 5 minute for set up and 10 minutes for departure.

The interview panel will rate your team based on a scoring system that assesses individual and team experience, the team's understanding of and approach to architectural design of a civic campus with a strong sense of connectivity to its environment, and the interview itself. See below for scoring criteria and weighting.

Rating Criteria	Score (100 pts total)
Individual Experience	/20
Team's Relevant Project Experience	/35
Project Understanding and Approach	/25
Presentation at Interview	/20
Total	/100

What to bring to Interview:

- 14 copies of Proposal and Powerpoint Presentation
- One (1) sealed envelope with a detailed scope and fee proposal
- Laptop loaded with Powerpoint Presentation and any other presentation materials you would like to share with the interview panel.

Key interview participants encouraged to attend:

- Principal-in-Charge
- Project Manager
- Architect(s)/Planner(s) responsible for master site plan, multi-modal circulation plan
- Architect(s) responsible library/recreation, police, fire building design
- Experts in IT, sustainability design, community outreach, Design-Build.

(Note: It is up to the team as to who should come and how many. The list above simply identifies who we think are key team members.)

Key topics for presentation:

- Team experience on specific projects of this type and size. Discuss the major challenges and lessons learned and methods for effective project management.
- Scope, schedule, key milestones for the Civic Community Campus project.
- Approach to community outreach/design charrette for the Civic Community Camps project.
- Scope and milestones related to post design efforts (DB performance criteria, project close out, architect support through construction) for the Civic Community Campus project .

Please be prepared to answer questions from the panel. Questions are not preset.

ATTACHMENT D

MEASURE W - COMMUNITY CIVIC CENTER MASTER CAMPUS ARCHITECT

EXAMPLE TEAM MATRIX

Team Name: _____

[illegible]

ATTACHMENT E

NONCOLLUSION AND NO CONFLICT OF INTEREST STATEMENT AFFIDAVIT

MEASURE W – COMMUNITY CIVIC CAMPUS PROGRAM

MASTER CAMPUS ARCHITECTURAL SERVICES

_____, being first duly sworn, deposes and says:
Print name

The signatory is the _____ of _____, the party submitting the foregoing proposal and sealed fee is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submittal is genuine and not collusive. The proposer has not directly or indirectly induced or solicited from any other source, and has not directly or indirectly colluded or agreed with anyone else to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. That all statements contained in the proposal and sealed fee are true.

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Additionally, Consultant shall not employ any City employee or City official in the work performed pursuant to this RFP. No officer or employee of City shall have any financial interest in the proposed RFP that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the preparation of this RFP or the forming of a proposed Agreement. Consultant understands that, if the RFP results in an Agreement being made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant said Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

The undersigned declares under penalty of perjury that the information contained in this submittal and all accompanying documents are true and correct. The City reserves the right to investigate the statements made within this affidavit.

Executed on _____

Legal Company Name

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: _____

Title: _____

ATTACHMENT 1

PLA Required Elements, Example Findings, Typical Provisions

Required Elements

A public entity may use, enter into, or require a PLA **only if** the PLA includes the following taxpayer protections:

- Prohibit discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.
- Permit all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.
- Protocol concerning drug testing for workers who will be employed on the project.
- Guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.
- Dispute resolution by a neutral arbitrator.

Example Findings

The law does not require the public entity make a specific set of findings prior to entering or requiring a PLA, but it is good practice to include them in the contract. Examples of findings include:

- The timely and successful completion of the project is of the utmost importance to the public entity, to meet its needs and avoid costs resulting from delays.
- A large number of workers of various skills would be required in the construction work on the project.
- The use of skilled and trained labor on construction work increases the safety and quality of the completed work.
- The potential of work disruption resulting from multiple contractors and bargaining units present on the job site is substantial, and a commitment to maintain continuity of work is required.
- The interests of the public entity, the unions and contractors, and the public would be best served if the work on this project is not interrupted by activities like strikes and work stoppages.
- The contractors and unions desire to mutually establish stable wages, hours, and working conditions for workers employed on the project.
- The PLA is not intended to replace, modify, or otherwise interfere with existing local or national collective bargaining agreements in effect.

Typical Provisions

In addition to the protection clauses required by the California Public Contract code, a PLA will generally contain provisions addressing the following:

- The type of work covered (i.e. activities for the Project, on/off site work).
- Type of work and employees *not* covered (i.e. furnishing supplies, marginal employees, non-construction work, public employees).

- Requiring the parties to enter into an Agreement to Be Bound. All future subcontractors on the projects are also required to enter into the same agreement.
- Provision barring unions from striking and contractors from locking out workers. Typically, certain building trades councils would prefer that a PLA require (1) that contractors hire workers through a union hall or (2) that employees to become union members after being hired. However, a PLA can state that the agreement applies to all contractors and subcontractors on a project regardless their status as union or non-union.
- Requiring the parties to initial arbitration procedures to resolve alleged PLA breaches or conflicts.
- Establishing a grievance and arbitration procedure for project disputes.
- Requiring a Pre-Construction Conference to announce craft assignments and discuss the scope of work, and other issues, prior to commencement of the project construction.
- Provisions recognizing unions signatory to the PLA as the sole bargaining representative for employees working pursuant to the PLA.
- Setting a referral procedure for contractor to hire workers for the project subject to the PLA.
- Wages and benefits (prevailing wages will be required).
- Requiring contractor to employ apprentices from certain approved programs, in compliance with the ratio determined by the applicable Labor Code sections.

MEASURE W

COMMUNITY CIVIC CAMPUS PROJECT

Site Plan Options



*Measure W Subcommittee Meeting
September 20, 2017*

Context

- Site identified
- 3 site plan options
- CEQA evaluation for all 3 options
- Choose one option for master architect
- Inform negotiations with master architect
- Sets base assumptions for site plan finalization and building design

Site Plan Options



- Option A
 - With surface parking
 - \$157M
- Option B
 - With structured parking
 - \$173M
- Option C
 - With below building parking
 - \$172M
 - Available land for other development

Option A – Surface Parking



Option B – Structure Parking



Option C – Underground /Surface Parking



Staff Recommendation

- Staff recommends moving forward with Option 3
 - Structure parking is more expensive but open space is needed
 - Underground parking for public separate from police facility
 - Open space outdoor programming opportunities on approximately 1 - 1.5 acres
- Other benefits
 - Provides open space for Sunshine Gardens community
 - Cost of providing open space elsewhere is \$3M/acre

Guidance for Site Plan Optimization

- Maximize parking spaces under Library / Recreation facility
- Minimize surface parking in open space area
- Remove development area and optimize parcel for police facility
- Ensure appropriate access and circulations
- Plan for PUC Development and Oak Avenue extension

Draft SEIR Key Findings

- Option B with parking structure evaluated (most potential impacts)
- Project has less than significant impact
- Changes to El Camino/Chestnut Area Plan is minor and less than significant impact
- Mitigations addressing cumulative traffic less than significant:
 - Signal timing
 - Lane realignment
 - Restriping required

Funding Strategy (\$160M)

- \$144.5 million Measure W
- \$9.3M Land Sales
- \$2M Asset Seizure
- \$1.5M Park-in-Lieu
- Other
 - PEG: \$920,000
 - CDBG: \$400,000
 - Library/Recreation Donations: \$330,000
 - Library (Developer Contribution) \$230,000
 - Alliance Shuttle \$90,000

Additional Funding Opportunities (\$28M)

- Additional funding needed
 - \$13M short for Campus (conceptual YOE\$)
 - \$15M Oak Ave Extension (2007\$)
- Funding opportunities
 - CFD \$20M
 - Grants/Donations/Foundations \$5M
 - Developer Contribution \$2M